

**VENTURA COUNTY BEHAVIORAL HEALTH
MENTAL HEALTH SERVICES AGREEMENT**

CONTRACTOR: TURNING POINT FOUNDATION

PROGRAM: AUGMENTED BOARD AND CARE SERVICES

Fiscal Years (FY) 2020-21 and 2021-2022

This Agreement made and entered into as of this 1st day of June 1, 2021 by and between the COUNTY of VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and TURNING POINT FOUNDATION, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. **TERM.** This Agreement term shall begin June 1, 2021 and end June 30, 2022, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2020-21 and 2021-22. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods.
2. **NOTICE.** Notice shall be deemed to have been served when it is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

TO COUNTY:

Sevet Johnson, PsyD, Director
Ventura County Behavioral Health
1911 Williams Drive, Suite 200
Oxnard, CA 93036

TO CONTRACTOR:

Jason Meek, Executive Director
Turning Point Foundation
PO Box 24397
Ventura, CA 93002

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

3. **DIRECTOR.** As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health Department (VCBH).

4. LAWS AND REGULATIONS. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations which may include, but are not necessarily limited to, the applicable provisions of the California Welfare and Institutions Code; California Health and Safety Code; California Business and Professions Code; California Code of Regulations, titles 9 and 22; Code of Federal Regulations, title 42; Medi-Cal/Medicaid and Medicare laws, requirements, and regulations, including applicable subregulatory guidance and contract provisions; and any other Federal, State, and COUNTY policies and procedures, rules, ordinances, directives, manuals, policy letters, and guidelines, including the California State Department of Health Care Services Cost Reporting Data Collection Manual, Health Care Finance Administration requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.
5. DESCRIPTION OF SERVICES. CONTRACTOR shall provide services in the type and manner described in Exhibit "A" PROGRAM DESCRIPTION, attached and incorporated herein by this reference.
6. STATUS OF CONTRACTOR.
 - A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
 - B. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations 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.
 - C. If, in the performance of this Agreement, 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. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

D. CONTRACTOR agrees to hold harmless both the State and beneficiaries in the event the COUNTY cannot or shall not pay for services performed by CONTRACTOR pursuant to this Agreement.

7. CONFLICT OF INTEREST. CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable State and Federal laws and regulations governing conflicts of interest, including, but not limited to, the Political Reform Act, California Public Contract Code section 10365.5, California Government Code section 1090, 42 C.F.R. part 438.58, and the prohibitions described in Social Security Act section 1902(a)(4)(C).

8. NON-DISCRIMINATION IN EMPLOYMENT.

CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The Contractor and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's and any subcontractors obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

9. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

A. Consistent with the requirements of applicable federal law such as 42 C.F.R. Section 438.3(d)(3) and (4) or state law, CONTRACTOR shall not engage in

any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.3 (d)(3).

- B. CONTRACTOR'S nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- C. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, marital status, national origin, religion, sexual preference, age, or physical or mental handicap made directly to CONTRACTOR, must be communicated in writing to COUNTY within 5 days.
- D. CONTRACTOR's non-discrimination policy shall include a statement that clients' complaints alleging discrimination per this section may be made directly to COUNTY Patient Rights Advocate. COUNTY shall inform CONTRACTOR in writing within 5 days of receipt of any such complaint.
- E. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients and volunteers.

10. INDEMNIFICATION AND HOLD HARMLESS.

All activities and/or work covered by this contract will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), 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, costs (including attorney's fees), 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.

11. INSURANCE.

- A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance:

- 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 \$100,000 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.
 - 2a) Personal Automobile Liability coverage, in the minimum amount of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage, and \$35,000 Uninsured/Underinsured Motorist coverage, for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
 - 3) Workers' 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) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property include, 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.
- 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.
 - 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 and Ventura County Behavioral Health are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement for General Liability Insurance.
 - E. CONTRACTOR agrees to waive all rights of subrogation against the County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement.

