

VENTURA COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

GENERAL MEETING

MINUTES

May 16, 2022

NEXT MEETING:

Monday, June 20, 2022

1:00 p.m. – 3:30 p.m.

VIRTUAL MEETING VIA ZOOM

Note: The Behavioral Health Advisory Board has not yet approved these minutes. There may be additions/deletions or corrections before the minutes are accepted in final form.

BHAB Members Present

Claudia Armann
Nancy Borchard, Member-At-Large
Gane Brooking
Kevin Clerici
Stephanie Escoto
Genevieve Flores-Haro
Janis Gardner, Secretary
Jerry Harris, Member (Chair) Emeritus
Cheryl Heitmann
Carol J. Keavney
Supv. Matt LaVere
Jennifer Morrison
Patricia Mowlavi
Michael Rodriguez, Chair
Elizabeth R. Stone
Chris Tejada, 2nd Vice Chair
Liz Warren

BHAB Members Absent

Soledad Barragán
Cmdr. James Fryhoff
Carol Thomas
Marlen Torres

Others Present

Ratan Bhavnani, NAMI Volunteer
Lucrecia Campos-Juarez, Clinicas
David Deutsch, Cal State University-Northridge
Jaydon Gaines, Independent Living Resource Center
Melissa Gerwe, VC Health Care Agency/Whole Person Care
Roberta Griego, NAMI Ventura County
Melissa Hannah, Parents and Caregivers for Wellness
Priscila Hazrun, Homeland Language Services
Sue Hughes, County Executive Office
Dr. Lakshman Rasiah, Psychiatrist
Erin Olivera, VCMC/Inpatient Psychiatric Unit
Gina Petrus, Juvenile Justice Delinquency Prevention Commission
Carmen Ramirez, Board of Supervisors
Lourdes Solorzano, Supv. Matt LaVere's Office
Erik Sternad, Interface Children & Family Services
Lorena Suarez, Homeland Language Services
Scott Walker, Crisis Intervention Team
Phin Xaypangna, County Executive Office

Ventura County Behavioral Health (VCBH) Managers and Staff Present

Dr. Loretta Denering, Assistant Director
Ophra Ashur, Compliance Sr. Behavioral Health Manager
Hilary Carson, MHSA Sr. Program Administrator
Cheryl Fox, Youth & Family Services Division Chief
Dan Hicks, Prevention Behavioral Health Manager
Joanna Peterson, Management Assistant/Zoom Engineer
Dr. Jamie Rotnofsky, MHSA Senior Behavioral Health Manager
Cynthia Salas, Office of Health Equity and Cultural Diversity Equity Services Manager
Sara Sanchez, Access & Outreach Services Division Chief
Dr. John Schipper, Adult Services Division Chief
Katie Stefl, MHSA Program Administrator
Vickie Poliquin, BHAB Assistant

	DISCUSSION/CONCLUSIONS	RECOMMENDATIONS/ ACTIONS	RESPONSIBLE
I.	Call to Order Chair Rodriguez called the meeting to order at 1:02 pm. Joanna Peterson provided instructions on how to access interpretation services.		
II.	Board Member Roll Call Following the welcome, Ms. Gardner conducted the calling of the roll and confirmed that a quorum of the Board members exists.		
III.	Welcome and Introductions Mr. Rodriguez welcomed all attendees emphasizing the BHAB's mission to collaborate, work together and create a welcoming environment to accomplish a shared vision of improving meaningful access to behavioral health treatment.		
IV.	Approval of the Agenda Mr. Rodriguez asked for a motion to approve the agenda. Mr. Harris moved to approve; Ms. Borchard seconded. Mr. Rodriguez asked that agenda items XIV.A, B, C and D be moved to follow agenda item VI. – Public Comments. Mr. Harris and Ms. Borchard accepted the requested changes and the motion to approve the agenda as amended carried unanimously through roll call.	Agenda approved as amended. M/S/C	
V.	Approval of the Minutes Mr. Rodriguez provided information about the amount of time involved in generating detailed minutes and referenced Government Code Section 54953(c)(2) that states minutes are a record of the actions taken, rather than a transcript of the meeting. He encouraged BHAB members to expect less detail in the minutes, particularly with heavy workloads and high vacancy rates at VCBH. Mr. Rodriguez advised that if BHAB members have questions, comments or concerns regarding the minutes, to contact the Chair. He asked that any requests for items to be placed in the Correspondence file be requested no later than one week prior to the General meeting. Mr. Rodriguez asked for a motion to approve the minutes of the April 18, 2022 meeting. Ms. Gardner moved to approve; Ms. Armann seconded. Ms. Stone commented that the April 18 agenda may have been amended and, if so, the minutes should correctly reflect the amendments. Mr. Rodriguez responded that the item will be checked, and the minutes amended if found inaccurate. Mr. Tejada asked that the minutes include his comment made under agenda item XI as follows: In response to Mr. Harris' comment, Mr. Tejada shared his concern for future unsubstantiated allegations against BHAB members and the lack of existing oversight in support to address this problem. Mr. Harris asked that the minutes reflect his comment made under agenda item XI. Mr. Harris provided amended language which was discussed with Mr. Rodriguez and amended to the following: Mr. Harris advised BHAB members that the investigation alleging improper conduct based on discrimination and prejudice had been concluded and found that the allegations were unsubstantiated. Mr. Harris thanked those members of the BHAB that provided declarations in his support. Ms. Gardner revised her motion to approve the minutes to reflect the amendments; Ms. Armann seconded. The motion to approve the minutes as amended carried unanimously by roll call vote.	General Meeting minutes approved as amended. M/S/C	
VI.	Public Comments Ratan Bhavnani made a public comment regarding the Board of Supervisors approval to hire 55 new VCBH staff. He strongly recommended that the approved Ombudsman position be structured as part of an outside community agency such as Turning Point or NAMI versus being structured within VCBH to avoid any pressure from VCBH. Roberta Griego made a public comment welcoming everyone to the in-person 2022 NAMIWalk scheduled Saturday, May 21. She commented in agreement that the Ombudsman position should not be part of VCBH but should fall under an outside agency such as NAMI, Turning Point or another county department or agency. Ms. Morrison complimented Sara Sanchez on a job well done in her new position within VCBH.		

VII.	<p>Presentation: Disparities in Ventura County – Cynthia Salas, Equity Services Manager – Office of Health Equity and Cultural Diversity</p> <p>Cynthia Salas gave a presentation on Disparities in Ventura County that provided a comprehensive understanding of disparities and the challenges that those disparities present in the community.</p>		
VIII.	<p>Chair Comments</p> <p>Mr. Rodriguez was not present during this portion of the meeting. No comments were provided.</p>		
IX.	<p>Assistant Director’s Report</p> <p>Dr. Denering provided highlights from the Assistant Director’s update which are attached to the minutes for reference.</p> <p>Ms. Stone asked a variety of questions specific to how people presenting to the emergency room at St. John’s hospital in a mental health crisis are cared for, the role of Gold Coast Health Plan in the Wellness Centers, what forms of media are being used to advertise VCBH services, and specifics around the lunch bag campaign. She also inquired about the process for applying for scholarships that are available through SB 803 – Peer Support Specialist Certification. Dr. Denering advised 88 scholarships have been allocated— 44 for Peer Support Specialists grandparenting into the program and 44 for new Peer Support Specialists (35 for Mental Health and 9 for SUS). Chauntrece Washington is the contact person at VCBH providing administrative support for the program. A member of VCBH’s CalAIM team will contact Ms. Stone with further information.</p> <p>Ms. Warren congratulated Dr. Denering and Dan Hicks for VCBH’s work on the Fentanyl Forever Campaign that aired on MSNBC.</p>		
X.	<p>Board Members Comments and Announcements</p> <p>Ms. Gardner introduced Dr. Lakshman Rasiah, a Life Fellow of the American Psychiatric Association (APA) and neurologist and psychiatrist affiliated with St. John’s Regional Medical Center and Pleasant Valley Hospital who may be interested in joining the BHAB to fill the practicing psychiatrist vacancy. Dr. Rasiah introduced himself and discussed his background in the field of psychiatry and his work in both the private and public sectors, including VCBH and the Inpatient Psychiatric Unit (IPU).</p> <p>Ms. Armann announced that 805UNDOCUFund will sponsor a webinar on May 18 at 10:00 AM entitled, “Serving Undocumented Immigrant Communities in Disaster and Beyond” noting that UNDOCUFund is the group that provided millions of dollars to undocumented immigrants who lost jobs during the pandemic and during the wildfires. The webinar will discuss ways to adequately serve the immigrant communities and Ms. Flores-Haro will be one of the panelists. Registration is available at https://805undocufund.org/ (click on events).</p> <p>Mr. Harris apologized for speaking about the specific details of the complaint against him noting that the reason he spoke out was to let BHAB members know that this could also happen to them. Mr. Harris also expressed disagreement with the Chair’s legal opinion provided under agenda item V regarding the context of the minutes.</p> <p>Ms. Warren concurred with Roberta Griego and Ratan Bhavnani regarding the allocation of the Ombudsman position stating that due to the lack of transparency, the position should not be attached to VCBH, a community-based organization or stakeholder group and must be a stand-alone, separate position perhaps under contract, through professional mediation or under the Board of Supervisor’s office.</p>		
XI.	<p>Secretary’s Report</p> <p>Ms. Gardner welcomed Liz Warren as a new member of the BHAB and noted that there is one vacancy on the BHAB at this time.</p>		
XII.	<p>BHAB Committee Reports</p> <p>A. Transitional Age Youth (TAY) Committee (April 20 & May 4 meetings) – Elizabeth R. Stone, Chair</p> <ul style="list-style-type: none"> The committee was hampered in not meeting a quorum for over a year. Members present at the April 20 meeting maintained their membership while those not present were dropped and are welcome to rejoin. A few new people joined the committee. 		

	<ul style="list-style-type: none"> • A presentation was provided on April 20 regarding a new housing project by MESA in Ojai, a very holistic approach to housing and encouraged people to check MESA Farms in Ojai for additional information about this exciting and innovative project. • An announcement was made from the Continuum of Care regarding the start of a Youth Board to include youth voices and planning around the issues of building out the continuum of home housing options. Five TAY youth have joined the Board. • The May 4 special committee meeting gave people an opportunity to ask questions about the MHSA Annual Update and to review how people can participate. Most of the people in attendance were providers, CBO's and VCBH staff. Information was shared and one collaborative partnership was developed. <p>B. Disparities Reduction Committee (May 3 meeting) – Genevieve Flores-Haro for Marlen Torres, Chair</p> <ul style="list-style-type: none"> • The committee met but did not have a quorum. Ms. Flores Haro invited people who are interested to attend the next meeting scheduled for June 7. Vickie Poliquin mentioned that the June 7 Disparities Reduction Committee meeting may be canceled and, if so, the Committee will not meet again until July. • A presentation was provided by Cynthia Salas on Disparities in Ventura County noting that the content of the presentation provided information about the types of things that the committee will be working toward. • Discussion took place around some of the other groups that have formed under the county's Diversity, Equity & Inclusion (DEI) initiatives and about collaboration with Public Safety, the Equity Advisory Group and Health Equity Advisory Committee under the Health Care Agency. <p>C. Adult Services Committee (May 5 meeting) – Nancy Borchard & Gane Brooking, Co-Chairs</p> <ul style="list-style-type: none"> • The focus of the meeting was an open discussion about CARE Court implications and perceptions. Future discussions about CARE Court are being planned. • Following agenda item XII.D, Ms. Brooking added that she attended the large event that conflicted with the Adult Services Committee date/time. The event was held at Sunrise Manor Assisted Living Facility, and she commented that she had the opportunity to talk with some of the residents who provided positive feedback about the facility. • Dr. John Schipper provided information about staffing difficulties faced by Behavioral Health and other departments and VCBH's plan to join the Health Care Agency for its Job Fair to offer new ways to apply for Behavioral Health positions where applicants can apply online, interview and possibly receive a same-day job offer. • Jose Duran, Substance Use Services, provided information about various programs, including the new DHCS Contingency Management pilot. • Jose Duran provided some information about the Access Line at the meeting and offered to provide additional Access Line data at the next meeting. <p>D. Prevention Services Committee (May 10 meeting) – Janis Gardner, Chair</p> <ul style="list-style-type: none"> • Received an update on the media Fentanyl and Suicide Prevention Campaign. • VCBH is hosting Prescribers Care Preventing Overdose and Opiate Misuse events. Prescribers interested in attending the events, such as Evidence-Based Safe Prescribing, De-Prescribing or Good Prescribing Person-Centered Strategies, can contact Ashley Nettles at Ashley.nettles@ventura.org. • A presentation was provided on the Ventura County Office of Education (VCOE) Wellness Centers. Ms. Gardner provided a comprehensive summary of the information contained in the presentation and encouraged the presentation be provided at the BHAB's General meeting. 		
<p>XIII.</p>	<p>Old Business</p> <p>A. Needs Assessment Update</p> <p>Mr. Tejada reported that the County finalized the Request for Proposal (RFP), and a copy was included with the agenda. Mr. Rodriguez will share any additional information at the next General meeting.</p> <p>Mr. Harris provided feedback on the RFP process stating that it spent too much time providing information about VCBH programs which should be handled by the contractor and did not spend enough time on psychiatric emergency rooms, step-down services or crisis</p>		

