

**CONTRACT**

This contract entered into this 1<sup>st</sup> day of July, 2019, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and One Step a La Vez, hereinafter called "CONTRACTOR."

**WITNESSETH**

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the COUNTY has the authority to engage independent contractors to perform services for the COUNTY, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing Mental Health Prevention services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto, which by this reference, is made a part thereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, COUNTY will make payment to CONTRACTOR in the manner specified in Exhibit B.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for CONTRACTOR pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and

COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

CONTRACTOR will not assign this Contract or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from July 1, 2019, through June 30, 2023 subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation therefore.

6. **TERMINATION**

The County Purchasing Agent and/or the Ventura County Behavioral Health (VCBH) Director or designee, may terminate this contract at any time for any reason by providing 30 days written notice to CONTRACTOR. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, COUNTY will be entitled to immediate possession of and CONTRACTOR will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONTRACTOR for this particular Contract prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR'S files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. **DEFAULT**

If CONTRACTOR defaults in the performance of any term or condition of this contract, CONTRACTOR must cure that default by a satisfactory performance within 10 days

after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

**8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this contract.

**9. INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
- 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been

provided for the purchase of personal property as described herein, this subparagraph shall not apply.

- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this contract for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsement for General Liability Insurance.
  - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

#### 10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, ancestry, sex, age, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identify, gender expression, sexual orientation, military and veteran status, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

CONTRACTOR will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. CONTRACTOR'S personnel policies will be made available to COUNTY upon request.

#### 11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the CONTRACTOR will not assign others to work in their place without written permission from the County Purchasing Agent or VCBH Director or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

**12. INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents or employees, except as provided herein.

**13. CONTRACT MONITORING**

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Contract at any time during CONTRACTOR'S usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR'S responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by VCBH Director or his/her authorized representative.

**14. AUDIT RECORD RETENTION REQUIREMENTS**

**A) Maintenance of Records**

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. Interviews with any employee who might reasonably have information related to such records will be allowed.

1. CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.
2. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of

verification by qualified auditors.

3. **CONTRACTOR** shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

#### 15. **AUDIT OF SERVICES AND SITE INSPECTION**

**CONTRACTOR'S** fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. **CONTRACTOR's** contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with federal, State, and County statutes, regulations, and the terms and conditions of the federal, State, and County funding and/or grant and that performance goals are achieved. The **COUNTY**, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. **COUNTY**, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. **CONTRACTOR** shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the **CONTRACTOR** to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Contract for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, **CONTRACTOR** will be required to submit a

corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

**16. SINGLE AUDIT/AUDIT.**

If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a CFDA number- see CFDA.gov) in a fiscal year, CONTRACTOR agrees to obtain a Single Audit report from an Independent CPA in conformity with the provisions of the Single Audit Act of 1984, as amended in 1996 and the United State Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to VCBH Contracts Administration, VCBH Fiscal, and the Ventura County Auditor Controller's within 120 days of the Fiscal year end. Any extension for the due date should be approved in writing by the VCBH Contracts Administration. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

**17. ADDENDA**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective when incorporated in written amendments to this Contract.

**18. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract no person having such interest will be employed or retained by CONTRACTOR under this contract.

**19. CONFIDENTIALITY AND OWNERSHIP OF DATA**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Contract which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

The COUNTY retains ownership and exclusive rights to all data and materials collected, analyzed, etc., related to the scope of work outlined in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

**20. NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH  
CONTRACTS ADMINISTRATION  
1911 WILLIAMS DRIVE, SUITE 200  
OXNARD, CA 93036

TO CONTRACTOR: ONE STEP A LA VEZ  
PO BOX 192  
FILLMORE, CA 93016

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**20. MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between CONTRACTOR and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of COUNTY except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

**21. ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

**22. GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

**23. SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

**24. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

**25. COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

**26. CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

**27. BUSINESS ASSOCIATE AGREEMENT**

As part of this contract CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit C), which by this reference is made a part hereof.

**28. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within 60 days of each new fiscal year.

Within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to the COUNTY, and shall at that time, query the COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. Final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

**29. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE**

**CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.** CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training

and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within 90 days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within 60 days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

**30. PUBLICATIONS AND PRESENTATIONS**

All publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

**31. SMOKE FREE WORKPLACE CERTIFICATION**

CONTRACTOR agrees to execute and abide by the Smoke Free Workplace Certification, attached as Exhibit "F" and incorporated by reference.

**32. ADDITIONAL CONTRACT RESTRICTIONS**

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal, state, or County governments that affect the provisions, terms, or funding of this Agreement in any manner.

**33. EXTENT OF CONTRACTUAL DOCUMENTS**

This Agreement shall consist of this basic document and Exhibits "A", "B", "C", "D", and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement, and constitutes the entire Agreement between the parties regarding the subject matter described herein.

**EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: PAYMENT PROVISIONS**

**EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT**

**EXHIBIT D: INSTITUTIONAL BOARD REVIEW APPLICATION**

IN WITNESS WHEREOF the parties hereto have executed this Contract.

CONTRACTOR

COUNTY OF VENTURA

Kate English  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

KATE ENGLISH  
Printed Name

\_\_\_\_\_  
Printed Name

EXECUTIVE DIRECTOR  
Title

\_\_\_\_\_  
Title

08/02/19  
Date

\_\_\_\_\_  
Date

CONTRACTOR

Cynthia King  
Authorized Signature

CYNTHIA KING  
Printed Name

BOARD PRESIDENT  
Title

08/02/19  
Date

## EXHIBIT "A"

### SCOPE OF WORK

#### ONE STEP a LA VEZ

##### Innovations Project: Conocimiento: Addressing ACES through Core Competencies

CONTRACTOR's program falls within the Mental Health Services Act (MHSA) "Innovation" component. Under this component, counties are expected to develop innovative projects and use the information learned from such projects to improve the behavioral health care system. All Innovation projects are time-limited and considered pilot projects. VCBH will contract with One Step a La Vez to execute the Innovation research project: Conocimiento: Addressing ACES through Core Competencies.