- 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 and Ventura County Behavioral Health.
- G. Contractor agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of subrogation endorsements (A.K.A.: Waiver of Transfer of Rights Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

12. CLAIMS MADE INSURANCE

If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

- 13. DELEGATION AND ASSIGNMENT. Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void, and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors, and which include provisions to verify, by sampling or other methods, whether the services rendered by a subcontractor were received by a beneficiary. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement. No subcontract shall terminate the legal responsibility of CONTRACTOR to COUNTY to assure all the activities and obligations under this Agreement will be carried out. For subcontractors that do not perform satisfactorily, CONTRACTOR will remedy the noncompliance in a manner acceptable to COUNTY. Noncompliance may be remedied through a plan of correction or by revoking the delegation of activities,

obligations, or reporting requirements. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any noncompliance.

14. ALTERATION. Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
15. SUCCESSORS. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
16. NO WAIVER. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.
17. TIME. Time is of the essence of this Agreement.
18. DISPUTES. Any dispute under the term of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the designated representative of each party for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.
19. TERMINATION.
 - A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
 - B. After the giving of notice of Termination CONTRACTOR shall: 1) Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination. 2) If appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
 - C. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:

- 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
 - 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
 - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
 - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
 - 5) Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
 - 6) The CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, Federal, State, and local laws, regulations and directives with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.
- E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement (including any extension thereof), COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

20. LICENSES, CERTIFICATIONS, AND STAFFING.

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. Failure to maintain the licenses, permits, registrations, accreditations, and certificates, shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR'S written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations
- C. CONTRACTOR shall make available to COUNTY annually, within 60 days of each new fiscal year and upon request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, experience, and compensation and benefits paid to each person providing services under this Agreement.

21. OPERATION AND ADMINISTRATION.

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
- B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.
- C. This Agreement shall be administered on behalf of COUNTY by the DIRECTOR or designee. The DIRECTOR or designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR'S performance hereunder.

22. **ADMISSION POLICIES.** CONTRACTOR shall admit clients for services under this Agreement in accordance with written admission policies which are mutually agreed upon by COUNTY. Prior authorization by COUNTY shall be required for all services provided under this Agreement. The admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination as described in this Agreement. A copy of the written admission policies shall be provided to COUNTY upon request.
23. **PATIENTS'/CLIENTS' RIGHTS.** CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, Titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination requirements specified in the DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice No. 18-010E. Client information materials ("Ventura County Mental Health Plan Beneficiary Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."
24. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, California Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records.
25. **BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached hereto as Exhibit "C" BUSINESS ASSOCIATE AGREEMENT, and incorporated by reference.
26. **PROGRAM MONITORING AND REVIEW.**

- A. Pursuant to California Welfare and Institutions Code section 5608 and California Code of Regulations, title 9, section 521, services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or his or her authorized designee.
 - B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTOR to come on CONTRACTOR's premises or facilities for the purpose of making periodic inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement and to ensure no fraud, waste, or abuse is occurring or has occurred in the delivery of services to beneficiaries.
 - C. The DIRECTOR or his or her designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
 - D. In monitoring its service delivery and program operations, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse, and which include provisions to verify, by sampling or other methods, whether the services rendered by CONTRACTOR or any subcontractor were received by a beneficiary.
 - E. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services. CONTRACTOR will complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement and required by COUNTY to meet its obligations under its contract with the Department of Health Care Services.
 - F. If CONTRACTOR is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be developed, and CONTRACTOR will be given a specified period to correct the non-compliance or unsatisfactory performance. Should CONTRACTOR fail to remediate any non-compliance or unsatisfactory performance, CONTRACTOR may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.
27. RECORDS. CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, books, records, contracts, computer or other electronic systems, reports, financial records,

documents of account, beneficiary records, prescription files, human resource records, subcontracts, and any other documentation pertaining to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

- A. Patient/Client Records. CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.
- B. Financial Records. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in the State Department of Mental Health Cost Reporting/Data Collection Manual, Short-Doyle/Medi-Cal requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.
- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of 10 years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of a minor, all patient/client records and psychologist records shall be retained either for one (1) year past the patient's eighteenth (18th) birthday, for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