	<p>stabilization units. Mr. Harris expressed disappointment that the BHAB members did not have an opportunity to review the RFP prior to its release.</p> <p>Ms. Heitman asked a question about the process and timeline for the selection of a new Behavioral Health Director. Dr. Denering advised that the recruitment is open and active and the timeline for presenting candidates has not yet been established. Ms. Heitman requested an agenda item to review and discuss Rosenberg’s Rules of Order. Mr. Tejada noted the request could be placed as a future presentation.</p> <p>Ms. Stone concurred with Mr. Harris’ disappointment that the entire BHAB did not have the opportunity to review the Needs Assessment RFP prior to its release. Ms. Stone also announced that through her policy work with the California Association of Mental Health Peer Run Organizations (CAMHPRO) she was provided with information about Sally Zinman, a woman who was instrumental in the peer movement.</p>		
<p>XIV.</p>	<p>New Business <i>(This agenda item was heard following agenda item VI.)</i></p> <p>A. Brown Act Public Emergency Allowances / Teleconferences – Requirements for Local Boards and Commissions / Continue to Meet Remotely or Via a Hybrid Remote/In-Person Model Mr. Rodriguez reported that there has been a change in hardware equipment that will be used to convert to hybrid meetings. Testing of the hardware will take place at the next Youth & Family Committee meeting on June 8 at 10:00 AM in the large Training Room at VCBH. BHAB members are invited to attend either in-person or via Zoom. Mr. Rodriguez asked for a motion to continue to hold the General meeting remotely in June and begin with hybrid meetings potentially in July. Mr. Tejada moved to approve the motion; Ms. Morrison seconded. The motion carried unanimously through roll call.</p> <p><i>(This agenda item was heard following agenda item VI.)</i></p> <p>B. Public Hearing to End 30-day Public Comment Period on the Mental Health Services Act (MHSA) Annual Update for Fiscal Year 2021-22 (April 18 – May 16) Mr. Rodriguez asked for any public comments. No public comments were made. Mr. Harris made a motion to close the public comment period; Ms. Heitman seconded. Ms. Stone asked that the public comment period close at midnight to allow time for people to submit any final comments. Mr. Harris accepted the motion to close the public comment period at midnight; Ms. Heitman seconded the amended motion. The motion carried by majority vote with one no vote.</p> <p><i>(This agenda item was heard following agenda item VI.)</i></p> <p>C. Nominating Committee Report and Recommendations</p> <p>1. Presentation of Slate of Officers for Fiscal Year 2022-23 Ms. Keavney announced that she, Ms. Flores-Haro and Ms. Torres are proposing the following slate of officers:</p> <ul style="list-style-type: none"> ▪ Chair: Michael Rodriguez ▪ 1st Vice Chair: Chris Tejada ▪ 2nd Vice Chair: Nancy Borchard ▪ Secretary: Janis Gardner <p>2. Accept Nominations from the Floor Mr. Rodriguez opened nominations from the floor. The following nominations were made:</p> <ul style="list-style-type: none"> ▪ Chair: Chris Tejada (nominated by Mr. Harris; accepted by Mr. Tejada) ▪ 1st Vice Chair: Jennifer Morrison (nominated by Mr. Harris; accepted by Ms. Morrison) ▪ 1st Vice Chair: Janis Gardner (nominated by Mr. Rodriguez; not accepted by Ms. Gardner – prefers to accept nomination for Secretary only) ▪ 2nd Vice Chair: Nancy Borchard ▪ Secretary: Janis Gardner <p>The following slate of officers from the combined report of the Nominating Committee and nominations from the floor are presented and will be voted upon at the June meeting:</p> <ul style="list-style-type: none"> ▪ Chair: Michael Rodriguez, Chris Tejada ▪ 1st Vice Chair: Chris Tejada, Jennifer Morrison ▪ 2nd Vice Chair: Nancy Borchard ▪ Secretary: Janis Gardner 	<p>Motion to continue with virtual meetings over the next 30 days and target July to go hybrid approved. M/S/C</p> <p>Public Hearing to End 30-day Public Comment Period on the MHSA Annual Update for FY 2021-22 approved to end at midnight. M/S/C</p> <p>Accept the report of the Nominating Committee, nominations from the floor and close</p>	

	<p>Mr. Rodriguez asked for a motion to close nominations. Ms. Gardner moved to approve closing nominations; Ms. Keavney seconded. The motion to close nominations was approved by majority vote via roll call. Ms. Stone abstained.</p> <p><i>(This agenda item was heard following agenda item VI.)</i></p> <p>D. Establish a BHAB Media or Communications Outreach Workgroup Mr. Rodriguez requested that this agenda item be table to the June meeting. Mr. Rodriguez at 1:41 PM, advised that he needed to leave the meeting early and turned the meeting over to 2nd Vice Chair, Mr. Tejada.</p> <p>E. Announcements Ms. Gardner advised that she provided announcements under her Secretary’s Report and Prevention Committee Report.</p> <p>F. Presentation Requests</p> <ol style="list-style-type: none"> 1. Rosenberg’s Rules of Order - Review and Discussion (requested by Ms. Heitman) 2. Wellness Centers Presentation (requested by Ms. Gardner) <p>Ms. Stone completed her comment announcing Sally Zinman’s Lifetime Achievement Celebration scheduled for Thursday, May 19 at 1:00 PM to honor her for her tireless advocate work and achievements in the mental health peer movement. Information for the event is available on the CAMHPRO website.</p> <p><u>CARRY OVER ITEMS – FOR REFERENCE & TRACKING</u></p> <ol style="list-style-type: none"> 1. Mental Health Diversion – Effects of Law Changes as of January 1 – Public Guardian’s Office or Multi-Agency (requested by Mr. Bhavnani) Mr. Rodriguez will provide additional information and Agenda placement TBD. 2. State DHCS Report – Assessing the Continuum of Care for Behavioral Health Services in California – Overview of Process Used to Obtain and Verify Report Information and Plans to Correct Data – DHCS staff representative (requested by Mr. Harris) Mr. Rodriguez will reach out to Theresa Comstock of the California Association of Local Behavioral Health Boards & Commissions for assistance. Agenda placement TBD. 3. Homeless Court and Mental Health Diversion – Public Defender’s Office (requested by Mr. Tejada) Agenda placement TBD. 4. Writ Process for People on LPS Conservatorships / Overview of Training Sessions Held to Improve Adherence to WIC Guidelines – Public Guardian’s Office (requested by Ms. Morrison who will contact Public Guardian’s Office) Agenda placement TBD. 5. Mental Health Diversion Overview and Process – Public Defender’s Office (requested by Mr. Rodriguez) Agenda placement TBD. 6. Stepping Up Initiative – Mr. Rodriguez and Cmdr. Fryhoff are working together on determining agenda placement. 7. MICOP’s Living with Love Program – Findings from Five-Year Evaluation (requested by Ms. Flores-Haro who noted that this may initially be presented at the Disparities Reduction Committee). <p>G. Recognition Award Recommendations No new recommendations were received.</p> <p><u>CARRY OVER ITEMS – FOR REFERENCE & TRACKING</u></p> <ol style="list-style-type: none"> 1. Ratan Bhavnani – previous BHAB member (requested by BHAB members) (Agenda placement – tentatively June 20). 	<p>nominations were approved. M/S/C</p>	
<p>XVI.</p>	<p>Contracts No comments were made.</p>		
<p>XVII.</p>	<p>Public Comments Ms. Morrison agreed that the Ombudsman position should report to a separate hierarchy and asked about the feasibility of an agenda a Resolution to the Board of Supervisors to change the Ombudsman position reporting relationship. Mr. Harris advised it would be a request for an action item on the next Board meeting’s agenda. Ms. Morrison will send an email to the Chair to make the request.</p> <p>Mr. Harris explained the process for public comments noting that anyone in attendance can make a public comment on any agenda item and that past practice was that the Chair would ask for public comments prior to the start of each agenda item.</p> <p>Ms. Gardner concurred with Mr. Harris’ description of the public comment process noting that public comments can include BHAB members and that members must state that they are making a public comment. She also noted the importance of following the agenda. Ms.</p>		

	<p>Gardner agreed that a presentation on Rosenberg’s Rules of Order is a good idea even though it is covered briefly within the required Ethics Training.</p> <p>Scott Walker asked whether the Ethics Training is open to the public. Ms. Gardner provided some information regarding Ethics Training requirements for BHAB members and advised that Vickie Poliquin can provide the link for the training. Vickie Poliquin will check with the Clerk of the Board to determine whether the training is available to the public.</p>		
XVIII.	<p>Adjourn</p> <p>Mr. Tejada apologized to Ms. Stone for interrupting during her announcement, noting that it was his first time at leading the meeting and was simply trying to keep the meeting on track. Mr. Tejada invited Ms. Stone to make an additional statement prior to adjourning the meeting.</p> <p>The meeting adjourned at 3:20 PM</p>		

Behavioral Health Advisory Board GENERAL Meeting Attendance

2021-22	Terms	Members	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
District 1	03/11/21 – 03/10/24	Claudia Armann	e	X	X	X	X	X	X	X	X	X	X	
District 5	09/15/20 – 09/15/23	Soledad Barragán	e	X	X	X			e	X	X		e	
District 2	02/24/19 – 02/23/22	Ratan Bhavnani	X	X	X	X	X	X	X					
District 3	01/26/21 – 01/26/24	Nancy Borchard	X	X	X	X	X	X	X	X	X	X	X	
District 3	01/13/22 – 01/12/25	Gane Brooking	X	X	X	X	X		X	X		X	X	
District 1	10/07/21 – 10/06/24	Kevin Clerici	X	X	X	X	X	X		X	X	X	X	
District 3	03/22/22 – 12/01/23	Stephanie Escoto										X	X	
District 5	03/23/21 – 03/22/24	Jose Estrada	X	X										
District 4	10/14/21 - 10/13/24	Jesse Finkbeiner	X	X	X	X								
District 1	04/27/21 – 04/26/24	Genevieve Flores-Haro	X	X	X	e	X	X	X	X	X	X	X	
LE	09/10/19 – 09/10/22	Cmdr. James Fryhoff	e	X	X	e	X	X	e	e	X	e	e	
District 3	04/15/21 – 04/14/24	Janis Gardner	X	X	X	X	X	X	X	e	X	X	X	
District 4	09/17/19 – 09/17/22	Jerry Harris	X	X	X	X	X	X	X	X	e	X	X	
District 1	05/11/21 – 05/10/24	Cheryl Heitmann	X	X	X	X	X	X	e	X	X	X	X	
District 2	01/08/22 – 01/07/25	Carol J. Keavney	X	X	X		X	e	X	X	X	X	X	
BOS	01/01/22 – 12/31/24	Supervisor Matt LaVere	X	e	X	X	X	X	X	X	e	X	X	
District 4	02/09/21 – 02/09/24	Jennifer Morrison	X	X	e	X	X	X	X	X	X	X	X	
District 2	03/15/20 – 03/15/23	Patricia Mowlavi	X	X	X	X	X	X	e	X	X	X	X	
District 3	12/01/20 – 12/01/23	Joe S. Ramirez	X	X	X	e	X							
District 5	01/25/20 – 01/24/23	Michael Rodriguez	X	X	X	X	X	X	X	X	X	X	X	
District 2	03/01/22 – 02/28/25	Elizabeth R. Stone									X	X	X	
District 4	09/18/21 – 09/17/24	Christopher Tejada	X	X	X	X	X	X	X	X	X	X	X	
District 2	09/17/19 – 09/16/22	Carol Thomas	X	X	X	X	e		X	X	X	X		
District 5	01/11/20 – 01/24/23	Marlen Torres	e	X		X	X	e		e	X	e	E	
Optional: Practicing Psychiatrist		VACANT												

Present = X

District 1: Supervisor LaVere

District 2: Supervisor Parks

District 3: Supervisor Long

District 4: Supervisor Huber

District 5: Supervisor Ramirez

	<p>Gardner agreed that a presentation on Rosenberg’s Rules of Order is a good idea even though it is covered briefly within the required Ethics Training.</p> <p>Scott Walker asked whether the Ethics Training is open to the public. Ms. Gardner provided some information regarding Ethics Training requirements for BHAB members and advised that Vickie Poliquin can provide the link for the training. Vickie Poliquin will check with the Clerk of the Board to determine whether the training is available to the public.</p>		
XVIII.	<p>Adjourn</p> <p>Mr. Tejada apologized to Ms. Stone for interrupting during her announcement, noting that it was his first time at leading the meeting and was simply trying to keep the meeting on track. Mr. Tejada invited Ms. Stone to make an additional statement prior to adjourning the meeting.</p> <p>The meeting adjourned at 3:20 PM</p>		

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District 1	03/11/21 – 03/10/24	Claudia Armann	e	X	X	X	X	X	X	X	X	X	X	
District 5	09/15/20 – 09/15/23	Soledad Barragán	e	X	X	X			e	X	X		e	
District 2	02/24/19 – 02/23/22	Ratan Bhavnani	X	X	X	X	X	X	X					
District 3	01/26/21 – 01/26/24	Nancy Borchard	X	X	X	X	X	X	X	X	X	X	X	
District 3	01/13/22 – 01/12/25	Gane Brooking	X	X	X	X	X		X	X		X	X	
District 1	10/07/21 – 10/06/24	Kevin Clerici	X	X	X	X	X	X		X	X	X	X	
District 3	03/22/22 – 12/01/23	Stephanie Escoto										X	X	
District 5	03/23/21 – 03/22/24	Jose Estrada	X	X										
District 4	10/14/21 - 10/13/24	Jesse Finkbeiner	X	X	X	X								
District 1	04/27/21 – 04/26/24	Genevieve Flores-Haro	X	X	X	e	X	X	X	X	X	X	X	
LE	09/10/19 – 09/10/22	Cmdr. James Fryhoff	e	X	X	e	X	X	e	e	X	e	e	
District 3	04/15/21 – 04/14/24	Janis Gardner	X	X	X	X	X	X	X	e	X	X	X	
District 4	09/17/19 – 09/17/22	Jerry Harris	X	X	X	X	X	X	X	X	e	X	X	
District 1	05/11/21 – 05/10/24	Cheryl Heitmann	X	X	X	X	X	X	e	X	X	X	X	
District 2	01/08/22 – 01/07/25	Carol J. Keavney	X	X	X		X	e	X	X	X	X	X	
BOS	01/01/22 – 12/31/24	Supervisor Matt LaVere	X	e	X	X	X	X	X	X	e	X	X	
District 4	02/09/21 – 02/09/24	Jennifer Morrison	X	X	e	X	X	X	X	X	X	X	X	
District 2	03/15/20 – 03/15/23	Patricia Mowlavi	X	X	X	X	X	X	e	X	X	X	X	
District 3	12/01/20 – 12/01/23	Joe S. Ramirez	X	X	X	e	X							
District 5	01/25/20 – 01/24/23	Michael Rodriguez	X	X	X	X	X	X	X	X	X	X	X	
District 2	03/01/22 – 02/28/25	Elizabeth R. Stone									X	X	X	
District 4	09/18/21 – 09/17/24	Christopher Tejada	X	X	X	X	X	X	X	X	X	X	X	
District 2	09/17/19 – 09/16/22	Carol Thomas	X	X	X	X	e		X	X	X	X		
District 5	01/11/20 – 01/24/23	Marlen Torres	e	X		X	X	e		e	X	e	E	
Optional: Practicing Psychiatrist		VACANT												