**Primary Purpose:** Prevention service aiming to utilize community collaboration to reduce adverse outcomes in adolescents living in poverty or with ACES by increasing core competencies and building resilience

#### CONTRACTOR RESPONSIBILITIES:

CONTRACTOR'S activities, deliverables, outputs, and outcomes shall be aligned in accordance with the following model:

Core Deliverables	Target Enrollment	Outputs	Outcomes
1. Staff training in:  a) ACES/Childhood Trauma and at-risk youth  b) Working with LGBTQ youth to build accepting communities with  2. An annual refresher course	3-5 staff (-to include Youth leadership participants years 2-4)	12 hours of training in ACES/Childhood Trauma and on building accepting communities and at-risk youth with an annual refresher course	a. Youth focused and accepting environment that participants feel welcome and comfortable being their true selves  b. Staff feel comfortable recruiting youth parents and community members.  c. Staff feel comfortable and able to administer surveys, intervention programming, and planning meetings.

3. 52 Family Dinner and Discussions	100 Youth 15 Parents	Part of the overall 250 Intake, annual, and discharge assessments Topics to include:  Weekly "Dinner with Friends" Events take place at two afterschool teen centers	Quantitative data on the process and impact of participation in regular community meals with skill building topics  Increased core-competency skills (adaptive skills and self-regulatory capacities)
<b>Core Deliverables</b>	<b>Target Enrollment</b>	<b>Outputs</b>	<b>Outcomes</b>
4. Minimum of 52 Youth planning meetings that utilize consensus decision making for Family Dinner Discussions and Summer Events.	2-5 youth lead the planning process for each of the bi-monthly meals and discussions	100 Intake, Annual, and discharge assessments Topics to be considered:  -Decision making and prioritizing skills -Mental Health awareness/treatment/access -Building social capital -Perseverance and impulse control -Independent living skills -NAMI –In our own Voice -Building Trust -Interactions & connections to local decision makers and business owners -Self-Assessment/Goal Setting -Emotional Identification Strategies -Cultural Identity -Future Focus Planning	-Increased resiliency: improved self-efficacy, improved perseverance and goal setting; increased social support; improved outlook for the future  -Increased core-competency skills (adaptive skills and self-regulatory capacities)
5. Summer Events and additionally needed planning meetings. To take place with youth from Santa Paula and Fillmore sites. Planning meetings to be in addition to or combined with the bi-monthly youth planning	Target enrolled to be determined.	1 event per summer (4 total) planned and executed by a joint youth planning group (suggested ideas retreat, summer camp, mural, festival, play/video etc.)	Participants gain experience in planning a large-scale event/trip/activity and gain the exposure of attending and or accomplishing the project

meetings.			
6. 4-8 Youth leaders	Minimum of 2 leaders per site per year after year 1	Peer leads will assist act as additional role models by leading recruitment, planning meetings, arranging transportation, and facilitating events	Youth gain leadership and job training skills
7.11 Parent Support Meetings	Target attendance: 6-10 parents per meeting 25 parents over the program span	2 Support meetings per year with parent participants	Increase Parenting skills  Increased parent engagement  Increased parent self-efficacy
8. 8 Focus Groups	6-10 individuals per group	1 with youth per year  1 with parents per year	Qualitative information about secondary learning goals
9. 11 All Staff Monthly Team Meetings for youth and parent case planning as well as calendaring for the following month of activities	3-6 Staff members Fillmore and Santa Paula to attend meeting.	10 Joint and consensus case planning for youth and parents.  Planning for the following month of activities	Collaborative care for youth and families
10. Finalize Project Evaluation in partnership with VCBH.	100 youth participants  15 Parent Participants	Support County and Evalcorp in Final Report summarizing the project and evaluation process and results.	Publication of report.

**1. Staffing: Contractor will recruit and/or assign the following positions to provide the services described in this contract:**

**Project Director,** Project Director will be responsible for the supervision, oversight & implementation of the proposed project. Coordinate trainings and provide supervision for staff.  
Time to Project 80 hours for 48 months FTE

**Assistant Project Manager,** Assistant Project Manager will assist the Project Director on oversight & implementation proposed project. Attend team meetings, lead youth planning meetings when needed, coordinate youth transportation, and assist Parent Liaison in duties as needed.  
Time to Project 55 hours for 48 months FTE

**Parent Liaison,** Parent Liaison will be responsible for communication between project staff and team member's parents. Provide in home support and assessments, coordinate transportation as needed to fulfill families personalized goals. Offer emergency assistance as agreed by team

for high need families. Connecting parents to and lead or arrange speaker/leader for support meetings; relationship building between project staff and project team member's parents. Attend team meetings and support program as needed.  
Time to Project 55 hours for 48 months FTE