28. PAYMENT. CONTRACTOR shall be paid in accordance with Exhibit "B" PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.
29. REPORTS.
- A. CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud, (3) information about changes in a beneficiary's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.
 - B. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, COUNTY, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
 - C. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR'S actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
 - D. CONTRACTOR shall provide COUNTY with a copy of any State or Federal audit in connection with the services provided under this Agreement within 30 days of receipt, and also a copy of CONTRACTOR'S response to the audit, such as a Plan of Correction, at the time the report is submitted to the auditing agency.
30. FINAL SETTLEMENT; AUDIT OF SERVICES.
- A. CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY to evaluate the performance of CONTRACTOR and its subcontractor under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents,

premises, facilities, equipment, books, contracts, computers, or other electronic systems maintained by CONTRACTOR pertaining to Medi-Cal enrollees, Medi-Cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable, at any time. CONTRACTOR shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for a minimum of 10 years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. parts 438.3(h), 438.230(c)(3)(i-iii).) The Department of Health Care Services, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized designees, and COUNTY may inspect, evaluate, and audit the CONTRACTOR and its subcontractors at any time if there is reasonable possibility of fraud or similar risk. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR and its subcontractors under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Inspection shall occur at the CONTRACTOR's place of business, premises, or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least 10 years from the close of the state fiscal year in which the contract was in effect. CONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from COUNTY.

- B. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement, including beneficiary grievance and appeal records and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Agreement or in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to the performance of CONTRACTOR or its subcontractors under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

- C. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR as a result of any audit or review disallowance under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:
- 1) Paid in one cash payment.
 - 2) Paid by cash payment (s) over a period determined by COUNTY.
 - 3) Deducted from future claims over a period determine by COUNTY.
 - 4) Deducted from any amounts due whether under this Agreement or otherwise.
 - 5) A combination of any or all of the above
31. 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 180 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.
32. DRUG-FREE WORKPLACE CERTIFICATION. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Section 8350 et seq. and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or violations, as required by California Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355 (a), to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the CONTRACTORS policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by California Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
 - 1) will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - 2) will agree to abide by the terms of the CONTRACTOR'S statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if the COUNTY determines that any of the following has occurred; (1) the CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

- 33. SEVERABILITY OF AGREEMENT. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
- 34. CUMULATIVE REMEDIES. The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
- 35. PRIOR AGREEMENTS. This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the

parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.

36. CONTAMINATION AND POLLUTION. CONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
37. FACILITIES.
 - A. If CONTRACTOR proposes to add an additional location or to relocate its existing location, CONTRACTOR must have the location pre-approved by COUNTY to ensure the appropriateness of the location and adherence to geographic access time and distance standards. Locations deemed unacceptable will not be eligible for reimbursement. The approval must be in writing and signed by the DIRECTOR to be valid. Approval will be based solely on the need for additional services in the proposed area. CONTRACTOR is still responsible for all other approvals, permits, and due diligence required to ensure that the facility is appropriate for the intended use, and meets all local, State, and Federal rules, regulations and requirements.
 - B. CONTRACTOR will abide by the Good Neighbor Policy, Exhibit "D," attached and incorporated herein by this reference.
38. DUTY TO REPORT INCIDENTS TO COUNTY. CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client or staff safety, and/or COUNTY property which occurs in connection with CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement. Notification shall be sent directly to the assigned Behavioral Health Contract Manager.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC 624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notification provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY's request.

39. 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 is required to complete cultural and linguistic competence training. To comply with this requirement, CONTRACTOR will have the option to participate in either the online or classroom based cultural and linguistic competence training options that are available through the COUNTY throughout the fiscal year.
40. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.
- A. CONTRACTOR hereby acknowledges that COUNTY has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Health Care Agency (HCA) and certain of its contractors.
 - B. CONTRACTOR agrees that HCA's Code of Conduct will be provided to all of CONTRACTOR's employees and subcontractors who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which the COUNTY seeks reimbursement.
 - C. CONTRACTOR further agrees to obtain, retain, and submit within thirty (30) days of execution of this Agreement or within thirty (30) days of hiring/subcontracting of any Covered Individual, signed certifications to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the HCA Code of Conduct and agrees to abide by the requirements of the COUNTY'S Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "E," HCA CODE OF CONDUCT.
41. CONTRACT REDUCTION. In the event that the Board of Supervisors, County Executive Officer, VCBH Director implement reductions to the current fiscal year budget or in the event any of the funding sources for this contract implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal

compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH Director or designee.