Present = X

District 1: Supervisor LaVere

District 2: Supervisor Parks

District 3: Supervisor Long

District 4: Supervisor Huber

District 5: Supervisor Ramirez



VENTURA COUNTY

BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

5.16.2022

Disparities in Ventura County

Disparidades en el Condado de Ventura

Cynthia Salas, Equity Services Manager
Office of Health Equity and Cultural Diversity –Ventura County Behavioral Health

Cynthia Salas, Gerente de Servicios de Equidad
Oficina de Equidad en Salud y Diversidad Cultural –Ventura County Behavioral Health

Terms and Definitions-Términos y Definiciones

Disparities

- The quantity that separates a group from a reference point on a particular measure of health that is expressed in terms of rate, proportion, mean, or some other quantitative measure. (HP2010)**

Social Determinants of Health

- Social determinants of health (SDOH) are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.*

Disparidades

- Cantidad que separa a un grupo de un punto de referencia sobre una medida particular de salud que se expresa en términos de tasa, proporción, media o alguna otra medida cuantitativa. (HP2010)**

Determinantes sociales de la salud

- Los determinantes sociales de la salud (SDOH) son las condiciones en los entornos donde las personas nacen, viven, aprenden, trabajan, juegan, adoración, y edad que afecta una amplia gama de resultados y riesgos de salud, funcionamiento y calidad de vida.*

Terms and Definitions-Términos y Definiciones

Health Disparities

Health Disparity Definition

- A health disparity (HD) is a health difference that adversely affects disadvantaged populations, based on one or more of the following health outcomes:
- Higher incidence and/or prevalence and earlier onset of disease
- Higher prevalence of risk factors, unhealthy behaviors, or clinical measures in the causal pathway of a disease outcome
- Higher rates of condition-specific symptoms, reduced global daily functioning, or self-reported health-related quality of life using standardized measures
- Premature and/or excessive mortality from diseases where population rates differ
- Greater global burden of disease using a standardized metric (NIH)**

Disparidades en la salud

Definición de la disparidad en la salud

- Una disparidad de salud (EH) es una diferencia de salud que afecta negativamente a las poblaciones desfavorecidas, basada en uno o más de los siguientes resultados de salud:
- Mayor incidencia y/o prevalencia y aparición más temprana de la enfermedad
- Mayor prevalencia de factores de riesgo, comportamientos poco saludables o medidas clínicas en la vía causal de un resultado de enfermedad
- Tasas más altas de síntomas específicos de la afección, reducción del funcionamiento diario mundial o calidad de vida relacionada con la salud autoinformada utilizando medidas estandarizadas
- Mortalidad prematura y / o excesiva por enfermedades donde las tasas de población difieren
- Mayor carga global de enfermedad utilizando una métrica estandarizada (NIH)**



SDOH CATEGORIES/SDOH Categorie

SDOH Categories



Housing



Health Literacy



Food



Financial Strain



Utilities



Transportation



Safety



Childcare



Employment



Health Insurance



Family &
Community Support

Terms and Definitions-Términos y Definiciones

Social Determinants of Health Five Domains

Social determinants of health (SDOH) have a major impact on people's health, well-being, and quality of life. Examples of SDOH include:

- ❖ Safe housing, transportation, and neighborhoods
- ❖ Racism, discrimination, and violence
- ❖ Education, job opportunities, and income
- ❖ Access to nutritious foods and physical activity opportunities
- ❖ Polluted air and water
- ❖ Language and literacy skills



Social Determinants of Health
Healthy People 2030

Determinantes sociales de la salud Cinco dominios

Los determinantes sociales de la salud (SDOH) tienen un impacto importante en la salud, el bienestar y la calidad de vida de las personas. Ejemplos de SDOH incluyen:

- ❖ Vivienda segura, transporte y vecindarios
- ❖ Racismo, discriminación y violencia
- ❖ Educación, oportunidades de trabajo e ingresos
- ❖ Acceso a alimentos nutritivos y oportunidades de actividad física
- ❖ Aire y agua contaminados
- ❖ Habilidades lingüísticas y de alfabetización

Example/Ejemplo



- For example, African American/Black women and Latinas experience lower survival rates from triple-negative breast cancer than White women with the same disease—even with similar access to care, screening mammography, and insurance coverage—due to the lack of specialized screening and lack of viable treatment options available for this form of breast cancer.***
- Women from racial/ethnic minority populations in the United States present with a more advanced stage of breast cancer. **[The] study quantifies the extent to which insurance mediates this difference.**

- Por ejemplo, las mujeres y latinas afroamericanas/negras experimentan tasas de supervivencia más bajas de cáncer de mama triple negativo que las mujeres blancas con la misma enfermedad, incluso con un acceso similar a la atención, mamografía de detección y cobertura del seguro, debido a la falta de exámenes especializados y la falta de opciones de tratamiento viables disponibles para esta forma de cáncer de mama. * * *
- Las mujeres de poblaciones de minorías raciales / étnicas en los Estados Unidos se presentan con una etapa más avanzada de cáncer de mama. **[El] estudio cuantifica hasta qué punto el seguro media esta diferencia.**

Ventura County Statistics- Estadísticas del Condado de Ventura

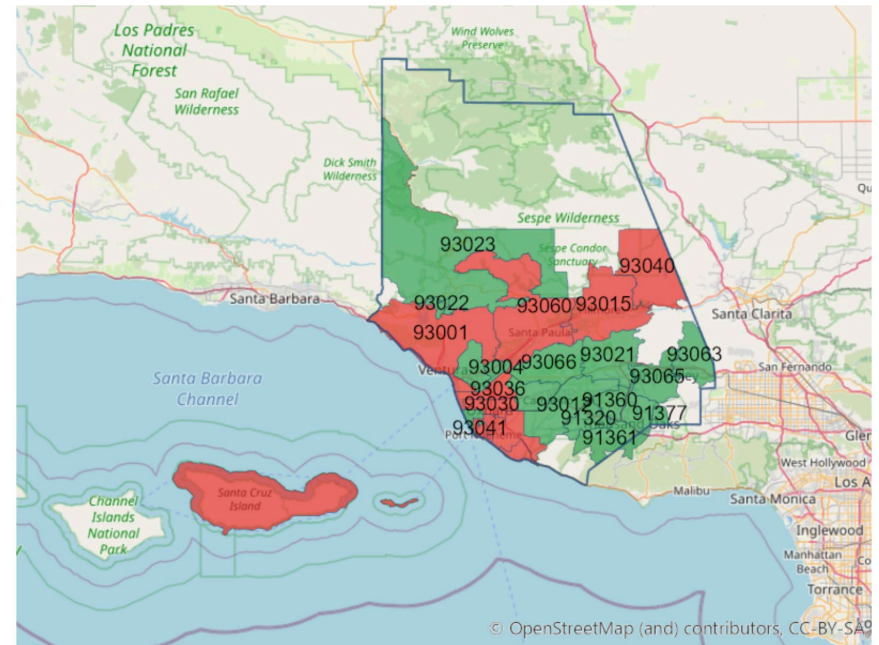
Social Determinants of Health



Social Determinants of Health
Copyright-free

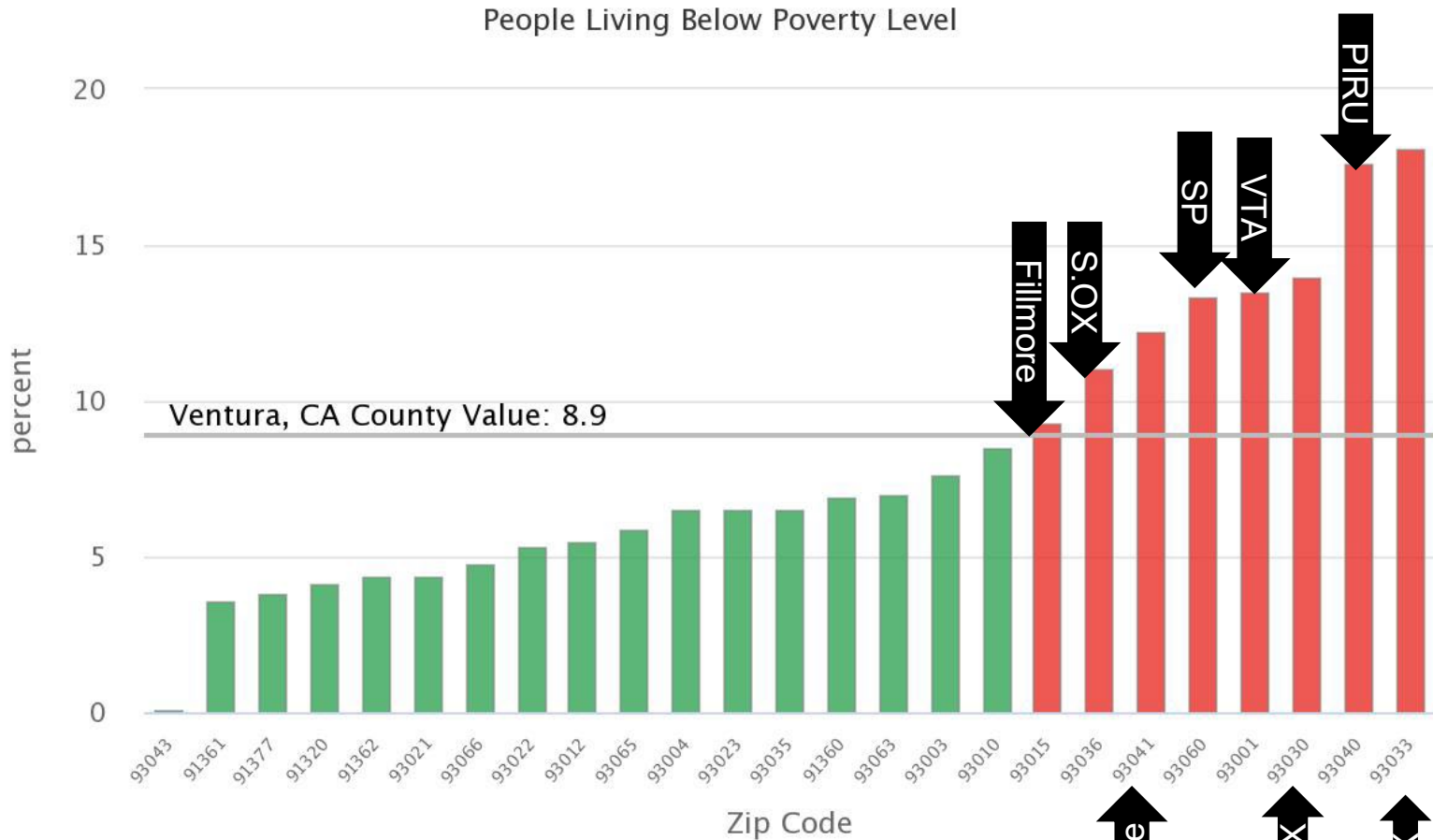
Healthy People 2030

Comparison: Ventura, CA County Value
Measurement Period: 2015-2019
Data Source: American Community Survey