2. **Training:** All CONTRACTOR staff providing these services and supports will receive and complete training including, but not limited to:
  - a. Data collection for qualitative and quantitative methodology.
  - b. Overview of protocols for accessing services through the Screening, Triage, Assessment, and Referral (STAR) and Rapid Integrated Support and Engagement (RISE) Programs.
  - c. Working with LGBTQ youth
  - d. ACES-Adverse Childhood Experiences Scale
  - e. Should it be needed the CONTRACTOR will acquire the appropriate training and support to prevent secondary trauma.
3. **Administration:** CONTRACTOR responsibilities include, but are not limited to:
  - a. CONTRACTOR will meet at a minimum of 2 times per year or as needed with COUNTY to review progress, provide updates, and discuss any technical assistance needed. COUNTY will provide additional training, information, and support during these meetings. CONTRACTOR will notify COUNTY of all program related events and activities.
    - Planning meetings to take place regularly for the first year of the Innovative program schedule to be determined by COUNTY.
  - b. As CONTRACTOR recruits participants and provides information within the Santa Clara Valley community, CONTRACTOR will act as a liaison between the community and the RISE and/or STAR program when mental health services are indicated for an individual or family. CONTRACTOR will have an identified COUNTY Community Service Coordinator, from the RISE program, to provide coordination, appointment setting, follow-up and other liaison duties as indicated. The purpose of community linkage and support is to ensure those within the community who are seeking or have been identified as potentially needing mental health services are provided the appropriate link to supportive services. All contacts and linkage with individuals who show interest in accessing mental health services will be logged and reported to the COUNTY. Individuals referred will still be eligible to participate in the indigenous activities.
  - c. CONTRACTOR'S primary staff funded by this Agreement must attend semiannual CONTRACTOR Program Monitoring Meetings with the VCBH MHSA Manager and the VCBH Contracts Department as requested by COUNTY.
  - d. CONTRACTOR will be responsible for coordination of transportation needs in advance of events or appointments as needed each week. Reservations will be made in accordance with transportation contractor's processes for scheduling and cancelling rides in advance.
4. **Timeline:** This contracted project is expected to span a four year period in order to achieve all contract goals and deliverables. The contract must be reviewed and renewed each year based on program outcomes and budget considerations.

The COUNTY recognizes that the timeline below is projected and may change, CONTRACTOR will be responsible for updating the timeline quarterly.

#### **Projected Timeline**

<b>Core Deliverable</b>	<b>Year and Quarter FY June-July</b>
1. Staff Training	3-5 Staff Trained by Year 1 Qtr 2
2. Family Dinner/Discussion	15 in year 1 to begin Qtr. 3; 30 per years 2-4 (responsible for planning half and attending half)
3. Planning Meetings	Minimum of: 8 for year 1 begin Qtr. 2 15 per years 2-4 beginning in year 2 Qtr. 2
4. Summer Events	4 total First one in one Year 1 Qtr. 4
5. Youth Leaders	Year 2 Qtr. 1
6. Parent Support Meetings	Year 1 Qtr. 3 Year 2-4 minimum of bi-annual schedule
7. Focus Groups	Annually in Qtr 4
8. Final Evaluation	Completed by Year 4 Quarter 4

5. **Evaluation:** CONTRACTOR will assist COUNTY in creating, an evaluation plan which will ensure the validity of the research project. The evaluation plan will establish methods to measure and achieve the Learning Goals set forth below:

#### Primary Learning Goals

1. To what degree does the program have an effect on youth's resilience?
2. Does program involvement increase the number of supportive adult relationships youth have?
3. To what degree are youth's core competencies improved as a result of the program?
4. To what degree was there a change in parenting self-efficacy?

#### Secondary Learning Goals

5. Were youth satisfied with the weekly meal programming?
6. Do youth have a connection to faith and cultural tradition?
7. How satisfied were families with the program?
8. To what degree did families feel less stress due to program involvement?

COUNTY will develop measurement tools in collaboration with the Evaluator and contracted staff to measure the Learning Goals. Analysis of the Learning Goals will be demonstrated through the ongoing evidence and documentation of focus groups, intake surveys, and the pre/ post assessments.

#### **6. Data Collection and Reporting Requirements**

- a. CONTRACTOR will submit all publications to COUNTY for events, presentations, participant recruitment, and research tools such as focus group questionnaires, surveys, and pre/post assessments. All materials

developed or distributed under this contract shall meet all MHSA logo guidelines and regulations.

- b. CONTRACTOR will report all program activities, pre/posttests, survey results, linkage, liaison, and/or summer planning meetings to COUNTY on a monthly basis.
- c. CONTRACTOR will be responsible for capturing data upon participants' enrollment in the project. Upon intake of a participant in the project, CONTRACTOR will also complete metrics (mutually agreed upon by COUNTY) including but not limited to:
  - Demographic information
  - Unique identifiers for each participant
  - Measurement tools, satisfaction surveys, or other surveys
  - Agency and community referrals
- d. CONTRACTOR is responsible for entering and submitting all data related to its efforts into a database provided by VCBH by the 25<sup>th</sup> of the following month for which the data was collected, as required by federal, state, and local regulations, as well as any additional data reporting requirements mutually agreed upon by CONTRACTOR and COUNTY. Failure to comply with on-time data entry shall result in a delay of payment to CONTRACTOR until data entry has been completed (see Exhibit "B," Section "E"). For example: outreach data for the month of April will need to be entered on or before May 25<sup>th</sup> in order for VCBH to have sufficient time to distribute the monthly report for the April invoice cycle.
- e. In order to be considered for future funding, there must be measurable outcomes resulting from the work contained in Exhibit "A."
- f. CONTRACTOR will submit a VCBH Quarterly Report with a detailed description of the progress or challenges on completing each goal, objective and/or strategy defined in Exhibit "A" by the 30<sup>th</sup> day following the end of the quarter, for the previous quarter. Copies of all substantiating documentation must be attached.
- g. Reporting Deadlines

Report:	Invoice	Data Tool	Quarterly Reports	Evaluation Report
Frequency:	Monthly	Monthly	Quarterly	Once
Deadline:	The 10 <sup>th</sup>	The 25 <sup>th</sup>	30 <sup>th</sup> of Jan/ April/ July/ Oct	Contract End

7. **Linkage and Referral Support for Community Resources:** CONTRACTOR will provide community referrals/resources at intake and subsequently as needed to individuals or families. The purpose of community linkage and support is to ensure those within the community who are seeking or have been identified as potentially needing community services/resources are provided with the appropriate resources. All contacts and linkages resulting in referral to community services/resources will be logged and reported to the COUNTY. Tracking these individuals will help ensure a smooth transition and a continuum of care.

