

COUNTY OF VENTURA CONTRACT NUMBER HCA22-HAM01

This Contract is hereby entered into by and between the County of Ventura (County) and Hambleton Compliance, LLC (Contractor) (collectively, parties).

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing advisory services hereinafter described.

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

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

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, which is incorporated herein by reference.

2. **PAYMENTS**

For 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 amount and in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, 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 other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services 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 the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and 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.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as

amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason 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. County may withhold its consent to assignment at its discretion.

5. TERM

The term of this Contract will commence on October 1, 2021 and be in effect through June 30, 2022, unless earlier terminated pursuant to the terms and conditions set forth herein. This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

6. TERMINATION

County may terminate this Contract at any time for any reason by providing ten days' written notice to Contractor. In the event of termination under this section, 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. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this section in the event of such termination. This right of termination belonging to County may be exercised without prejudice to any other remedy to which County may be entitled at law or under this Contract.

7. DEFAULT; TERMINATION AFTER DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by satisfactory performance within ten 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 to a termination pursuant to section 6.

8. INDEMNIFICATION AND HOLD HARMLESS

All services, work and/or activities covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, through attorneys approved by County, indemnify, and save harmless County and 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 gross negligence or sole willful misconduct of County.

9. INSURANCE PROVISIONS

A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) 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. Also to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000. Workers' compensation coverage is not required if Contractor provides written verification it has no employees and has other medical coverage.

B) All insurance coverage Contractor is required to obtain and maintain 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 except with respect to professional liability coverage, will not contribute to it.

C) County is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Contractor must purchase additional coverage to meet requirements.

- D) For the general liability insurance required above, County is to be named as additional insured as respects work done by Contractor under the terms of this Contract.
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed 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 County. Contractor will provide prompt written notice of non-renewal, termination or diminution below required limits to County's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement 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 (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to timely provide these documents, upon County's request, will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

10. SUBSTITUTION OF PERSONNEL

If Exhibit A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

11. CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations,

inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

12. CONTRACT MONITORING

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by the Health Care Agency Director or his or her authorized representative.

13. CHANGES TO CONTRACT

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

14. 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 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.

15. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms 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.

16. NOTICES

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

TO COUNTY: COUNTY OF VENTURA
HEALTH CARE AGENCY - DIRECTOR
5851 THILLE STREET, 1ST FLOOR
VENTURA, CALIFORNIA 93003

TO CONTRACTOR: HAMBLETON COMPLIANCE, LLC
ATTN: MARGARET HAMBLETON
25350 MAGIC MOUNTAIN PARKWAY, SUITE 300
VALENCIA, CALIFORNIA 91355

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, 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.

17. **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.

19. **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.

20. **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.

21. **COMPLIANCE WITH LAWS**

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

22. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

23. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is

not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

24. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law as outlined in Exhibit B.

25. UPON TERMINATION OF 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.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

EXHIBIT A

CONTRACTOR RESPONSIBILITIES

The work will be performed on-site or remotely as necessary and will consist of interviews and discussions with executive leadership, operations leaders, compliance professionals, legal counsel, and others as needed. Policies and procedures, audits, investigations and other documentation which address key elements of the compliance program and/or key risk areas will be reviewed both to identify potential program weaknesses and potential risk areas.

Recognizing that the Health Care Agency (VCHCA) needs to implement an effective compliance program, Contractor's goal will be to develop and operationalize a customized compliance program. Contractor will assist in evaluating the structure and personnel required to maintain an effective compliance program and assist with the hiring and/or training of compliance staff. Contractor will identify the key program weaknesses and compliance risks, and assist in developing mitigation plans without overburdening the compliance staff or the organization.

Through a series of interviews, policy and key document reviews, Contractor will compare VCHCA's current compliance program performance against the standards established for an effective compliance program. The program evaluation will begin with a review of the compliance program life cycle and focus on the seven elements of an effective compliance program which will include the following:

Focus Area	Overview/Activity	Estimated Hours
Risk Assessment	Contractor will conduct an abbreviated risk assessment to evaluate VCHCA's vulnerability to known industry risks, impacting federal and state health care programs, focusing on those identified in the OIG workplan related to providers who primarily serve the Medicaid population. Contractor will evaluate how VCHCA identifies potential risks and vulnerabilities to County Board of Supervisors, how VCHCA evaluates current controls, and how VCHCA prioritizes potential risks. Contractor will evaluate VCHCA's compliance with federal and state health care program requirements to determine what improvements are necessary to reduce VCHCA's vulnerability.	65 Hours
<i>Standards, Policies and Procedures</i>	Contractor will determine the extent to which key policies and procedures, including the standards of conduct, are in place and updated and reviewed to reflect changes in laws, regulations processes, and incorporate lessons learned from compliance failures identified. We will evaluate the extent to which staff are provided orientation on the Standards and Policies.	20 Hours
<i>Compliance Program Administration</i>	Contractor will determine the extent to which governance participates in the identification of risks and ensures that risks are adequately addressed and evaluate the extent to which, in the absence of a Chief Compliance Officer, executive management regularly reports compliance initiatives and risks to the County Board of Supervisors. Contractor will evaluate adequacy of staffing and resources,	20 Hours