Ventura County Statistics-Estadísticas del Condado de Ventura

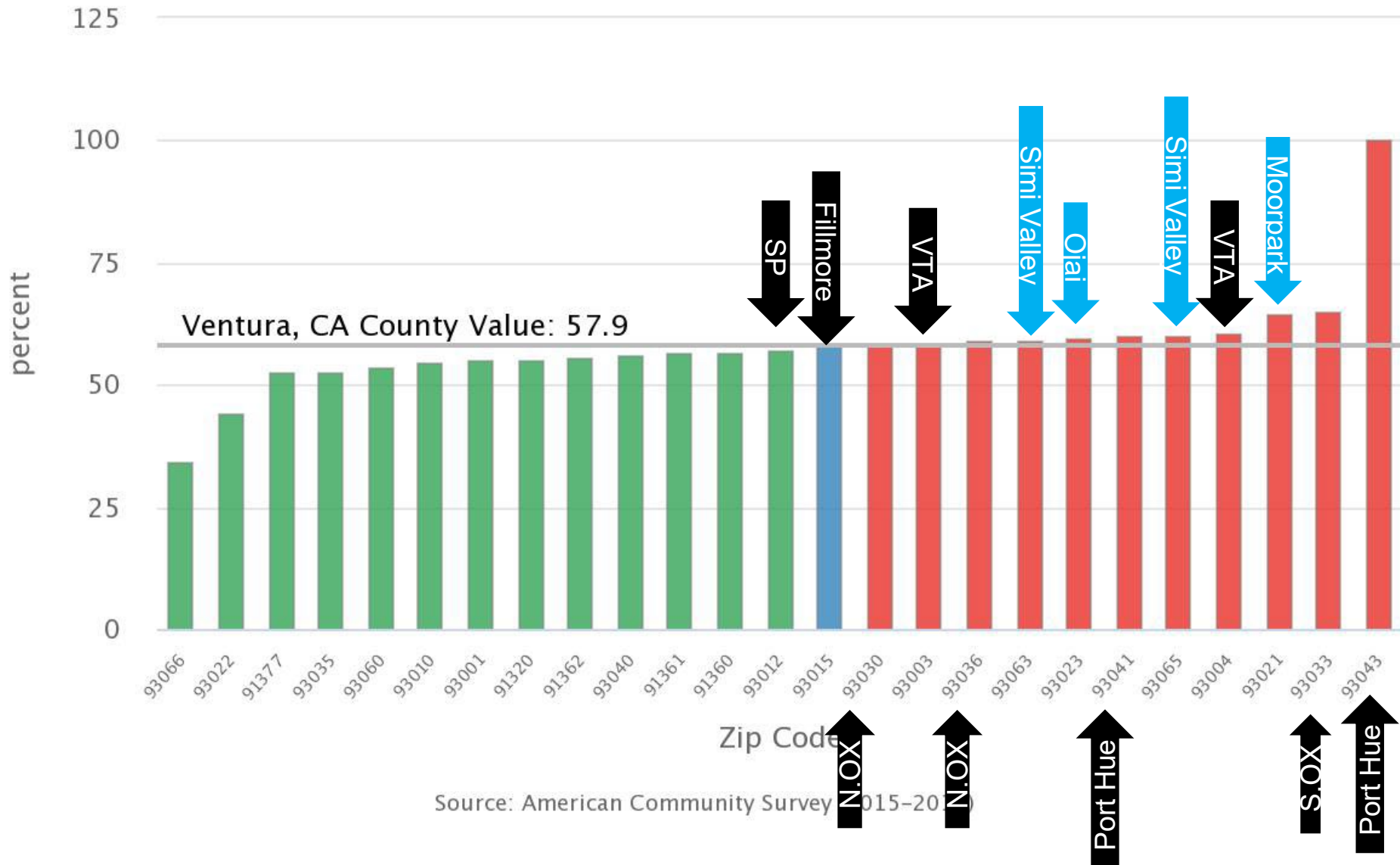
www.healthmattersinvc.org



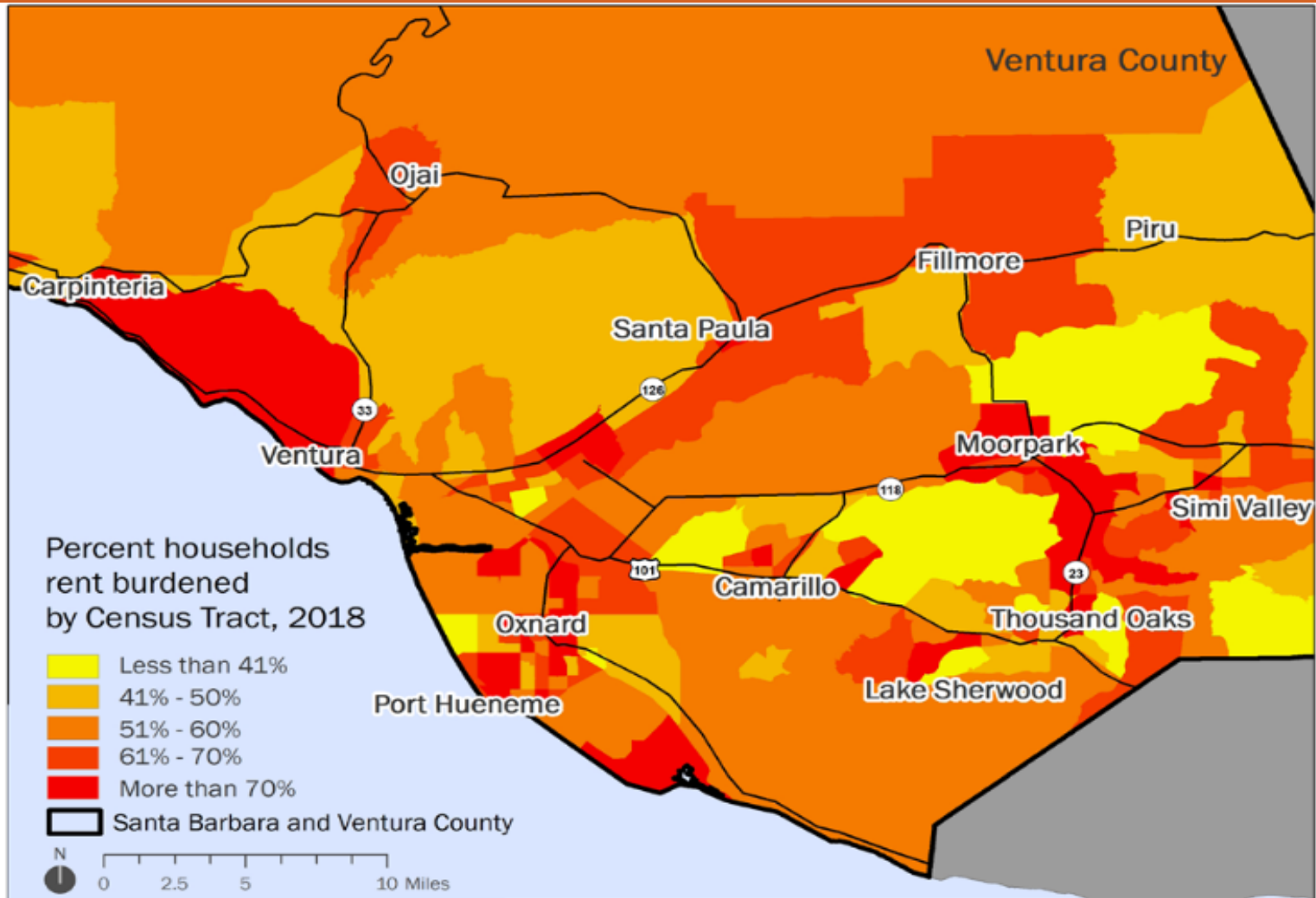
Source: American Community Survey (2015-2019)

Ventura County Statistics-Estadísticas del Condado de Ventura

Renters Spending 30% or More of Household Income on Rent

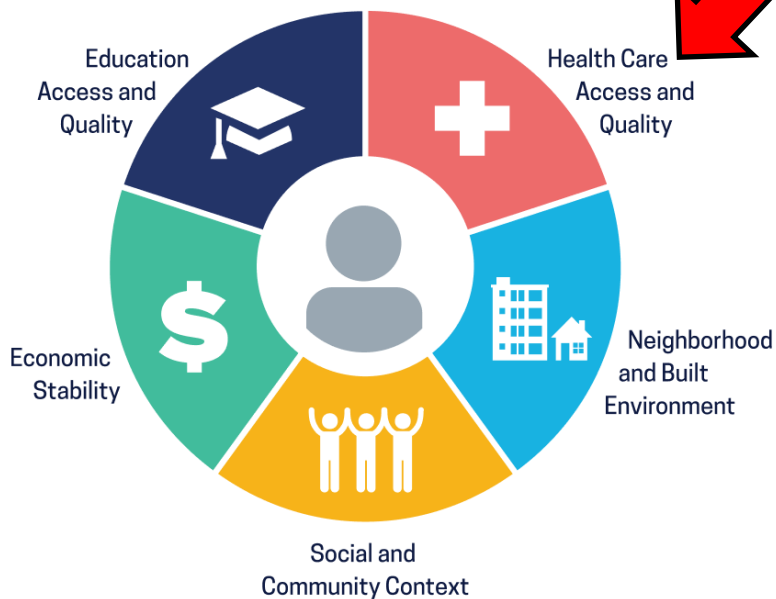


Ventura County Statistics-Estadísticas del Condado de Ventura

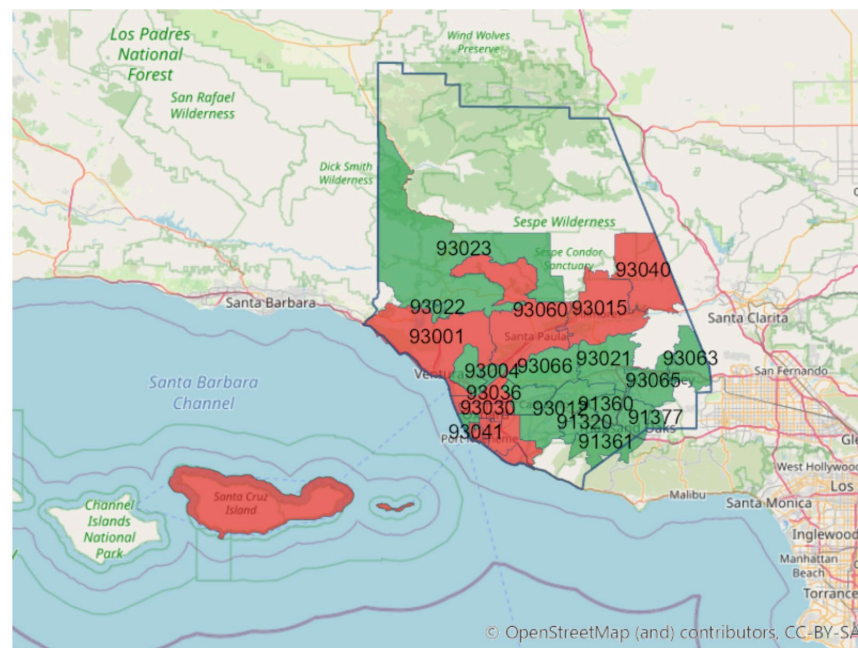


Ventura County Statistics-Estadísticas del Condado de Ventura

Social Determinants of Health



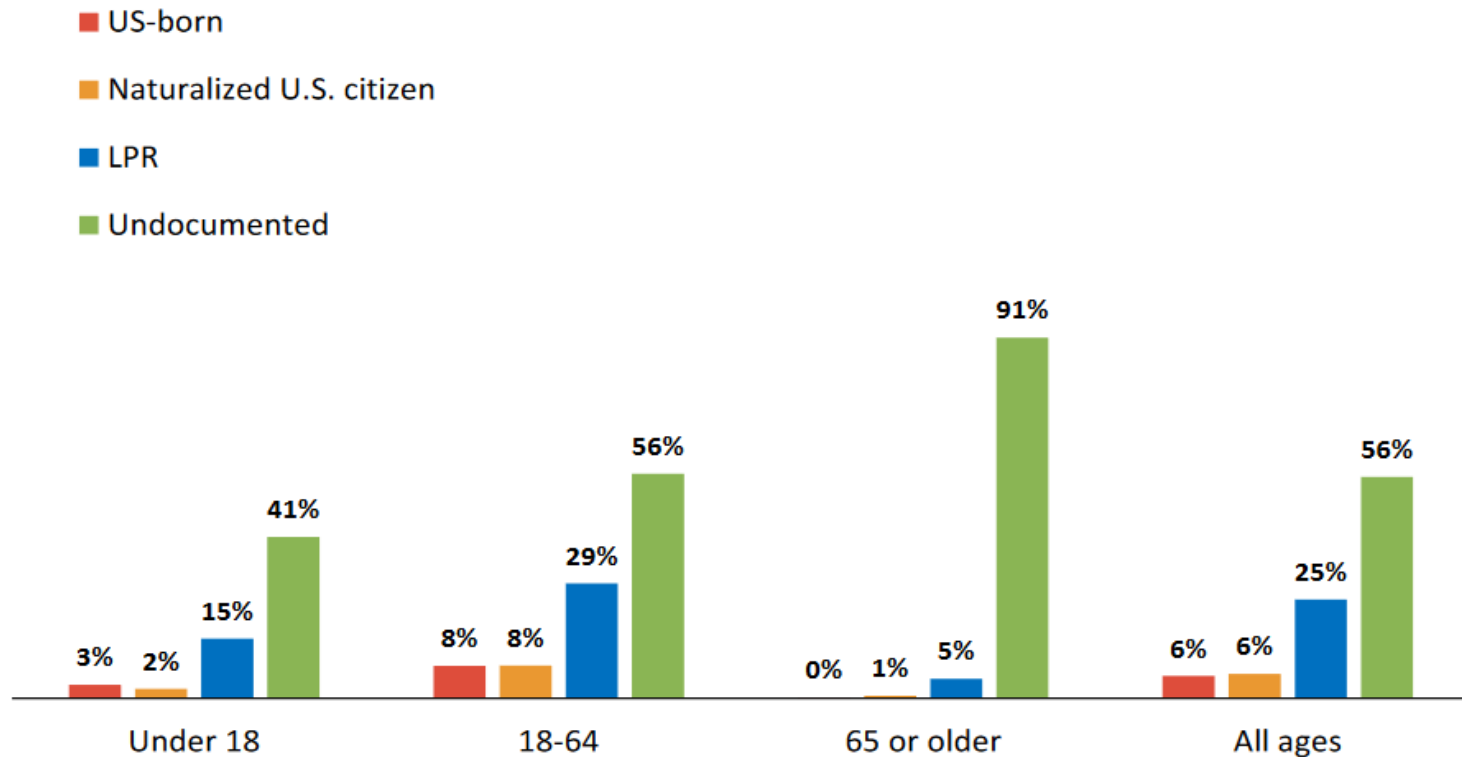
Comparison: Ventura, CA County Value
 Measurement Period: 2015-2019
 Data Source: American Community Survey



Social Determinants of Health
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Living through the Pandemic: Anxiety, Trauma, and Hope *continued*

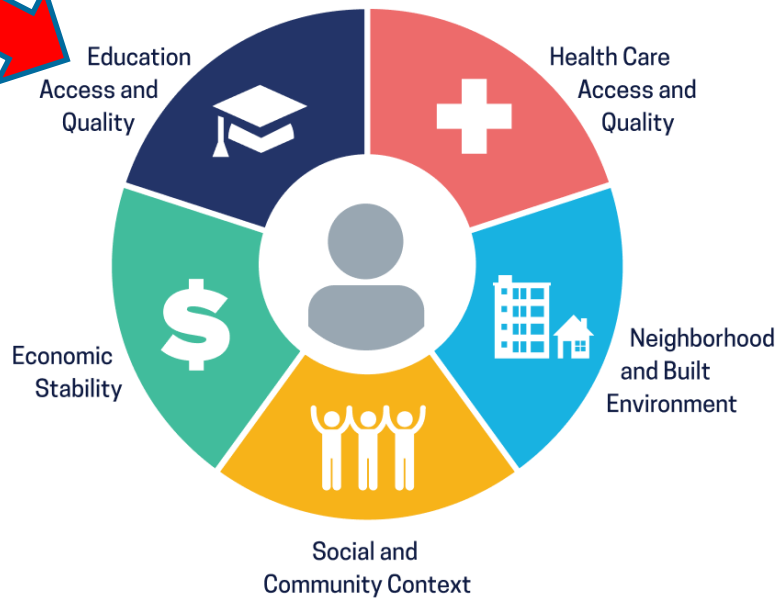
FIGURE 19: PERCENT WITH NO HEALTH INSURANCE BY IMMIGRATION STATUS AND AGE, SANTA BARBARA AND VENTURA COUNTIES, 2018



Source: USC Equity Research Institute analysis of 2018 5-year American Community Survey microdata from IPUMS USA and the 2014 Survey of Income and Program Participation. Note: Data represent a 2014 through 2018 average. See https://dornsife.usc.edu/assets/sites/731/docs/Methodology_Final_updated_ETN_2017.pdf for details on estimates of the undocumented and LPR population.