8. **Records:** CONTRACTOR will maintain records of activities, sign-in sheets, meeting notes, training, surveys, assessments, and/or local media coverage and be prepared to review these documents with COUNTY MHSA upon request for a minimum of 5 years.
9. **Procedures Required for Maintaining IRB Approval:** This project has been granted approval by the Ventura County Medical Center Institutional Review Board (IRB). CONTRACTOR shall follow the research procedures and requirements set forth in Sections "A," "B," "C," "E," "F," "G," "H" and "I" of the COUNTY's IRB application (Exhibit "D," attached and incorporated by reference). CONTRACTOR is required to present annually to the IRB and assist the COUNTY in maintaining IRB approval for this project.

## **EXHIBIT "B"**

### **PAYMENT PROVISIONS**

**July 1, 2019 through June 30, 2023**

**CONTRACTOR shall be paid according to the following:**

**A. PAYMENT**

The maximum total amount of the Agreement for the period July 1, 2019 through June 30, 2023 shall not exceed a budget of \$389,247.82 See attached budget.

**B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.**

**C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR'S invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within 10 working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.**

**D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.**

**E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.**

**F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.**

**G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.**

**BUDGET**  
**ONE STEP a LA VEZ**  
**July 1, 2019 through June 30, 2023**

CONOCIMIENTO - FILLMORE								
				FY19-20	FY20-21	FY21-22	FY22-23	4 year
		Hours	Rate	Budget	Budget	Budget	Budget	Totals
<b>I</b>	<b>Personnel</b>							
	Program Coordinator	1800	\$ 20.00	\$ 36,000.00	\$ 37,080.00	\$ 38,192.40	\$ 39,338.17	\$ 150,610.57
	Program/Family Assistants (2)	1312	\$ 18.00	\$ 23,616.00	\$ 24,324.48	\$ 25,054.21	\$ 25,805.84	\$ 98,800.54
	Sub Total - Personnel			\$ 59,616.00	\$ 61,404.48	\$ 63,246.61	\$ 65,144.01	\$ 249,411.11
	Benefits		10%	\$ 5,961.60	\$ 6,140.45	\$ 6,324.66	\$ 6,514.40	\$ 24,941.11
	<b>Sub Total Personnel</b>			<b>\$65,577.60</b>	<b>\$67,544.93</b>	<b>\$69,571.28</b>	<b>\$ 71,658.41</b>	<b>\$274,352.22</b>
<b>II</b>	<b>DIRECT OPERATING EXPENSES</b>							
<b>A</b>	<b>OPERATIONAL</b>	Per Yr Qty	Rate					
a	Program Supplies & Food	1	\$7,500.00	\$ 7,500.00	\$ 7,725.00	\$ 7,956.75	\$ 8,195.45	\$ 31,377.20
b	Youth Incentives	50	\$ 25.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00
c	Miscellaneous -Supportive Svs.	1	\$3,000.00	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 12,550.88
d	Video Production	1	\$3,000.00	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 12,550.88
e	Summer	1	\$2,750.00	\$ 2,750.00	\$ 2,832.50	\$ 2,917.48	\$ 3,005.00	\$ 11,504.97
	<b>Sub Total Operational</b>			<b>\$17,500.00</b>	<b>\$17,987.50</b>	<b>\$18,489.63</b>	<b>\$ 19,006.81</b>	<b>\$ 72,983.94</b>
<b>B</b>	<b>EQUIPMENT</b>							
a	TBD	3	\$1,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00
	<b>Sub Total Equipment</b>			<b>\$ 4,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,500.00</b>
	<b>Sub Total Direct Operating Expenses</b>			<b>\$22,000.00</b>	<b>\$17,987.50</b>	<b>\$18,489.63</b>	<b>\$ 19,006.81</b>	<b>\$ 77,483.94</b>
<b>III</b>	<b>INDIRECT COSTS / ADMINISTRATION</b>		Rate					
a	Administrative OH (15% of Salaries)		15%	\$ 8,942.40	\$ 9,210.67	\$ 9,486.99	\$ 9,771.60	\$ 37,411.67
	<b>Sub Total Indirect Costs/Administration</b>			<b>\$ 8,942.40</b>	<b>\$ 9,210.67</b>	<b>\$ 9,486.99</b>	<b>\$ 9,771.60</b>	<b>\$ 37,411.67</b>
	<b>Total Program Cost</b>			<b>\$96,520.00</b>	<b>\$94,743.10</b>	<b>\$97,547.89</b>	<b>\$100,436.83</b>	<b>\$389,247.82</b>
	Evaluation			\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Grand Total</b>							<b>\$389,247.82</b>

**Note:** Upon advance notice to and approval from COUNTY, individual line items between categories in CONTRACTOR's operational budget may fluctuate up to 20%. Line item categories are: "Personnel, Direct Operating Expenses" and "Indirect Costs/Administration." Any approved increase to a line item must identify a corresponding decrease to ensure that the total contract maximum as set forth in Exhibit "B," Section A is not exceeded.