42. NATIONAL VOTER REGISTRATION ACT (NVRA). CONTRACTOR shall fully comply with Section 7 of the NVRA. CONTRACTOR shall ensure that its personnel offer and provide voter registration assistance to clients in accordance with all applicable state and federal laws and regulations, including by requiring its personnel to attend annual training, and shall require its personnel to provide voter registration cards and voter preference forms to COUNTY's clients at the Premises. CONTRACTOR shall review with its personnel all directions provided by the U.S. Department of Justice regarding NVRA, including the information found at http://www.justice.gov/crt/about/vot/nvra/nvra_faq.php. CONTRACTOR shall submit the NVRA training sign off sheet, included by reference, to COUNTY on an annual basis or upon request by COUNTY to document that CONTRACTOR's staff have received NVRA training. The sign off sheet shall be submitted to COUNTY by the 15th day following the end of the fiscal year or upon request by COUNTY
43. EXTENT OF CONTRACTUAL DOCUMENTS. This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," and "E" and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description
Exhibit B: Payment Provisions
Exhibit C: Business Associate Agreement
Exhibit D: Good Neighbor Policy
Exhibit E: Code of Conduct

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month and year first above written.

CONTRACTOR

COUNTY

BY: Jason Meek
(Authorized Signature)

BY: Sevet Johnson
(Authorized Signature)

Jason Meek, Executive Director
(Printed Name and Title)

Sevet Johnson, PsyD
Behavioral Health Director

(Printed Name and Title)

Date: 5/18/2021

Date: 06/03/2021

CONTRACTOR

BY: Rena Sepulveda
(Authorized Signature)

Rena Sepulveda, Contracts and Grants Manager
(Printed Name and Title)

Date: 5/18/2021

EXHIBIT "A"

PROGRAM DESCRIPTION

CONTRACTOR provides augmented board and care services at a facility located in a residential area (Oak Place). The CONTRACTOR shall provide support services to mentally ill and disabled adults who require 24-hour care and supervision to live successfully in the community.

The facility is licensed by the California Department of Social Services (DSS), Community Care Licensing (CCL) Division and must provide services in accordance with all applicable laws and regulations.

VCBH provides referrals for placement and works in collaboration with the CONTRACTOR to ensure clients' service and treatment needs are met.

Services provided by the CONTRACTOR shall include:

- a. Collaboration with VCBH to ensure the best client care
 - b. Medication management
 - c. Care and supervision
 - d. Supportive and safe environment
 - e. Activities
 - f. Quality food (3 meals per day plus healthy snacks)
 - g. House cleanliness and maintenance
 - h. Transportation to ensure client care
 - i. Coordinating facility pest extermination services – Inspection and ongoing regularly scheduled bed bug treatments are required for the facility.
1. To qualify for continuation of client support service funds (CSSF), CONTRACTOR and COUNTY must mutually agree that the client meets the criteria for such funding. The goal for a few clients will be to progress, over time, to a lower level of care. The CONTRACTOR and COUNTY will cooperate in helping clients achieve this goal when appropriate.
2. If a client's condition deteriorates to the point where the client requires a higher level of care, the CONTRACTOR and COUNTY will cooperate to move the client to placement at an appropriate facility.
3. In order that placements, particularly those of individuals in acute care, are processed in a timely way, CONTRACTOR will respond to referrals by contacting the referring party within 24 business hours (3 business days) of receipt of a complete referral packet, and will interview the individual within 72 business hours (9 business days), notifying the referring party within 24 business hours of the interview and of the outcome.

EXHIBIT "B"

PAYMENT PROVISIONS

Program: Augmented Board and Care (Oak Place)

CONTRACTOR shall be paid according to the following:

A. The maximum total contract amount for this Agreement shall not exceed \$669,675 (13 month operating budget), for the service period of June 1, 2021 through June 30, 2022.