Ventura County Statistics-Estadísticas del Condado de Ventura

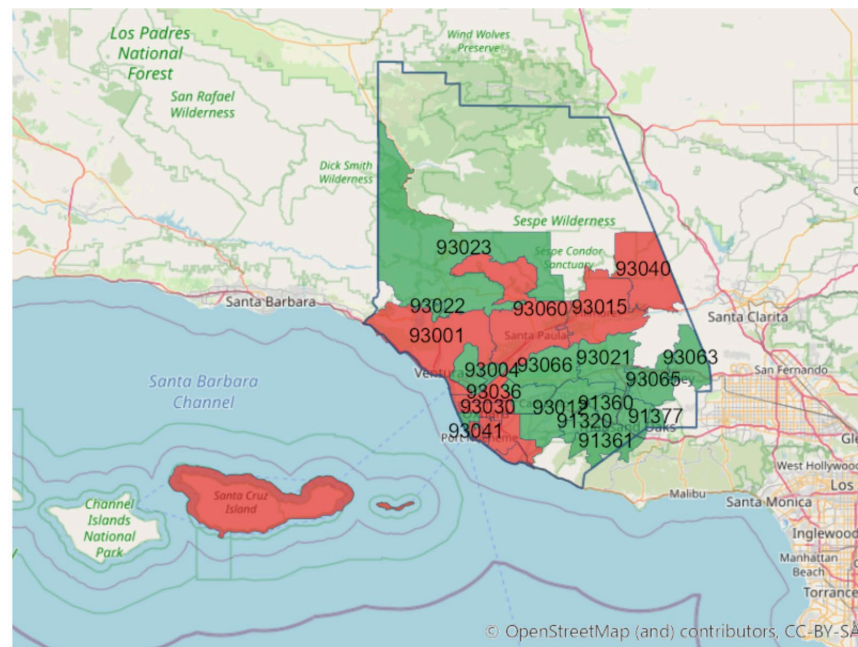
Social Determinants of Health



Social Determinants of Health
Copyright-free

Healthy People 2030

Comparison: Ventura, CA County Value
Measurement Period: 2015-2019
Data Source: American Community Survey



< 8.9%



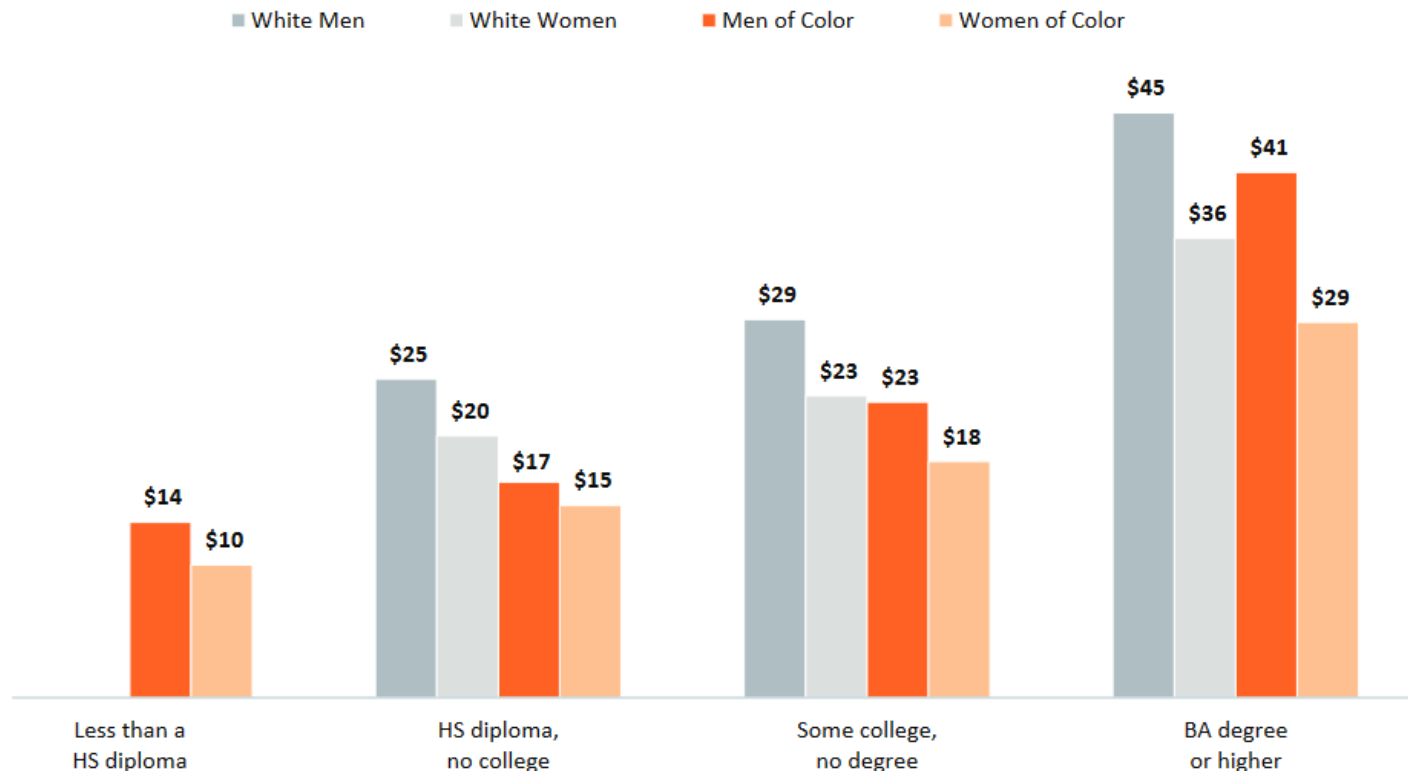
= 8.9%



> 8.9%

Widening Divides: Trends Exacerbated by the Pandemic *continued*

FIGURE 33: MEDIAN WAGE BY EDUCATIONAL ATTAINMENT, RACE, AND GENDER, VENTURA COUNTY, 2018

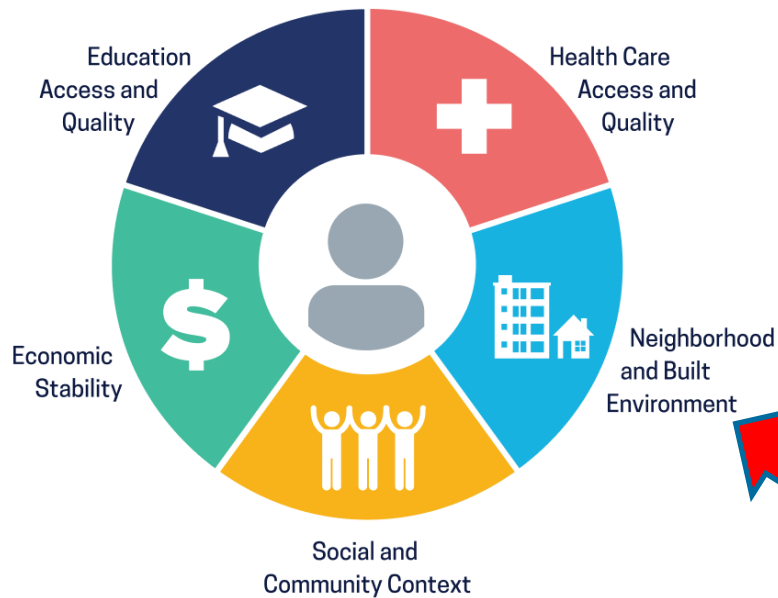


Source: USC Equity Research Institute analysis of the 2018 5-year American Community Survey microdata from IPUMS USA. Note: Universe includes civilian non-institutional full-time wage and salary workers ages 25-64. Values are in 2018 dollars. Data reflect a 2014 through 2018 average.

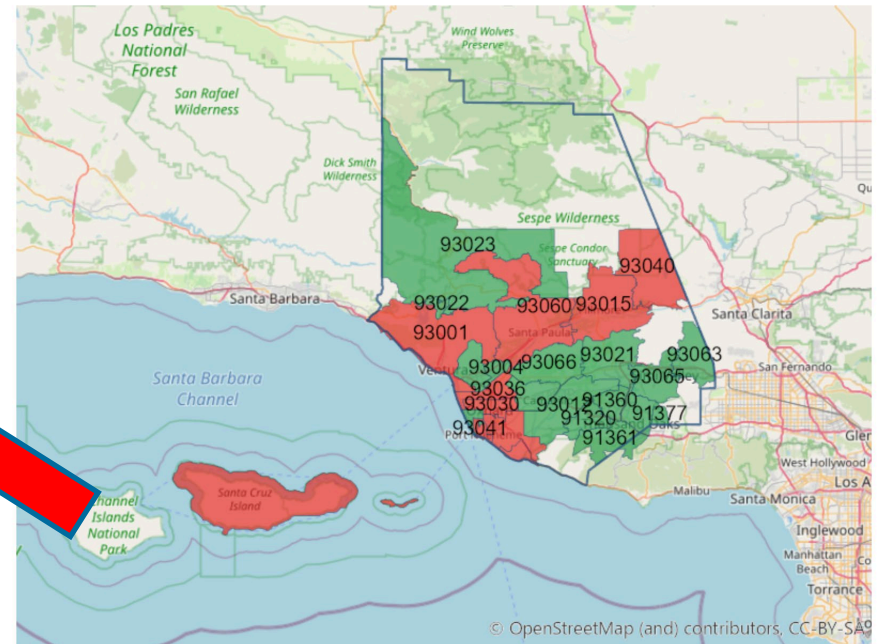


Ventura County Statistics-Estadísticas del Condado de Ventura

Social Determinants of Health

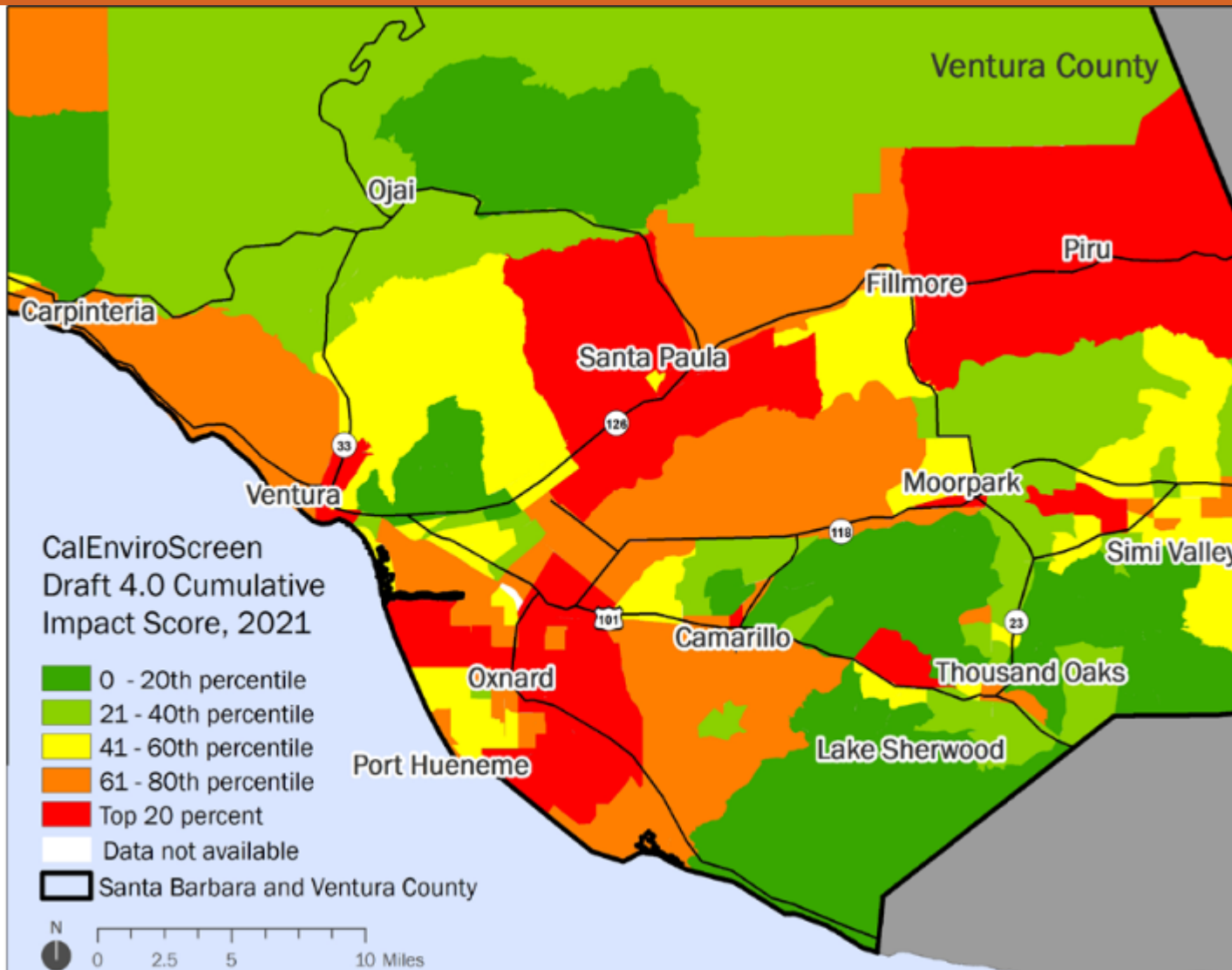


Comparison: Ventura, CA County Value
 Measurement Period: 2015-2019
 Data Source: American Community Survey