**Note:** Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.

**EXHIBIT "C"**  
**BUSINESS ASSOCIATE AGREEMENT**

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

**I. Definitions**

- a. Business Associate shall mean One Step a La Vez.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

**II. Obligations and Activities of Business Associate**

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the 'Security Rule') with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between Subcontractor and

Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

### **III. Permitted General Uses and Disclosures by Business Associate**

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Mental Health Prevention services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum

Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.

- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

#### **IV. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

#### **V. Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

## **VI. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

## **VII. Term and Termination**

- a. *Term.* This Agreement shall be effective as of **July 1, 2019**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the Prevention and Early Intervention services by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
  1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
  3. The rights and obligations under this Section shall survive the termination of this Agreement.

### VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.

*Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**CONTRACTOR**

**COUNTY OF VENTURA**



Authorized Signature

Authorized Signature

KATE ENGLISH

Printed Name

Printed Name

EXECUTIVE DIRECTOR

Title

Title

8/02/19

Date

Date

**CONTRACTOR**



Authorized Signature

CYNTHIA KING

Printed Name

BOARD PRESIDENT

Title

8/02/19

Date

## EXHIBIT "D"

### INSTITUTIONAL BOARD REVIEW APPLICATION



Associated with the UCLA School of Medicine

A Division of the Ventura County Health Care Agency

INSTITUTIONAL REVIEW BOARD

MEDICAL STAFF SERVICES

Phone: (805) 652-6062

Fax: (805) 652-6169

#### INSTRUCTIONS FOR NON-INVESTIGATIONAL RESEARCH

In response to your inquiry regarding a *non-investigational research* study through the VCMC Institutional Review Board, an application is enclosed. This non-investigational research application does **not** meet the requirements for a formal investigational study for FDA purposes. If you wish to pursue a formal IRB investigational study, please contact the IRB Coordinator for the correct application and guidelines for research at VCMC.

Although this is *not an investigational study* by definition, the approval process is similar and many of the same questions are applicable. The "Research Study Application" must be fully completed by the sponsoring physician. If an item is not addressed, indicate why this is not applicable. As this application form may be forwarded to IRB members, please **type or print legibly**. Consent information and the consent form must accompany this application. An oath of confidentiality (enclosed example) must be completed by any person who reviews charts or abstracts patient data for this research.

Please return the completed application to the IRB Coordinator for IRB consideration. If expedited or emergency approval is necessary, please contact the IRB coordinator directly. If you have questions or need assistance with IRB matters please contact the IRB Coordinator at [krystal.clemente@ventura.org](mailto:krystal.clemente@ventura.org) or at Pediatric Diagnostic Center 805.652.6255

Cordially yours,

David Chase, M.D., Chairman  
VCMC Institutional Review Board

Name of Study \_\_\_\_\_  
page 2

#### INVESTIGATOR'S REPORTING RESPONSIBILITIES

- a. Notify the IRB within 30 days whenever research is completed or otherwise terminated.
- b. Promptly report to the IRB any changes in a research activity, proposed amendments, or unexpected reactions. 56.108 (a) (3)
- c. Promptly report to the IRB any unanticipated problems involving risks to subjects or others. 56.108 (a) (1)
- d. Notify the IRB Chairman within five (5) days and immediately in the case of a possible drug-related death of all adverse reactions experienced by subjects in the investigational study or reported to you by the sponsor/manufacture.
- e. Do not initiate changes in research during the period for which the IRB has already given approval without IRB review and approval, except where necessary to eliminate apparent immediate hazards to the human subjects. 56.108 (a) (4)

I acknowledge the above responsibilities and agree to abide by the policy, including requirements for Continuing Review, Changes in Studies, and Adverse Reactions.

		
Printed name of investigator	Signature of Investigator	Date

Investigator Only (Continued)

# RESEARCH STUDY APPLICATION FORM (non-investigational)

Name of Study	Conocimiento Addressing ACEs through Core Competencies		Date of request:	3/18/19
Objectives:	Please see attached			
Primary Investigator:	Hilary Carson		Other staff / ext:	
VCMC Medical Staff Sponsor	Lisa Acosta M.D.		(n/a if primary investigator is a VCMC Medical Staff Member)	
Investigator - Please comment on the following (or indicate where it is found in attached study). Use reverse if needed				
A	Research methods			
B	Selection of subjects			
C	Effect/Risks to subjects?  How are risks minimized?			
D	What are anticipated benefits to subjects?  What is the importance of the knowledge to be gained?			
E	Informed consent (please attach a copy of consent which will be used).			
F	How will data be monitored?			
G	Protections for privacy of subjects and to maintain the confidentiality of data. Note: An oath of confidentiality (example enclosed) must be completed by any person who reviews charts or abstracts patient data for this research.			
H	Protection of fetuses, pregnant women, children, prisoners, and those institutionalized as mentally disabled.			
I	Are subjects being compensated? If so, How?			
J	Are there costs to VCMC? How will these be addressed?			
Investigator's Signature		3/18/19	Med Staff Sponsor member Signature:	3/19/19
		date	(n/a if investigator is VCMC Med Staff Member)	Date:

Recommendation: ( ) Phone ( ) Expedited ( ) Emergency ( ) Compassionate ( ) Regular IRB Approval  
Approval ( ) as submitted ( ) with modification ( ) Other:

Signature of IRB Chairman \_\_\_\_\_ Date: \_\_\_\_\_ F:\USERS\MEDSTAFF\HARSH\NONINVES.APP(1/1/08)

IRB Research Study Application (Non-Investigational)

**Title:** Conocimiento Addressing ACES through Core Competencies

**Date:** March 14, 2019

**Primary Investigator:** Hilary Carson MHS Innovations Program Administrator (805) 981-8496 - additional evaluation support supplied by county contracted agency, Evalcorp.

