

This Contract is hereby entered into by and between the County of Ventura (County) and Public Health Institute (Contractor) (collectively, parties).

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing project management 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. Payment term is NET 30 days from invoice date for payments made by check, or electronic transfer.

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 February 1, 2023, and be in effect through December 31, 2025, 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 thirty (30) 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 gross negligence or 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
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

COPY TO COUNTY: COUNTY OF VENTURA
HEALTH CARE AGENCY
5850 THILLE STREET, SUITE 100
VENTURA, CALIFORNIA 93003

TO CONTRACTOR: PUBLIC HEALTH INSTITUTE
555 12th St., Ste. 600
Oakland, CA 94607-4067

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.

18. **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.

19. **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.

20. **COMPLIANCE WITH LAWS**

All parties to this Contract shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of County in connection with this Contract or otherwise to induce or to influence referrals by or from Contractor. In dealing with patients and in connection with any patient referrals or hospital admissions Contractor may make, Contractor is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Contract, nor any other consideration or remuneration to Contractor or otherwise, or to any member of Contractor's employees, currently or in the future, is or will be based on any expectation of referrals, or on Contractor making or not making referrals to any particular person, entity or facility.

21. **COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY**

Contractor agrees to cooperate with County as may be required for County to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Contractor shall cooperate with all compliance related activities of County hospital which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Contract.

22. **REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants that Contractor is not, and during the term of this Contract shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

Contractor shall notify County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Contract, County shall have the right to immediately terminate this Contract for any breach of any of the foregoing representations and warranties.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

24. **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.

25. **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 the Business Associate Agreement incorporated here by reference.

26. **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
PHASE I

CONTRACTOR RESPONSIBILITIES

Project Description: Contractor will serve as the project manager and backbone organization for the Ventura County Community Information Exchange (VCCIE). VCCIE will be an integrated system of care that promotes cross-sector partnerships, client and resource data sharing, and real-time care coordination to improve population health.

The project will be divided into multiple phases aligned with available funding to ensure funding and applicable local, state, and federal legal requirements are met. Each phase will be approved in writing by both parties, identified in a corresponding Exhibit A and will identify the timeline and funding source.

Phase I will cover the period from February 1, 2023 – July 31, 2024. Funding will be through the Enhanced Laboratory Capacity (ELC) grant award to Ventura County Public Health. Following is the list of Objectives to be met during Phase I.

| Objective | Overview of Activities by Objective | Timeline |
|-----------|---|-----------------------------------|
| 1 | Project Management | Monthly through entire engagement |
| 2 | Establish the VCCIE Fiscal Agent organization structure. | February 2023- April 2023 |
| 3 | Conduct RFPs for Subcontractor Activities and Work with VCCIE Board to Select Vendors | February 2023 – June 2023 |

Specific Deliverables by Object are identified below:

Objective 1: Contractor will provide project management support to an advisory group called the VCCIE Governance Board, and related Committees as necessary to achieve the overall project objective.

Timeframe: February 1, 2023 – July 31, 2024

| Activities and Subtasks | Timeline | Deliverables |
|---|---------------------------|---|
| Support the development of VCCIE Governance Board and Committee meeting agendas, Financial Committee and meeting agendas, scheduling, taking meeting minutes, and maintaining documents and reports. Collaborate with and support onboarding of CIE Director upon hire. | February 2023 – July 2024 | 1. Governance Board and Committee meeting agendas, minutes, documents and reports. 2. Monthly Project Status Report |
| Execute and support the oversight and accountability of the VCCIE Community Hub vendor under the supervision of the CIE Director, subject to the VCCIE Governance Board. | February 2023 – July 2024 | 3. Monthly progress report of vendor performance and provide a presentation to the VCCIE Governance Board to be included in the VCCIE Governance Board meeting agenda and minutes |

| Activities and Subtasks | Timeline | Deliverables |
|--|-----------------------|---|
| Execute and support the oversight of various VCCIE contracts with SMEs, consultants, and subcontractors according to strategic program priorities. | June 2023 – July 2024 | 4. Review proposals from vendors, scopes of work, provide recommendations to VCCIE Governance Board for decisions |

Objective 2: Contractor will establish the VCCIE fiscal agent organization structure.

Timeframe: February 1, 2023 – July 31, 2024

| Activities and Subtasks | Timeline | Deliverables |
|--|--------------------------|--|
| Review key documents including project description, charter, scopes of work and project timelines | February 2023-April 2023 | By February 28, 2023 - Deliver to County the proposed template for fiscal agent organizational structure. |
| Conduct recruitments for key project staff and begin hiring/onboarding; collaborate with VCCIE key stakeholders and Executive Committee as needed for input | | By February 28, 2023 – Apprise County and VCCIE Governance Board of recruitment and onboarding activities |
| Update VCCIE charter to reflect Governance structure, committees, procedures, etc. Finalize draft report to be presented to County and VCCIE Governance Board | | By March 31, 2023, develop draft and deliver to County and VCCIE Governance Board, updated charter for VCCIE |
| Deliver report to VCCIE Governance Board for review. Facilitate discussion for input from members and update report as needed. | | By March 31, 2023, present and discuss assessment report and recommended next steps with VCCIE Governance Board; meeting agenda, minutes, and handouts |
| Based on the Report and direction of the VCCIE Governance Board, revise strategy document and project timeline for VCCIE RFP processes and project activities as needed. | | By April 30, 2023, revise the strategy document and timeline. Ensure all key project personnel are in place |
| Meet with Ventura County Public Health Department (VCPHD) bi-monthly to review project workplan and progress | | By April 30, 2023, establish VCCIE fiscal agent organization structure, policies and procedures to manage funding and associated deliverables. Meeting agendas, minutes, organization chart, policies, and procedures. |

| Activities and Subtasks | Timeline | Deliverables |
|--|------------------------|--|
| Consult with VCPH, VCCIE, Finance Committee, PHI Finance and Contracts Management Team to establish policies and procedures for Fiscal Agent and contracts management roles and responsibilities. Begin providing monthly financial reports to VCPHD and VCCIE Financial Committee. | March 2023- April 2023 | By April 30, 2023 – deliver initial monthly financial reports. Ongoing, reports will be included in the Objective 1 monthly status report. |
| Meet with Ventura County Public Health Department (VCPHD) quarterly to review audit and/or financial reports or recommendations | May 2023 – July 2024 | Each quarter review with County audit and/or financial reports and recommendations |

Objective 3: Contractor will develop the necessary requests for proposals (RFP) for the various external vendors according to strategic program priorities, and as necessary to deliver the project objectives.