Social Determinants of Health
 Copyright-free Healthy People 2030

Ventura County Statistics-Estadísticas del Condado de Ventura 2021

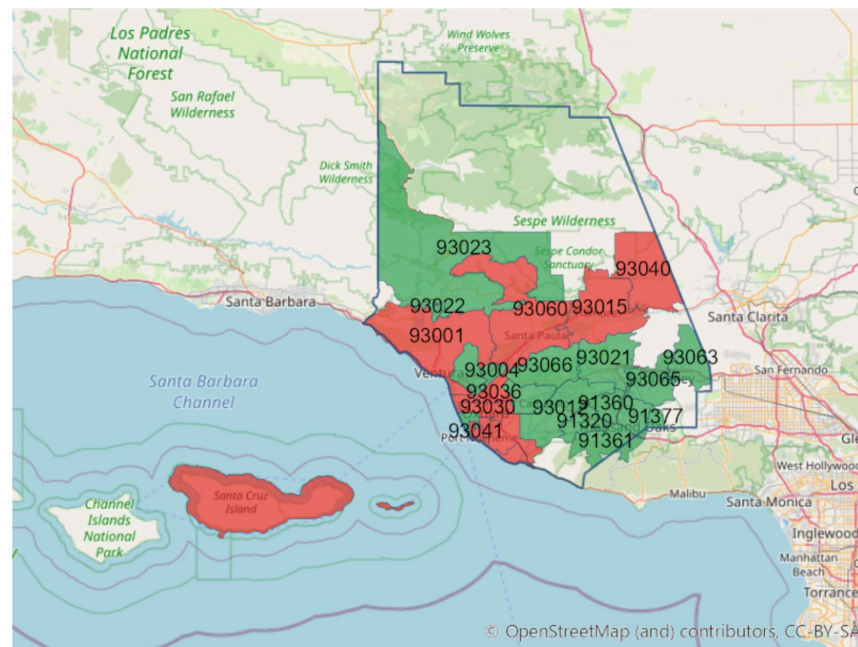


Ventura County Statistics-Estadísticas del Condado de Ventura 2021

Social Determinants of Health



Comparison: Ventura, CA County Value
 Measurement Period: 2015-2019
 Data Source: American Community Survey



IMPROVING HEALTH AND WELL-BEING MEJORAR LA SALUD Y EL BIENESTAR

INVEST IN YOUR COMMUNITY

4 Considerations to Improve Health & Well-Being *for All*

WHAT Know What Affects Health



WHERE Focus on Areas of Greatest Need

Your zip code can be more important than your genetic code. Profound health disparities exist depending on where you live.



WHO Collaborate with Others to Maximize Efforts



HOW Use a Balanced Portfolio of Interventions for Greatest Impact

- Action in one area may produce positive outcomes in another.
- Start by using interventions that work across all four action areas.
- Over time, increase investment in socioeconomic factors for the greatest impact on health and well-being for all.

Four ACTION Areas



VISIT www.cdc.gov/CHInav FOR TOOLS AND RESOURCES TO IMPROVE YOUR COMMUNITY'S HEALTH AND WELL-BEING



MARCH 2015

IMPROVING HEALTH AND WELL-BEING MEJORAR LA SALUD Y EL BIENESTAR

WHAT

Know What Affects Health



- MHA Needs Assessment
- County Schools Needs Assessment
- Data from all community partners
- Number of clinics, hospitals
- Access barriers

- Pollution Burdened Communities
- Thomas Fire
- Pandemic
- Emergency Response Plan

- Lack of Sleep
- Poor Nutrition
- Obesity
- Substance Use

IMPROVING HEALTH AND WELL-BEING MEJORAR LA SALUD Y EL BIENESTAR

Médicos de
proveedores
psiquiátricos
bilingües/trilingües

Bilingual/Trilingual
Psychiatric
Providers
Clinicians

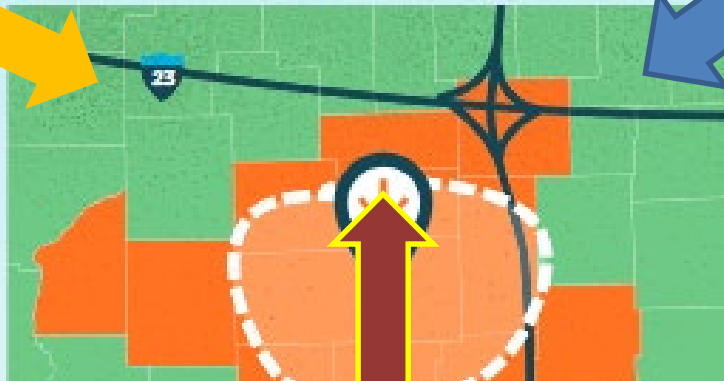
Transitional Behavioral
Health
Career Pipeline towards
mental health careers
(Worker Employment
Training)

Transitional Behavioral
Health Trayectoria
profesional hacia las carreras
de salud mental
(Capacitación laboral de los
trabajadores)

WHERE

Focus on Areas of Greatest Need

Your zip code can be more important than your
genetic code. Profound health disparities exist
depending on where you live.



Prevención Intervención temprana
Alcance
Asistencia para navegar por el sistema de salud
Conexión a las clínicas

Prevention Early Intervention
Outreach
Support in navigating Health System
Connecting to clinics

Number of clinics within
limits of residential
areas

Número de clínicas
dentro de los límites de
las áreas residenciales

Ventura Avenue
East Ventura

Logrando Bienestar
Wellness Center-Centros
de Bienestar
RISE
ACCESS
Promotor(x)s Groups
Peers
MHSA FUNDED
GROUPS

IMPROVING HEALTH AND WELL-BEING MEJORAR LA SALUD Y EL BIENESTAR





VENTURA COUNTY

BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

DISCUSSION

Assistant Director's Update

BHAB General Meeting 5.16.22

May has the following days of significance to highlight:

Mental Health Matters Month
National Asian/Pacific American Heritage Month
National Maternal Depression Awareness Month
Older Americans Month
May 1-7, National Children's Mental Health Awareness Week
May 2 – 8, Public Service Recognition Week
May 4, World Maternal Mental Health Awareness Day
May 8 – 14, National Prevention Week
May 18, National Older Adults Mental Health Awareness Day
May 22, Mental Health Matters Day

California Advancing and Innovating Medi-Cal:

CalAIM is a multi-year initiative by DHCS to improve the quality of life and health outcomes of our population by implementing broad delivery system, program and payment reform across the Medi-Cal program. The major components of CalAIM build upon the successful outcomes of various pilots (including but not limited to the Whole Person Care Pilots (WPC), Health Homes Program (HHP), and the Coordinated Care Initiative) from the previous federal waivers and will result in a better quality of life for Medi-Cal members as well as long-term cost savings/avoidance.

CalAIM has three primary goals:

1. Identify and manage member risk and need through whole person care approaches and addressing Social Determinants of Health.
2. Move Medi-Cal to a more consistent and seamless system by reducing complexity and increasing flexibility; and
3. Improve quality outcomes, reduce health disparities, and drive delivery system transformation and innovation through value-based initiatives, modernization of systems, and payment reform.

Regarding County Mental Health Plans, the primary focus areas are:

- Behavioral health payment reform
- Revisions to behavioral health inpatient and outpatient medical necessity criteria for children and adults
- Administrative behavioral health integration statewide
- Regional contracting
- Substance use disorder managed care program renewal and policy improvements

DHCS formally released the CalAIM proposal on October 29, 2019, at the [Stakeholder Advisory Committee \(SAC\)](#) and [Behavioral Health Stakeholder Advisory Committee \(BH-SAC\)](#) meetings. Between November 2019 and February 2020, DHCS conducted extensive stakeholder engagement for both CalAIM and the renewal of the federal authorities under which Medi-Cal operates (i.e., 1115 and 1915b waivers).

DHCS postponed the planned implementation of the CalAIM initiative, originally scheduled for January 1, 2021, so that both DHCS and all of our partners could focus their limited resources on the needs arising from the public health emergency due to COVID-19.

DHCS released a revised CalAIM proposal on January 8, 2021. [Revised CalAIM Proposal](#).

General Updates:

- The Administration introduced a CARE Courts Proposal in early March. Community Assistance, Recovery and Empowerment (CARE) Court is a new framework to get people with mental health and substance use disorders the support and care they need. CARE Court is aimed at helping the thousands of Californians who are suffering from untreated mental health disorders leading to homelessness, incarceration or worse. California is taking a new approach to act early and get people the support they need and address underlying needs. To learn more about this proposal, please visit: <https://www.chhs.ca.gov/care-court/>.
- The Quality Management Action Committee (QMAC) meeting schedule and format has been updated to allow for more in-depth data review and discussions. Now, in addition to large group meetings, smaller work groups will take place bi-monthly. The first smaller, QMAC Work Group will be towards the end of March. A Doodle poll to request participation and gather date preferences from QMAC members will be sent soon. The next all member QMAC meeting will be in September, TBD. If anyone is interested in joining or would like to recommend someone, please email vcbh.quality@ventura.org.
- We would like to provide the link to the webpage where the most recent VCBH EQRO reports can be viewed:
<https://vcbh.org/en/about-us/reports-performance>

Adult Services Division:

- Dr. Schipper has assumed a lead position in the development of VCBH's peer program and is in the process of forming a workgroup to consider the best ways to utilize and support peer specialist at work VCBH clinics/programs. The hope is to draw upon the experience of both existing staff and stakeholders with lived experience. Interested potential participants are encouraged to reach out to Dr. Schipper.
- VCBH efforts to facilitate the development of a Crisis Stabilization Unit (CSU) in association with St. John's Regional Medical Center have paused. St. John's continues to explore a range of different options to best address the needs of mental health patients who present in their Emergency Department.

Youth and Family (Y&F) Services Division:

- The Y&F Division is pleased to share the following administrative update:
 - Effective 5/16/22: Stephanie Moneyhun, LCSW will be joining the Y&F Division as newly promoted Clinic Administrator for the Child Welfare Subsystem Team.
- Y&F leadership attended the VCOE/SBHIP Kick-off on May 10th. Dr. Denering provided welcoming remarks along with VCOE and Gold Coast Health Plan. This is marked the kick-off of the development of 5 additional school districts adding Wellness Centers in collaboration with VCOE and Gold Coast. We are excited for the continued synergy as the new Wellness Centers will be modeled after the initial MHSSA grant Wellness Centers. A continuum of providers will be utilized to offer mental health supports and will utilize the Peer leadership model, assuring that each school community has its unique needs addressed. Congratulations VCOE and Gold Coast!

Substance Use Services (SUS) Division and Mental Health Services Act (MHSA):

Substance Use Prevention:

- Overdose Awareness and Suicide Prevention- Our latest media efforts include Fentanyl and Suicide Prevention across the County, in Spanish and in English, with significant reach into high-traffic areas outside local businesses—totaling nearly 200 locations. Campaign messages are prominent at 114 Convenience stores, 25 Laundromats, 80 Barbershops & Salons, 5 Grocery Stores, 8 Recycling Bins in Downtown Ventura, and across all 5 Ventura County offices of the DMV.
- **May 10 was National Fentanyl Awareness Day-** and the Health Care Agency joined this public awareness push about the growing fentanyl health crisis. Many young people underestimate the risks of using illegal drugs—which can be a deadly miscalculation in this era of Fentanyl and synthetic analogs.
 - The latest Special Report from the Office of the Ventura County Medical Examiner showed a “dramatic increase in accidental overdose deaths- a rise of 66 cases in one year; from 203 in 2020, to 269 in 2021” in Ventura County.
 - While Opioids of any kind are highly addictive, even with short-term use, Fentanyl is an extremely powerful synthetic opioid painkiller, up to 100 times more powerful than morphine. Illegal or “street fentanyl” is of unknown dosage and strength—consuming just a few grains can be enough to kill.
 - During the first months of 2022 OD prevention efforts continued to expand, and we now have 54 locations with trained OD Rescue educators, making more naloxone and overdose training available countywide.

MHSA:

- As a reminder the MHSA Department is preparing for May is Mental Health Month. Several workshops, webinars, and outreach events are occurring throughout the county.
- The following Mental Health webinars have been scheduled:
 - La Clave / The Key
May 16 (Presented in English)
May 19 (Presented in Spanish)
 - Mental Health Matters
May 24

- On June 4th- VCBH, BRITE and VCOE will be hosting a FREE event **empower up! Your Mental Wellness**, art and stories in the courtyard from 11 am – 2:30 pm at the Oxnard Performing Arts Center. You can register using a QPR code or contact the MHSA Department at mhsa@ventura.org. This event will also be live streamed. If you would like to receive a direct invitation, please email mhsa@ventura.org and they will forward the registration information to you. You can also find this event listed on the Wellness Everyday web site.
- Our outreach team has been participating in the County Wide- Food Share Drive, sponsored by the Ventura County Food Bank by providing Free lunch bags with information about VCBH and other community resources including wellness activities.