**Med Staff Sponsor:** Lisa Acosta M.D.

**Primary Objective:** To evaluate whether core competency and relationship building will increase feelings of community connectedness; Improve resilience; and increase social support for adolescents experiencing childhood poverty or Adverse Childhood Experiences (ACES).

**A. Research Methods**

**Overview:** Two teen centers located in Fillmore and Santa Paula will partner to implement Conocimiento, a supportive and supplemental program to the teen centers' activities. Once a week, meals will be planned by youth at one site while youth of the opposite site will attend and vice versa the following week. Transportation, one of the major barriers to interaction, will be provided. Meals will be part community building and part skill building with a list of topics and guest speakers with the intentions of fostering executive functioning (adaptive skills and self-regulatory capacities) and resilience in the participants. The weekly program will build toward a summer event that is chosen and designed by the youth participants through a consensus decision-making process so all perspectives are considered. Consensus decision-making is a process that is designed to take additional time and allow each youth's perspective to be valued. A family liaison will support the program by providing outreach and recruitment to the families of youth. Families will be invited to participate, but it will not be a requirement of the program participants. Families willing to enroll will receive in-home services designed to offer non clinical case management, system navigation, parent support meetings, skills development and emergency resources for high-need families. They will also establish routines such as family dinners. The current goal is to include local community leaders, elders, and professionals to assist in the support of these families.

A variety of short assessments will be completed upon enrollment, bi-annually, and at discharge through a survey app that will track progress. Participant and personal ACEs information will remain anonymous. This is an important factor in the two small towns, particularly for our LGBTQ youth and their families and for our undocumented community members.

**Methods:** This process evaluation, is a mixed methods research design utilizing self-assessment surveys and focus groups to assess the programs effect and impact on the participants. Intake, bi-annual, and discharge assessments will be administered through an online platform. Assessments will include ACEs baseline and other measures being considered below at intake and biannually, as well as focus groups that will take place annually. Program is planned to take place over four years. Participants may participate for all four years so long as they remain in the eligible age range (13-19). There is no minimum attendance requirement. Participants will be considered fully enrolled after 4 months.

Data to be collected will include participant demographics, the attendance frequency, level of participation (dosage), and outcome surveys, which will be collected through an online survey platform. Secondary goals of satisfaction, cultural connection and family stress will be assessed through annual focus groups. A qualitative and quantitative process design method will be used to evaluate the learning goals, using the above data. Self-reporting survey data will be evaluated to establish a baseline for comparison of pre- and post-intervention. Online pre- and post-surveys will measure self-reporting of dosage and targeted outcomes. Dosage will be defined as number of meals and planning sessions youth attended in a semester. Dosage and outcome surveys will be administered at intake and twice a year for the duration of the program. ACEs information will be taken twice; first, at intake and again at the end of the program. Program end will be defined as Semester 3, Year 4 of the program, or upon the summer after graduation for youth 18 to 19 years of age (whichever comes first). Efforts, such as outreach at the schools, phone calls, and possible incentives will be made to follow up with participants who drop out of program. Focus groups will take place once a year for youth and family member participants separately.

The following table outlines the measures that are currently being considered in relation to the Learning Goals. Psychometric properties were taken in to consideration for all listed measures. Each of the measures have quantifiable attributes (to be valid and reliable) regarding the listed indicators. Additional attention was paid in the selection of measures to include available and tested version in Spanish, previous use with similar population (at risk youth), and brevity.

Primary Learning Goal	Measures Under Consideration	Indicator	Completed by	Timing
Q.1. To what degree does the program have an effect on youth's resilience?	Resilience Scale 14 (RS-14)	Improved Resilience, Perseverance, Equanimity, Self-Reliance, Authenticity	Youth Participant	Intake/ Biannual/ Discharge
Q.1. To what degree does the program have an effect on youth's resilience?	Self-Control scale of the social emotional and character development scale (SECDS-4)	Improved Self-Control	Youth Participant	Intake/ Annual/ Discharge
Q.1. To what degree does the program have an effect on youth's resilience?	Community Engagement and Connections Survey- Connection to Community Subscale (CEC-5)	Improved Community Connectedness	Youth Participant	Intake/ Annual/ Discharge
Q.2. Does program involvement increase the number of supportive adult relationships youth have?	Presence of a Very Important Adult Scale	Improved Adult Relationships – Non-Parent	Youth Participant	Intake/ Annual/ Discharge
Q.3. To what degree are youth's core competencies improved as a result of the program?	Revised Implicit Theories of Intelligence (RITI-3)	Improved Growth Mindset – Academics	Youth Participant	Intake/ Annual /Discharge
Q.4 To what degree was there a change in	Multicultural Inventory of Parenting Self-Efficacy	Improved Parental Self-Efficacy and Positive Control	Parent Participant	Intake/ Annual/ Discharge

parenting self-efficacy?				
Client Profile	ACEs + Poverty and Immigration	Risk Profile	Parent and Youth Participants	Intake/ Discharge
Client Profile	MHSA Demographic Regulations	Demographics	Parent and Youth Participant	Intake