Focus Area	Overview/Activity	Estimated Hours
	acknowledging the need to leverage operational resources to assist with compliance program initiatives and functions.	
<i>Screening and Evaluation of Employees, Physicians, Vendors and others</i>	Contractor will look at the process in place to check criminal background and the OIG and GSA databases on employees and contractors, ensure corrective action is taken based on findings and monitor for excluded individuals. Contractor will evaluate the process for the disclosures of potential conflicts of interest.	20 Hours
<i>Training and Communications</i>	Contractor will review the compliance training mandated by VCHCA to determine how it is designed, deployed and completed. Contractor will look to see if high risk employees receive additional education as needs are identified.	20 Hours
<i>Auditing, Monitoring and Internal Reporting Systems</i>	Contractor will review VCHCA's auditing and monitoring efforts and evaluate the extent to which they are based on high risk or high vulnerability areas as identified through the risk assessment process. Contractor will evaluate the extent to which VCHCA implements appropriate corrective action as the result of audit findings. Contractor will look at the extent to which the governing body evaluates the budget resources required to perform the required audits to address risk areas.	40 Hours
<i>Confidential Reporting, Investigations and Remedial Measures</i>	<p>Contractor will determine the extent to which reporting structures such as the Hotline, are adequately communicated and utilized. Contractor will evaluate the adequacy of the hotline, and non-hotline investigations to determine if the investigations are thorough, credible and unbiased. Contractor will look at the extent to which hotline and non-hotline reported incidents/concerns are trended and incorporated into the risk assessment process and communicated to governance and executive management, as appropriate.</p> <p>Contractor will review VCHCA's investigation process to evaluate the extent to which VCHCA has policies and procedures directing how investigations are initiated, responded to and reported. Contractor will evaluate how timely investigations are completed and whether or not there is a process to effectively repair any internal controls or management deficiencies implemented as a result of investigations.</p>	20 Hours
<i>Discipline for Non-Compliance</i>	Contractor will evaluate the extent to which VCHCA takes appropriate disciplinary and enforcement action against employees who may violate the standards of conduct. Contractor will evaluate the extent to which the Human Resources Department trends compliance related disciplinary actions and evaluate to whether compliance is a component of every employee performance evaluation, including executive management.	10 Hours
<i>Work Plan Development</i>	Once the effectiveness evaluation and potential areas of risks have been prioritized and the most critical identified,	60 Hours

Focus Area	Overview/Activity	Estimated Hours
	Contractor will assist VCHCA leadership team in the development of a comprehensive work and audit plan to mitigate the areas of program weaknesses and identified risks. The work plan will identify the various elements required to mitigate each of the identified risks with associated responsible individuals identified and dates of completion for each key milestone.	
<i>Operationalize Program</i>	Contractor will work with VCHCA to operationalize the work plan and will oversee implementation of corrective action and the effectiveness of those corrective actions.	200 Hours

COUNTY RESPONSIBILITIES

County will ensure its Contractor has access to the appropriate systems, staff, and resources to successfully execute the objectives of this engagement.

COMPENSATION SCHEDULE

The project is estimated to require approximately four hundred seventy-five (475) professional services hours to complete. Contractor will be paid three hundred and twenty-five dollars (\$325.00) per hour. Professional services fees are estimated to total one hundred fifty-four thousand three hundred seventy-five dollars (\$154,375.00). Services will be performed remotely or on-site as necessary. Additionally, Contractor will be reimbursed for travel and expenses incurred by Contractor personnel in accordance with the County's expense reimbursement policy (Administrative Manual). Travel and expense costs shall not exceed eighteen thousand five hundred dollars (\$18,500.00).

The contract not-to-exceed amount is one hundred seventy-two thousand eight hundred seventy-five dollars (\$172,875.00).

Payment terms are net 30 days, in arrears for services and expenses rendered and upon the receipt of valid and correct invoices. Invoices are to be sent to the following address:

VCMC.AccountsPayable@ventura.org

Or

VCMC Accounts Payable
800 South Victoria Ave., L #4610
Ventura, CA 93009

Exhibit B

Restrictions on Use or Disclosure of Protected Health Information

Contractor will not use or disclose protected health information other than as permitted or required by this Contract or as required by law. For the purposes of this section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.

- a. Permitted Uses and Disclosures - Contractor may use or disclose protected health information only as follows: (1) for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to County. Contractor will document any disclosures of protected health information not permitted by law.
- b. Safeguarding Protected Health Information - Contractor will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Contract, including ensuring that any agent, including a subcontractor, to whom Contractor provides protected health information received from, or created or received by, Contractor on behalf of County agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. Contractor shall, within two (2) calendar days of the discovery of such disclosure, report to County any use or disclosure of protected health information not provided for by this Contract of which Contractor becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which Contractor becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Contract. Notification to County will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by Contractor to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Contract, Contractor will return or destroy all protected health information created or received by Contractor on behalf of County and retain no copies of such information. If it is not feasible to return or destroy the protected health information, Contractor shall provide County notification of the conditions that make return or destruction infeasible and Contractor shall extend the protections set forth in Article 5, Section 6 of this Contract to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or

destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, Contractor shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six years prior to the date on which the accounting is requested. Contractor will make protected health information available to County for inspection, amendment and copying. Contractor will make Contractor's internal practices, books and records relating to the use and disclosure of protected health information available to County or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining Contractor's or County's compliance with 45 CFR Part 164.
- d. No Remuneration - Unless otherwise permitted by law, Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless Contractor obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by Contractor.
- e. Contractor agrees that to the extent Contractor is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, Contractor will comply with the requirements of Subpart E that apply to County in the performance of such obligations.