Administration:

CalAIM

- The VCBH CalAIM unit (California Advancing and Innovating Medi-Cal) continues to coordinate CalAIM efforts across the department. A CalAIM Implementation lead team, which includes managers from various functional areas, meets weekly to analyze guidance issued by the Department of Health Care Services and to further plan how to successfully implement upcoming policy changes. VCBH leadership is working with internal and external stakeholders to ensure timely implementation of policy changes that are effective 07/1/22. Specifically, management staff is working to update policies and procedures, revise documentation forms (paper and EHR based), and create training and communication plans for VCBH clinical staff and contracted providers.

Safety and Facilities

- Ongoing monitoring and compliance with DCHS IN-043 that requires all healthcare staff to be vaccinated, have a booster shot or have an approved exemption and be tested weekly. In addition, we have been coordinating and training with the County mass care and shelter group to provide disaster mental health and assistance in preparation of the next sheltering event. This will benefit the community in the event of a disaster requiring evacuations.

Contracts Team

- The Contracts Team has completed Spring Provider meetings to review contractors' FY 2021-22 performance for the second portion of the fiscal year and to discuss FY 2022-23 contract details. Current fiscal year amendments continue to be processed to make any needed adjustments and increases to the contracts before the end of the fiscal year. The Contracts Team is continuing to draft contracts and amendments to process the FY 2022-23 renewals through the appropriate channels.

Quality Assurance

- VCBH was awarded a \$1 million grant funding to implement the Mentored Internship Program (MIP) to assist in the treatment and recovery of clients with BH disorders and to strengthen and build the professional workforce. Incoming mentors and interns have been interviewed and chosen and structured collaboration with partnering academic institutions is in progress.
- As part of a grant funded program, the QA Care Coordination (CC) team has demonstrated significantly improved outcomes in collaborative Pre- and Post- discharge aftercare planning for

psychiatrically hospitalized clients, as well as improved 7-day and 30-day treatment follow-up rates.

- Utilization Review conducts quarterly reviews and administrative exit reviews, which identify common themes to inform training and improved clinical documentation.
- QA has implemented staff onboarding protocols to standardize training and support operations, including provider hiring/onboarding checklists and standardized welcome packets. A quarterly new employee orientation policy and procedure training will begin in May.
- QA continues to review, monitor, and track implementation of and compliance with DHCS Information Notices in collaboration with inter-departmental stakeholders and is working to plan for and implement upcoming CalAIM initiative changes.
- QA facilitates quarterly VCBH/CBO provider meetings, to provide ongoing training and updates on topics including CalAIM implementation, compliance requirements, policies and procedures, QI and EHR.

Quality Improvement:

- The External Quality Reviews (EQRO) for Mental Health took place February 22-24, 2022, and the preliminary draft report has been reviewed. Feedback and suggestions for changes have been sent to BHC prior to finalization.
- QI continues to implement 4 performance improvement projects (PIPs) that address areas for improvement such as no-show rates, initial and ongoing client engagement in services, and post-hospitalization follow-up, and recently received positive feedback on all PIPs from the state reviewers. New topics for a clinical Mental Health PIP are being explored as the current one will end soon.
- QI is building out ongoing tracking and reporting of key performance metrics and are working with VC-Information Technology Services to design a public-facing data dashboard.
- To support Strategic Plan efforts, QI is working with department leads to deliver baseline data and develop methods for reporting progress.
- The Quality Management Action Committee (QMAC) meeting schedule and format has been updated to allow for more in-depth data review and discussions. Now, in addition to large group meetings, smaller work groups will take place bi-monthly. The first meeting in this new format was held recently to discuss the use of data collected through client satisfaction surveys. QI continues to recruit consumer/family/peer and community stakeholders for the QMAC. Names can be sent to vcbh.quality@ventura.org.
- The collection of consumer satisfaction information via the annual state-mandated Consumer Perception Survey (CPS) will begin on May 16, 2022. Responses will be collected over a period of one week and will be sent to UCLA for analysis and summarization. In preparation of the survey week, QI is working with all VCBH programs to train staff and distribute training materials.
- QI will be coordinating the submission of the network adequacy certification tool (NACT) required by DHCS annually to demonstrate compliance with the state's standards for access to services. This process will involve data collection from VCBH and CBO programs regarding provider capacity and services, as well as timeliness data. The NACT is expected to be due in July 2022.

Electronic Health Record

- The Electronic Health Record (EHR) Team is aggressively involved in research and planning operations in preparation for upcoming CalAIM mandated changes to clinical health record tracking. CalAIM is the State initiative to re-make Medi-Cal services for qualified Californian's. Current focus is on required changes to clinical assessments, treatment plans, and progress notes, which constitute the backbone of client clinical treatment records. These modifications must be in completed and in place by 7/1/2022. Further changes involve the establishment of a common screening evaluation method to be used throughout the Behavioral Health environment. The entire CalAIM initiative is expected to be implemented over the coming 5-years.

VENTURA COUNTY BEHAVIORAL HEALTH

Clients Served

Open episodes in April 2022 with billing activity in prior 12 months

As of 5/4/2022

All VCBH	VCBH Treatment Programs
SUS - County & Contractor MH Adult - County & Contractor MH Y&F - County & Contractor VCBH STAR Adult Crisis	County & Contractor Includes outpatient and residential

**VCBH enrolled clients only

	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
Total Clients With Open Episode	11,841	1,203	5,728	4,379	857	637	37	48

**VCBH enrolled clients only

Total Clients With Open Episode Age Group *	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
0-15	3,104	13		2,905	299	59		
16-25	2,355	198	768	1,291	202	137	7	8
26-59	5,090	932	3,826	183	312	334	27	32
60+	1,292	60	1,134		44	107	3	8
Grand Total	11,841	1,203	5,728	4,379	857	637	37	48

**VCBH enrolled clients only

Total Clients With Open Episode Preferred Language	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
English	10,153	1,135	4,988	3,610	686	578	35	45
Spanish	1,222	58	541	572	93	29	1	3
Mixteco	18	1	4	12	2			
Non-Threshold Language	89	2	65	16	6	3	1	
Not Reported	359	7	130	169	70	27		
Grand Total	11,841	1,203	5,728	4,379	857	637	37	48

**VCBH enrolled clients only

Total Clients With Open Episode	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
Ethnicity								
Latinx	6,170	611	2,579	2,791	506	201	18	26
Non-Latinx	4,190	501	2,670	912	217	237	19	19
Not Reported	1,475	91	476	675	133	198		3
Declined to State	6		3	1	1	1		
Grand Total	11,841	1,203	5,728	4,379	857	637	37	48

**VCBH enrolled clients only

Total Clients Served At Each Location ***	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
Program Service Location								
CAMARILLO	480		96	384				
FILLMORE	158	33		127				
MOORPARK	11			11				
OXNARD	6,404	819	2,562	2,068	857	637		
SANTA PAULA	856		558	298				
SIMI VALLEY	1,299	86	739	501				
THOUSAND OAKS	1,260	44	892	338				
VENTURA	2,196	66	1,111	1,044			37	48
Outside Ventura County (Contractor)	342	320	23					
Grand Total	13,006	1,368	5,981	4,771	857	637	37	48

**VCBH enrolled clients only

Total Clients With Open Episode	VCBH Program Group							
	All VCBH	SUS	MH Adult	MH Youth and Family	VCBH STAR	VCBH Crisis	CSU**	IPU**
Residence Region - City								
Conejo Valley	965	96	532	255	62	75	1	1
Conejo Valley-Newbury Park	229	22	125	57	14	25		
Conejo Valley-Oak Park	31	3	8	19	2	2		
Conejo Valley-Thousand Oaks	647	68	366	163	43	44	1	1
Conejo Valley-Westlake Village	58	3	33	16	3	4		
Moorpark	369	22	137	193	28	13		
Moorpark	369	22	137	193	28	13		
Ojai	235	30	106	66	19	29	1	
Ojai	183	28	86	43	17	22	1	
Ojai-Oak View	52	2	20	23	2	7		
Oxnard Plains	5,285	520	2,523	2,043	399	254	18	22
Oxnard Plains-Camarillo	858	73	442	285	48	73	1	3
Oxnard Plains-Oxnard	4,053	402	1,910	1,610	326	162	15	17
Oxnard Plains-Port Hueneme	357	43	161	143	24	18	2	2
Oxnard Plains-Somis	17	2	10	5	1	1		
Santa Clara Valley	1,196	77	480	603	95	34	5	4
Santa Clara Valley-Fillmore	346	27	133	172	33	10	1	1
Santa Clara Valley-Piru	46	8	15	28	4	2		
Santa Clara Valley-Santa Paula	804	42	332	403	58	22	4	3
Simi Valley	1,342	151	653	495	77	70	1	8
Simi Valley	1,342	151	653	495	77	70	1	8
Ventura	2,106	263	1,138	609	162	142	11	12
Ventura	2,106	263	1,138	609	162	142	11	12
Not Reported	343	44	159	115	15	20		1
Not Reported	343	44	159	115	15	20		1
Grand Total	11,841	1,203	5,728	4,379	857	637	37	48

Residence cities do not reflect client service location.



V E N T U R A C O U N T Y

H E A L T H C A R E A G E N C Y

REQUEST FOR PROPOSALS

COMPREHENSIVE BEHAVIORAL HEALTH
CONTINUUM OF CARE NEEDS ASSESSMENT

ISSUED: April 29, 2022

DUE: June 1, 2022

RFP TABLE OF CONTENTS

SECTION	PAGE
RFP Summary	4
Purpose	4
Timeline	4
Intent to Bid	4
Bidder RFP Questions	4
Bidder Bonfire Support	5
1.0 General Information	6
1.1 Purpose of RFP and Introduction	6
1.2 Nomenclatures	6
1.3 Continuum of Care Background	6
1.4 Cost	8
1.5 Timeline	8
1.6 RFP Questions	9
1.7 Bidder Eligibility and Qualifications	9
2.0 Instructions to Bidders/Rules Governing Competition	11
2.1 Submittal Deadline	11
2.2 Proposal Response	11
2.3 Modification of Proposals	11
2.4 Opening of Proposals	11
2.5 Examination of the RFP	11
2.6 Proposal Validity	12
2.7 Proposal Content/Format	12
2.8 Costs Incurred in Responding	12
2.9 Addenda	12
2.10 Confidential and Proprietary Data	13
2.11 Commitments, Warranty, and Representations	13
2.12 Proposal Validation/Evaluation/Award	13
2.13 Presentations	15
2.14 Additional Information	16
2.15 Errors/Defects in Proposals	16
2.16 Rejection of Proposals	16
2.17 RFP Cancellation	16
2.18 Protest Procedures	16
3.0 Scope of Work	18
3.1 Scope of Work	18
3.2 RFP Proposal Questions and Budget Request	19
3.3 Required Proposal Information	20
3.4 RFP Proposal Questions and Cost Proposal	21

**VENTURA COUNTY HEALTH CARE AGENCY
REQUEST FOR PROPOSALS (RFP) SUMMARY**

NEEDS ASSESSMENT RFP

3.5	Required Proposal Information	24
3.6	Compliance with HCA Contract Terms and Conditions	26
3.7	Insurance Requirement	26
3.8	Contract Term	26
3.9	Payment Terms	26
3.10	Non-Collusion	26
	Attachment	28
	Attachment A – Cost Proposal	29
	Attachment B – Standard Provider Agreement	30
	Attachment C – Key Staff Listing	50
	Attachment D – References	51
	Attachment E – Non-Collusion Affidavit	52

**VENTURA COUNTY HEALTH CARE AGENCY
REQUEST FOR PROPOSALS (RFP) SUMMARY**

NEEDS ASSESSMENT RFP

**Ventura County Health Care Agency
RFP Summary**

Purpose

The Ventura County Health Care Agency (HCA) herein referred to as the “County” or “HCA”, invites proposals from qualified applicants to provide a Comprehensive Continuum of Care Needs Assessment for the Mild to Serious Mentally Ill of the Behavioral Health Delivery System within all County Department and Agencies, and The Superior Court of California – County of Ventura who provide services to this population.

The initial anticipated contract period will be from October 1, 2022 through June 30, 2023, with up to one (1) additional one-year extension.

Timeline (subject to change)

Issue RFP	April 29, 2022
Bidder Questions Due to HCA	May 20, 2022
Bidder Question Responses Released	May 25, 2022
Intent to Bid	June 1, 2022
Proposals Due by 5 p.m.	June 1, 2022
Contractor Selection/Notification	August 2022
Contract Finalized	August 2022
Board of Supervisors Approval Received	September 2022
Operations Initiated by Contractor	October 1, 2022

If there are any discrepancies between dates/times listed in this solicitation document and on the solicitation in Bonfire, the time listed on the solicitation in Bonfire shall govern.

Intent to Bid

Each bidder is responsible for indicating their intent to bid by June 1, 2022 through the Ventura County Bonfire system at:

<https://ventura.bonfirehub.com/opportunities/60678>

To be able to submit a proposal, your organization must indicate its intent to bid.

Any RFP addenda, Questions and Answers, or updated information will be made available through the Bonfire system.

Bidder RFP Questions

All questions related to this RFP may be directed to the assigned VCBH Contracts Administrator, Curtis Heath, through the Message section of the Bonfire system at <https://ventura.bonfirehub.com/opportunities/60678>

The Contracts Administrator facilitating this RFP ***is the only individual authorized to answer questions related to this RFP.*** The questions and answers will be distributed

**VENTURA COUNTY HEALTH CARE AGENCY
REQUEST FOR PROPOSALS (RFP) SUMMARY**

NEEDS ASSESSMENT RFP

through the online Bonfire system to all registered bidders.