Secondary Learning Goals	Measures	Indicator	Completed by	Timing
Q.5. Were youth satisfied with the weekly meal programming?	Focus Groups /Likert Satisfaction Scale Question	Degree of Satisfaction with Program Elements	Youth Participant	Annual
Q.6. Do youth have a connection to faith and cultural tradition?	Focus Groups /Modified versions of FICA Spiritual Assessment and the HOPE Spiritual Assessment	Degree of Connection to Faith and Culture	Youth Participant	Annual
Q.7. How satisfied were families with the program?	Focus Groups /Likert Satisfaction Scale Question	Degree of Satisfaction with Program Elements	Parent Participant	Annual
Q.8. To what degree did families feel less stress due to program involvement?	Brief Family Distress Scale	Lower Family Stress	Parent Participant	Annual

#### **B. Selection of Subjects**

Target participants will be existing members of the two teen center programs located in Fillmore and Santa Paula ages 13-19. Additional youth will be referred by the juvenile justice division of Ventura County Probation, the Insights program (Ventura County Behavioral Health Service), and the local school districts middle and high school administrations. All parents of youth participants will be invited to receive additional education and support through the parent services track.

**Youth Focus Group:** To be eligible for the focus group, participants will be 1) active and enrolled or recently discharged participants in the program; 2) 18 years of age or older or have signed permission to participate from a parent/legal guardian.

**Parent Focus Group:** To be eligible for the focus group, participants will be 1) Parents of participants in the program enrolled, incomplete, or discharged 2) 18 years of age or older 3) Additional targeted focus but not requirement: active and enrolled in parent/family services.

**C. Effect/Risk to subjects**

**Focus Groups:** There are minimal risks to being involved in the focus groups. Focus groups will be facilitated by professionals' likely Evalcorp research group. Focus groups will rely on notetaking and listening to the audio recordings of the group. No names will be associated with the feedback, only the opinions or concepts that the participants discuss.

**Online Assessments:** There are minimal risks to participating in the assessments because enrollment is voluntary and personal identifying information will be kept confidential.

**D. Anticipated Benefits?**

Participants may be compensated for their participation in the program through incentives for such achievements as taking a leadership role in a meal session or continued attendance or becoming a peer leader. They may also benefit from strengthened resiliency and core competencies as hypothesized depending on length and dedication to the program designed.

**a. What is the importance of the knowledge to be gained?**

In 2018, three of the four school districts in the Santa Clara Valley (Santa Paula, Fillmore, and Piru) had schools with more than 80% of children who qualified for free or reduced lunch programs, and some schools were as high as 95%. To qualify for such programs, a family of four would have survived on \$25,000 a year or less in a county where the average household income is more than triple that amount at \$81,972 (U.S. Census 2018). Several of these families work multiple jobs, odd hours or long days, and many are farmworkers with few job benefits.

The area suffers from many of the same issues as other rural small towns. School resources are limited, with just two high schools across the three regions. The population is more than 95% Hispanic, with high levels of English learners in schools. School suspension rates in Santa Paula double the state average, and Fillmore and Santa Paula have expulsion rates that also double the state average (California Department of Education, 2018). There are few activities beyond school sports, and limited transportation means many teens hang around with few organized interests to keep them occupied past 5th grade, especially if a low GPA means students can't qualify for school sports. Academic performances measures for English and math often remain orange (meaning, a rating of 2 out of 5) year after year on the California School Dashboard's site.

ACEs, or the Adverse Childhood Experiences assessment, combines years of research that is synonymous with broad understanding of the predictive health and functioning risk factors of adverse experiences in childhood. All ACEs sites intend to get the word out about the predictive nature of these scores; however, in determining what type of intervention is an effective counterpunch to these predictors has yet to be as broadly understood. Resilience is repeatedly listed as the key element to counteract ACEs risks. Testing what that means and how to build it is the heart of the proposed project: Conocimiento. This program will combine the science of building up resilience, the power of community involvement and the innovative support of the Mental Health Services Act to test the effects on preventative mental health.

The communities of the Santa Clara Valley are heavily invested in building better environments that foster resilience and counteract negative experiences of ACEs that can have lifelong effects on their youth. Protective experiences and well-developed core competencies are effective equalizers to significant ACEs and the ongoing stress of living in poverty. One way to build these skills is through regular family dinners, which incorporate many of the resiliency strategies naturally; however, given the irregular schedules of the working poor, regular family dinners are not always feasible. According to the Center on the Developing Child at Harvard, research indicates the presence of the following four factors as the most effective strategies to building resilience.

- Facilitating supportive adult relationships;
- Building a sense of self-efficacy and perceived control;
- Providing opportunities to strengthen adaptive skills and self-regulatory capacities;
- Mobilizing sources of faith, hope and cultural traditions  
([developingchild.harvard.edu](http://developingchild.harvard.edu))

These capabilities can be developed at any age, but the proposed program is designed on the premise of promoting development of each of these areas over a four-year period for youth and their family members who are 13-19 years of age.

**E. Informed Consent**

The attached form will ensure that the participant knows that they will be questioned about their Adverse Childhood Experiences, family income, and resiliency through a set of online anonymous assessments, and their satisfaction with the service as well as their connection to faith and culture through optional focus groups. The research has minimal risk and all participants must have permission from a parent or guardian unless they are 18 years or older. See attached form.

**F. How will data be monitored?**

The personnel gathering, collecting, or receiving research data will receive training in human subjects' research, specific protocols, and measurement techniques relevant to their roles. The project personnel will take active steps to ensure data completeness, including careful training, and review of all data submission. Measures taken to maximize participant retention will also contribute to data completeness. Data will be inspected and subjected to quality control procedures. All data collection and quality control procedures will be included in the formal study protocol to guide study implementation and dissemination.