Timeframe: February 1, 2023 – June 30, 2023

| Activities and Subtasks | Timeline | Deliverables |
|---|--------------------------|---|
| Manage the VCCIE Community Hub vendor Request for Proposal (RFP) process Release RFP for VCCIE Community Hub, as approved by VCCIE Governance Board, Collect proposals for distribution and review by VCCIE Governance Board selection committee Document and track comments and scores of VCCIE Governance Board selection committee for each vendor Manage communications with prospective vendors for initial and subsequent discussions Support VCCIE Governance Board chair in facilitating final recommendation for Governance board approval Prepare presentation to VCCIE Governance board on proposed vendor Prepare contract for approval by VCCIE Governance Board | February 2023 –June 2023 | Proposals from vendors, VCCIE Governance Board Selection Committee meeting minutes, document with comments on vendors, communication documents, CIE Community Hub vendor recommendation, presentation, contract with Community Hub vendor |
| Manage the VCCIE Technology Vendor RFP process, as approved by VCCIE Governance Board Release RFP for VCCIE Technology vendor Oversee sub-contract of subject matter expertise managing the Tech RFP process. | March 2023 – August 2023 | Proposals from vendors, VCCIE Governance Board Selection Committee meeting minutes, document with comments on vendors, communication documents, CIE Technology vendor recommendation, presentation, contract with Technology vendor |

| Activities and Subtasks | Timeline | Deliverables |
|---|----------|--------------|
| Prepare contract for approval by VCCIE Governance Board | | |

COUNTY RESPONSIBILITIES

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

County will provide feedback on deliverable within ten (10) business days of receipt.

COMPENSATION SCHEDULE

Contractor will be paid according to the tables below:

*NTE: Not to exceed

Objective 1:

| Item | Invoice Month | Invoice Amount NTE |
|----------------------------|-----------------------|--------------------|
| Project Management | February – March 2023 | \$38,000 |
| Project Management | April – May 2023 | \$45,000 |
| Project Management | June 2023 – July 2024 | \$75,000 |
| Total – Objective 1 | | \$1,254,000 |

Objective 2:

| Item | Invoice Month | Invoice Amount NTE |
|----------------------------|--|--------------------|
| Deliverables as per above | January 2023 – April 2023 | \$15,000 |
| Deliverables as per above | May 2023, July 2023, October 2023, January 2024, April 2024, July 2024 | \$16,000 |
| Total – Objective 2 | | \$156,000 |

Objective 3:

| Item | Invoice Month | Invoice Amount NTE |
|----------------------------|------------------------|--------------------|
| Deliverables as per above | February 2023 | \$25,000 |
| Deliverables as per above | March 2023 | \$25,000 |
| Deliverables as per above | April 2023 – June 2023 | \$40,000 |
| Total – Objective 3 | | \$170,000 |

Subcontractor Pass-through Fees:

| Item | Invoice Month | Contract NTE |
|---|--------------------------|--------------|
| HUB management | March 2023 – July 2024 | \$2,050,000 |
| Other subcontractors – such as grant writing, | January 2023 – July 2024 | \$570,000 |

| | | |
|--|--|------------------|
| marketing, community outreach, education, and training | | |
| Total – Subcontractor Fees | | 2,620,000 |

The contract not-to-exceed amount for Phase I is four million two hundred thousand dollars (\$4,200,000).

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 Accounts Payable
2220 East Gonzalez Road., Suite 210-C
Oxnard, CA 93036

EXHIBIT A
PHASE II

The project will be divided into multiple phases aligned with available funding to ensure funding and applicable local, state, and federal legal requirements are met. Each phase will be approved in writing by both parties, identified in a corresponding Exhibit A and will identify the timeline and funding source.

Phase II will cover the period from April 1, 2023 – December 31, 2025. Phase II may be conditioned upon sub-recipient requirements. Following is the list of Objectives to be met during Phase II.

| Objective | Overview of Activities by Objective | Timeline |
|-----------|-------------------------------------|---------------------------|
| 1 | Technology - Transition | April 2023 – May 2023 |
| 2 | Technology - Implementation | June 2023 – May 2024 |
| 3 | Technology – Ongoing Maintenance | June 2024 – December 2025 |

Objective 3: Contractor will provide project management support to the VCCIE Governance Board and Committees as necessary to achieve the overall project objective.

Specific Deliverables by Objective will be identified during the RFP review stage – and listed below when available.

Timeframe: August 1, 2024 – December 31, 2025

COUNTY RESPONSIBILITIES

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

County will provide feedback on deliverable within ten (10) business days of receipt.

COMPENSATION SCHEDULE

Specific compensation schedule will be determined when specific deliverables have been identified and subject to approved funding.

The contract not-to-exceed amount for Phase II is three million dollars (\$3,000,000), subject to final approval of funds for this contract.

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 Accounts Payable
2220 East Gonzalez Road., Suite 210-C
Oxnard, CA 93036