1. For the service period of June 1, 2021 through June 30, 2022, the maximum contract amount shall not exceed \$669,675, subject to the Start-up and Operating Budgets and rates below.

a. Start-up Budget (June 1, 2021 to September 30, 2021)

Furniture & Fixtures for Bedrooms, Dining/Living Rooms, Office and Patio	\$39,715
Kitchen Appliances/Supplies	\$11,220
Voice/Communications/Data Equipment	\$6,000
Cleaning/Household Items	\$2,000
Total	\$58,935

To be reimbursed for all Start-up expenditures, CONTRACTOR will be required to submit receipts and supporting documentation to verify Start-up expenses.

b. Operating Budget shall not exceed \$610,740 for the service period of June 1, 2021 through June 30, 2022 and be payable based upon the provisions specified in sections C, D, and E below.

2. For the service period of June 1, 2021 through June 30, 2022, the maximum contract amount shall not exceed an Operating budget of \$610,740, and be payable based upon the provisions specified in sections C, D, and E below.

B. The detailed budget (along with any background materials and source documents) that was submitted by the CONTRACTOR, and approved by COUNTY, to determine the Start-up, is the controlling budgetary document in the event of any dispute. CONTRACTOR shall not make any changes to the budget, unless such changes are approved in advance and in writing by the DIRECTOR or designee and, if applicable, in accordance with Federal and State requirements. CONTRACTOR budget and

budgetary expenses will be subject to audit by COUNTY to ensure appropriate use of funds and verify expenditures and costs.

- C. CONTRACTOR shall have the responsibility to directly bill and collect for all Supplemental Security Income (SSI) revenue due for CONTRACTOR's services to each COUNTY client. CONTRACTOR shall also have the responsibility to collect all 'share of costs' which client is eligible to receive. Share of costs includes, but is not limited to:
1. SSI funds;
 2. Co-Payments from Medi-Cal;
 3. Medi-Care funds;
 4. Insurance payments;
 5. Private funds
- D. For each CSSF approved client referred to the facility by COUNTY, CONTRACTOR shall receive \$1,305 per client/per month (partial months prorated).
- E. COUNTY will only remit payment for services rendered to VCBH clients. For non-VCBH clients, CONTRACTOR will be required to remit a credit on CONTRACTOR's invoice to COUNTY that is based upon a pro-rated amount of the lease costs associated with the non-VCBH beds in effect at the time of this Agreement.
- F. CONTRACTOR shall bill COUNTY as the 'payor of last resort' for clients whom CONTRACTOR has either received partial payment or has been denied payment entirely from other available sources, once CONTRACTOR deems those collection efforts exhausted. All claims submitted shall clearly identify the client(s), dates of service being billed, and any prorated credit due to COUNTY for any non- VCBH clients. The claim will be subject to the detailed review and approval by COUNTY. No cost that has been or will be reimbursed by any other revenue source shall be claimed by CONTRACTOR, and any future collections against these billings that CONTRACTOR may receive shall be reimbursed to COUNTY. Following receipt of a complete and correct monthly claim and approval by COUNTY, CONTRACTOR shall be paid within forty-five (45) working days.
- G. COUNTY may approve a client's absence from CONTRACTOR'S facility for necessary care in an acute psychiatric or medical facility, therapeutic visits, evaluation, court appearances, and other justifiable reasons, and may request that CONTRACTOR hold a vacant bed until the client is returned. COUNTY will reimburse CONTRACTOR based upon a COUNTY-approved daily rate for the client's bed hold. The client's daily bed hold rate will be calculated by dividing the client's monthly SSI payment by the number of days in the month in which a bed was held for the client. CONTRACTOR will be paid that daily rate multiplied by the number of days COUNTY approved for a bed to be held for the client. CONTRACTOR shall notify COUNTY of any client absence from CONTRACTOR's facility prior to or immediately upon a client's absence. COUNTY will only pay CONTRACTOR for bed holds which COUNTY is notified of and approves in advance.

- H. 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 DIRECTOR or designee prior to performance thereof.
- I. In the event that CONTRACTOR fails to comply with any provision of this Agreement, including the timely submission of any and all reports, records, documents, budgetary information, 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.