**G. Protections for privacy of subjects and to maintain the confidentiality of data**

The research team will include the relevant teen center staff at both centers and Evalcorp. All members of the research team will have access to personal identifiable information and be required to be trained in human subjects' research protocols.

Teen center staff will recruit participants, administer informed consent, administer pre and posttests (for youth and families), and assist with any additional data entry. Family liaison staff (1 at each site) are bilingual in Spanish and English. Project measures (ACES and other identified scales) will be administered by the teen center staff through an online platform. Informed

consent and intake paperwork, also administered by teen center staff, will be completed on paper and hard copies will be kept in a locked file cabinet with limited access by authorized personnel. Intake data entered on to site specific spreadsheets will include password protection. Hard copies of the forms will be destroyed after year four of the project or when the project is terminated. The research team will take active steps to ensure privacy is maintained during administering all project paperwork.

**H. Protection of Fetuses, pregnant women, children, prisoners, and those institutionalized as mentally disabled.**

Project participation does not include high-risk activities that could harm fetuses, pregnant women, or children prisoners. The project does not provide direct clinical services. The intervention described in the study is designed to connect any youth in need of a higher level of care to available clinical interventions.

**I. Are subjects being compensated? If so How**

Participants will not be compensated solely for participation in the project. Incentives will be available for some youth as determined by the participating sites. Some of the suggested uses are scholarship dollars for school (vocational or collage), food, gift cards, etc. There will also be supportive service dollars for sites to use on parents who are exhibiting crisis such as car being impounded, food stamp shortage, sports registration costs, license renewal or other time costs that can relieve family stress or protect youth from missing out on worthwhile youth experiences.

**J. Are there costs to VCMC?**

There are no costs applied to VCMC. The project will be paid in full by the MHSA under the innovations. Funding for this project has already been approved by the Behavioral Health Advisory Board and is pending approval from the Board of Supervisors, and the state by the Mental Health Oversight and Accountability Commission. Both will be required before this project begins and any changes to the project evaluation will be forwarded to the IRB.

## INTRODUCTION

### WHAT IS INVOLVED IN THE STUDY?

- Decision making and prioritizing skills
- Mental Health awareness
- Self-assessment/goal setting
- Perseverance and impulse control
- Identifying Emotions
- Cultural identity
- Independent living skills
- Future focus planning

## CONFIDENTIALITY

## YOUR RIGHTS AS A RESEARCH PARTICIPANT?

### Consent of Participant (or Legally Authorized Representative)

**Signature of Participant's Legal Guardian if under the age 18**

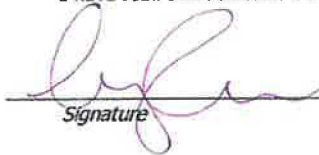
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<b>Print Name</b>	<b>Signature</b>	<b>Date</b>
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## Bill of Rights for Clinical Study Patients

1. The patient has the right to be informed of the nature and purpose of the experiment or clinical study.
2. The patient has the right to be given an explanation of the procedures to be followed in the medical experiment or clinical study, and any drug or device to be utilized.
3. The patient has the right to be given a description of any attendant discomforts and risks reasonably to be expected from the experiment or clinical study.
4. The patient has the right to be given an explanation of any benefits to the subject reasonably to be expected from the experiment or clinical study.
5. The patient has the right to be given a disclosure of any appropriate alternative procedures, drugs or devices that might be advantageous to the patient, and their relative risks and benefits.
6. The patient has the right to be informed of the avenues of medical treatment, if any, available to the patient after the study if complications should arise.
7. The patient has the opportunity to ask any questions concerning the experiment or clinical study or the procedures involved.
8. The patient has the right to be instructed that the consent to participate in the medical study may be withdrawn at any time and the patient may discontinue participation in the medical experiment or clinical study without prejudice.
9. The patient has the right to be given a copy of the signed and dated written consent form.
10. The patient has the right to be given an opportunity to decide to consent or not to consent to a medical experiment or clinical study without the intervention of any element of force, fraud, deceit, duress, coercion, or undue influence on the patient's decision.

*I have read and received a copy of the Bill of Rights for Clinical Study Patients.*

  
Signature

  
Date

**VENTURA COUNTY HEALTH CARE AGENCY**

**OATH OF CONFIDENTIALITY**

I, Hilary Carson, as an agent of the Ventura County Health Care Agency, acknowledge that it is my responsibility to ensure that all patient information - computerized, hard copy documentation, or "knowledge-based" information - be kept strictly confidential and secure.

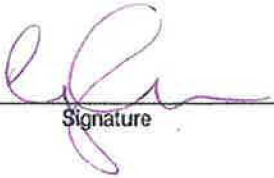
I agree to access only that information necessary to successfully undertake my job responsibilities. I agree to comply with any additional confidentiality and security guidelines that may be observed within my department.

I agree that, except as expressly permitted or required (1) by law or (2) in the proper course and scope of my employment, I will not at any time during or after my acting as agent of the Ventura County Health Care Agency make disclosures to anyone regarding patients' medical or personal information entrusted to or acquired by me as a public employee.

I understand that all areas of the Ventura County Health Care Agency should be regarded as sensitive. Areas where health care services are provided and areas where patient information is compiled, stored or transmitted should be considered particularly sensitive. I, as a Ventura County Health Care Agency agent, must respect the confidential nature of all activities and information that arise from such locations.

I understand that my failure to preserve the confidentiality of all patient information may result in disciplinary action, including termination and/or civil action against me.

I have read and understand the contents of this oath and will comply.

  
Signature

3/19/19  
Date