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 **Turning Point Foundation**.
- 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 Augmented Board and Care Services agreement**.
- 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 **June 1, 2021**, 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 Augmented Board and Care Services agreement** 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.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT “D”

Good Neighbor Policy

The County of Ventura contracts with adult residential facilities committed to providing neighborhood-based services for clients. In addition to the standard county contract language, contracts providing services must comply with this Good Neighbor Policy.

Facility and Facility Operations:

Each facility shall establish early communication with the affected neighborhoods and communities as a way to 1) identify potential physical impact on neighborhoods; 2) establish mitigation as necessary; and 3) implement appropriate management practices to minimize neighborhood complaints and encourage consideration of neighbors.

Neighborhood Complaints:

Each facility shall develop a written procedure for handling neighborhood complaints to ensure ease of communication to the appropriate regulatory agency.

The neighborhood complaint process must be available on site so that it is readily accessible upon request.

The written procedure shall include a contact number for the County of Ventura Behavioral Health Department liaison.

Staff and Resident Conduct:

Staff and residents are expected to conduct themselves in a manner that demonstrates consideration of their community members.

Staff and residents are encouraged to be courteous and considerate of neighbors when outdoors.

Community Service and Involvement:

In order to foster good relations between the staff and residents of a residential facility and other members of the community where the facility is located, staff and residents are encouraged to participate in community service activities that would tend to foster good will between the recovery community and their neighborhood.

EXHIBIT “E”

V_{ENTURA} C_{OUNTY} H_{EALTH} C_{ARE} A_{GENCY}
CODE OF CONDUCT

CODE OF CONDUCT NO 1

VCHCA's employees and agents shall strive to deliver quality, patient-centered health care services

- VCHCA's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCHCA shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCHCA's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care. Patients will be involved in decisions regarding the care that VCHCA delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCHCA and its policies, procedures and charges, and who will provide services on behalf of VCHCA.
- VCHCA employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCHCA solely based on race, gender, religion, creed, color, economic status or source of payment.
- VCHCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public or ourselves.

CODE OF CONDUCT NO 2

VCHCA's employees and agents shall comply with all applicable laws and regulations that affect its various businesses

- VCHCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards and other requirements imposed by

any level of government. Without limiting the generality of that statement, employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.

- VCHCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and either the Board of Supervisors or the purchasing agent as appropriate.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCHCA will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCHCA shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCHCA shall maintain complete and thorough medical and billing records.
- VCHCA, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations to their manager or supervisor, through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO 3

VCHCA's employees and agents shall engage in ethical business relationships

- VCHCA seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.
- Employees or agents shall not use or reveal any confidential information concerning VCHCA or use, for personal gain, confidential information obtained as an employee or agent of VCHCA.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to accomplishing and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCHCA.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employee or agent knows of or suspects a practice or incidents that may violated this Code of Conduct, Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO 4

VCHCA's employees and agents shall avoid conflicts of interest or the appearance of an impropriety

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCHCA.
- Employees and agents should avoid any activity that conflicts with the

interests of VCHCA or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or may be created, then he or she should consult with management.

- Placing business with any firm in which, there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be a director, manager or consultant of a potential competitor, customer or supplier of VCHCA without first disclosing that relationship to management.
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.
- Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to VCHCA in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO 5

VCHCA's employees and agents shall protect County's property And respect the property rights of others with whom we do business

- All employees and agents are personally responsible and accountable for the proper expenditure of VCHCA funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCHCA's funds.

- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCHCA or patient resources for personal or improper purposes, or permit to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCHCA's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCHCA.
- VCHCA equipment is intended to be used only for VCHCA or County business.
- Use of the Internet is for County business. Any misuse will result in disciplinary action in accordance with VCHCA policy. Employees and agents may only use computer systems, networks, and consistent with VCHCA's and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCHCA's or a patient's property is prohibited, including the outright theft of property or of money.
- VCHCA's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Confidential Compliance Line.

CODE OF CONDUCT NO 6

VCHCA's employees and agents shall respect each other as human beings and health care professionals

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse or intimidation will not be tolerated.
- Quality patient care can only be delivered using qualified, competent staff. VCHCA will contribute to an employee's or agent's competence by making available continuing job- related education and training (within the limits of its resources).

- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCHCA strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCHCA promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCHCA shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, procedure or policy.