Bidder Bonfire Support

Any technical questions or issues related to the use of the Bonfire system may be sent to support@gobonfire.com.

1.1 Purpose of RFP and Introduction

HCA invites proposals from qualified applicants to provide a comprehensive continuum of care assessment of Ventura County's Mental Health (MH) and Substance Use Disorder (SUD) services delivery systems of care for the mild, moderate and seriously mentally ill who are receiving services within the County Departments, Agencies and The Superior Court of California – County of Ventura. The RFP should further address the homeless population who are not receiving services currently, but who should be reached out to register and receive services within the Ventura County continuum care system

The County's continuum of care expands beyond the Ventura County Behavioral Health Department (VCBH) and includes other Ventura County departments and agencies such as Ventura County Medical Center, the Ventura County Health Care Agency Public Health and Ventura County Hillmont Psychiatric Unit, the Ventura County District Attorney, Ventura County Public Guardian, , Ventura County Public Defender, Ventura County Sheriff's Office, Ventura County Probation Agency, Ventura County District Attorney's Office, Education Systems – secondary education such as local school districts and County schools, The Superior Court of California – County of Ventura County Courts system (Mental Health Court, Homeless Court, New Care Court, and the Diversion Program) and local Community Based Organizations (CBOs). The comprehensive needs assessment shall include a review of all aspects of the continuum of care, not solely VCBH.

Note: the list of agencies in here in sections 1.1, 1.3, 3.1 or elsewhere in the RFP are intended to provide an idea of the County agencies/departments involved in the continuum of care, but do not represent a complete list. The successful contractor will be expected to include an assessment of all aspects of the continuum of care including but not limited to the stated agencies.

1.2 Nomenclatures

The terms Bidder, Vendor, Respondent, Offeror, or Proposer may be used interchangeably in this RFP to designate an organization interested in responding to this RFP. The terms RFP, RFP Solicitation, or Solicitation refer to all proposal documents and related addenda produced by HCA and provided to prospective bidders. The terms Successful Proposer, Successful Respondent, Successful Offeror, Successful Contractor, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the organization with whom HCA enters into a contract because of this RFP.

1.3 Continuum of Care Background

VCBH is the public authority at the County level that provides mental health and substance use disorder services leadership, coordination, and oversight of

prevention, early intervention, treatment, and recovery support services for adult, perinatal and adolescent consumers and their families. The full continuum of prevention, treatment, crisis intervention and educational services are provided to educate the community about the signs of mental health challenges, provide anti-stigma education and information as well as treat those that rise to the level of acuity that the county mental health plan serves. As a public agency, VCBH is responsible for assisting many of the County's most vulnerable residents, Medi-Cal beneficiaries. Given Medi-Cal is billed for many of these services, most services provided are voluntary and require a signed consent form before services commence. VCBH provides behavioral health services to more than 20,000 clients annually. Over 16,000 clients are impacted by severe mental illness and over 4,600 clients are impacted by substance use disorders.

VCBH is committed to providing comprehensive mental health and substance use services and ensuring that a full continuum of care is available for our clients. VCBH provides mental health and substance use treatment services across the county through 31 county operated outpatient clinics¹, regionally based county service teams, a Latino Outreach program that reaches across department divisions, a mobile crisis team that serves the entire county 24/7 regardless of insurance type and without the caveat of needing to be a Medi-Cal beneficiary, and various contract providers. VCBH strives to ensure that the mental health and substance use services that are provided to our clients are consumer driven, integrated, recovery oriented, and culturally competent.

To change the trajectory of mental health challenges, VCBH offers:

1. Prevention, education and outreach through VCBH's mental health and substance use services prevention service teams and other programs such as Logrando Bienestar, a Latino outreach program and Rapid Integrated Support and Engagement (RISE) programs,
2. Screening and assessment such as mental health and substance use services assessments,
3. Early intervention,
4. Peer, family and systems support through such VCBH partners as NAMI Ventura County and The Client Network,
5. Eleven wellness centers²,
6. Outpatient services including individual and group therapies,
7. Wraparound Intensive services,
8. Specialty and diversion programs including full-service partnerships,
9. Narcotic treatment programs (NTP's),

1 VCBH Outpatient clinics consist of eleven (11) of which are devoted to adult mental health, nine (9) are for youth mental health, and six (6) address substance use services, and five (5) clinics devoted to Driving Under the Influence (DUI) programs).

2 The eleven wellness centers consist of two (2) for adults, one (1) for Transitional Aged Youth, and eight (8) at high school campuses within the county.

**VENTURA COUNTY HEALTH CARE AGENCY
SECTION 1.0 GENERAL INFORMATION**

NEEDS ASSESSMENT RFP

- 10. Residential services ranging from approximately 160 board and care beds, over 190 beds for residential/withdrawal management, 75 beds in assisted living facilities and a 16-bed mental health rehabilitation center.
- 11. Services through approximately 50 Community Based Organizations, Board and Care facilities, and Residential Treatment facilities to provide treatment, wellness, and outreach and engagement to clients and the community.

VCBH's crisis services include:

- 1. A 12 chair allocation of with only 8 chairs currently Crisis Stabilization Unit,
- 2. Four (4) chair Youth Crisis Stabilization Unit,
- 3. Two 15 bed Crisis Residential Treatment Centers,
- 4. A mental health and substance use services access line that connects to the crisis team and provides support for access related or informational calls.

In addition to the behavioral health services provided by VCBH, a full spectrum of behavioral health services is also provided to the public through the County's continuum of care that includes such county agencies/departments as the Health Care Agency, Ventura County Medical Center, Ventura County District Attorney, Ventura County Public Defender, Ventura County Public Guardian, Ventura County Sheriff's Office, Probation, and The Superior Court of California - Ventura County Courts, and local partners such as the National Alliance on Mental Illness (NAMI) Ventura County.

1.4 Cost

Offeror must submit a detailed breakdown of their costs incurred in the gathering of information and development of the deliverables outlined in Section 3.0 Scope of Work/Proposal Instructions. See Section 3.4 RFP Proposal Questions and Cost Proposal for further details on the cost proposal/budget. Respondents are to submit one (1) budget proposal to include all costs associated with providing a complete comprehensive needs assessment.

1.5 Timeline

Issue RFP	April 29, 2022
Bidder Questions Due to HCA	May 20, 2022
Bidder Question Responses Released	May 25, 2022
Intent to Bid	June 1, 2022
Proposals Due by 5 p.m.	June 1, 2022
Contractor Selection/Notification	August 2022
Contract Finalized	August 2022
Board of Supervisors Approval Received	September 2022
Operations Initiated by Contractor	October 1, 2022

If there are any discrepancies between dates/times listed in this solicitation

document and on the solicitation in Bonfire, the time listed on the solicitation in Bonfire shall govern.

1.6 RFP Questions

It is the responsibility of each bidder to ensure that they are clear on the proposal requirements. Please use the Message section of the Bonfire System project page to submit your questions to HCA by May 20, 2022. No additional questions will be accepted after this deadline. HCA will answer bidder questions requesting clarity on the RFP requirements by May 25, 2022. The questions and answers will be made available on the Bonfire System under the Messages Section (see Public Notices) at:

<https://ventura.bonfirehub.com/opportunities/60678>

1.7 Bidder Eligibility and Qualifications

To be deemed eligible and qualified to submit a proposal of qualifications, a respondent must demonstrate in their proposal that they meet the following minimum requirements by the deadline that is specified to submit a proposal. A respondent that does not demonstrate that they meet these minimum requirements will be considered non-responsive and will not be eligible for evaluation and consideration for award of the contract.

California Secretary of State Business Entities Search

Business entities registered with the California Secretary of State as a corporation, limited liability company, or limited partnership must have an active status designation on the California Secretary of State Business Entities Search website. HCA will not review a proposal submitted from an entity that has any other status designation. HCA plans to use the following link to verify a business entity's status: <https://businesssearch.sos.ca.gov/>. Each respondent should verify their status designation prior to submitting a proposal of their qualifications. If a respondent's status requires correction, this correction must be made prior to the submittal of their proposal of qualifications.

Vendor Required Experience

Respondents must demonstrate experience conducting public or private sector comprehensive needs assessments and analyses of County/community mental health and SUD services systems of care. Contractors with experience with Counties or similar systems of care within California are preferred. In their proposals, respondents will need to detail services they have provided that are similar to the services outlined in this RFP and that occurred without a plan of correction or a contract failure.

Unless otherwise provided herein, the successful respondent shall:

- Comply with any and all federal, state and local laws.
- Give all public notices necessary for the lawful performance of the contract.

INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be submitted through the Bonfire system <https://ventura.bonfirehub.com/opportunities/60678> no later than 5:00 p.m., June, 1, 2022, 5 p.m.

Bidders are allowed to submit more than one proposal with different methods of meeting the RFP requirements. If a bidder submits more than one proposal, one proposal must be marked “Base Proposal” and the others shall be marked “Alternate Proposal 1”, “Alternate Proposal 2”, etc. Each base proposal and alternate proposal shall be submitted in accordance with the terms and conditions of this RFP.

Bidders are responsible for making certain their proposals are received on or before the proposal submittal deadline. Any discrepancies between dates/times listed in this solicitation, the receiving time in the Bonfire System will be the governing time for acceptability of proposals---no late submittals will be allowed.

2.2 Proposal Response

Bidders must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Bidders should keep copies of their submittals for future reference.

2.3 Modification of Proposals

If a bidder wishes to make modifications to a proposal that has already been submitted to HCA through the Bonfire System, they must withdraw the proposal to make the modifications. All modifications must be made and submitted in accordance with the terms and conditions of this RFP. **It is the responsibility of the bidder to ensure that modified proposals are resubmitted through the Bonfire System before the submittal deadline.** Proposals cannot be changed or modified after the submittal deadline.

2.4 Opening of Proposals

Proposals will not be opened publicly. However, a list of the names of the organizations that submitted a proposal will be available within a reasonable time after the submittal deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the RFP

Bidders should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to the bidder.

INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION

Bidders shall be presumed to be familiar with all specifications and requirements of this RFP. Failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation with respect to this RFP.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 120 calendar days from the due date and through the initial term of the contract

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this RFP. Proposals should be prepared in such a way as to provide a straightforward and concise discussion of the bidder's ability to provide the services described in this RFP and meet the needs of HCA.

Please note that some RFP questions require that the bidder provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for the rejection of a proposal. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness/clarity of content.

In order to facilitate the evaluation and comparison of all submitted proposals, bidder proposals should be submitted in the format described in this RFP. Specifically, each section and all attachments should be clearly labeled. Format instructions must be adhered to; all RFP requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

2.8 Costs Incurred in Responding

HCA will not pay any costs incurred in proposal preparation, presentation, demonstration, or negotiation. Nor does HCA commit to procure or contract for any services. All costs of proposal preparation shall be borne by the bidder. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of HCA when submitted to HCA and may be considered public information under applicable law. HCA assumes no liability for any costs incurred by bidders throughout the entire selection process.

2.9 Addenda

HCA will issue written addenda to make changes, additions, or deletions to this RFP. Addenda will be sent to all known bidders that complete an intent to bid within the Bonfire System and said addenda will be made available through the Messages Section (see Public Notices subsection) of the Bonfire System at <https://ventura.bonfirehub.com/opportunities/60678>

INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION

It is the responsibility of each bidder to ensure that HCA has their correct business name (as listed on the California Secretary of State Business Entity Search Page), address, and contact information on file in the Bonfire System. Any prospective bidder who obtains a copy of the RFP documents from any other source other than the Bonfire System is responsible for advising HCA that they have said documents and that they wish to receive subsequent Addenda.

2.10 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made, or the RFP is canceled, at which time all materials received will be made available to the public. All received proposals will be subject to the California Public Records Act, Government Code §6250. Under the California Public Records Act, HCA may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret (Government Code section 6254(k)) or contains other technical, financial, or other data whose public disclosure could cause injury to the bidder's competitive position. **If any bidder believes that information contained in its response to this RFP should be protected from disclosure, the bidder must specifically mark the pages of the response that contain the information.** The County will not honor any attempt by the bidder to designate its entire proposal as proprietary.

2.11 Commitments, Warranty, and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Bidders are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by a bidder within the scope of this procurement shall be binding upon the bidder whether or not incorporated into a contract document. Failure of the bidder to fulfill any such commitment shall render the bidder liable for liquidated or other damages due to HCA under the terms of the contract. For the purpose of this procurement, a commitment by a bidder includes:

- Any modification, affirmation, or representation as to the above, which is made by a bidder in or during the course of negotiation.
- Any representation by a bidder in a proposal, supporting document, or negotiations about the services to be performed (regardless of the fact that the duration of such commitment may exceed the duration of the contract).

2.12 Proposal Validation/Evaluation/Award

Validation

Proposals will be checked for the information required to conform with this RFP. The absence of required information may be cause for rejection.

Evaluation

The successful bidder shall be chosen in accordance with, but not limited to, the following criteria:

1. Experience and Proven Performance

The evaluation will focus on the bidder's: (1) experience, understanding, and knowledge of the Behavioral Health industry in California, (2) knowledge of and experience with the rules, regulations, and covered services within the RFP scope of work, (3) demonstrated knowledge of the priority populations described in this RFP, (4) demonstrated ability/record of successful service in similar needs assessment studies/analyses, and (5) project team experience.

Client references will be contacted and their responses will become a part of the review/award process.

2. Requirements/Specifications (plan and approach)

Proposals will be evaluated on the following: (1) general quality and responsiveness to the terms, conditions, and time of performance, (2) completeness and thoroughness, (3) grasp of the work to be performed, (4) overall approach to be used, (5) engagement approach, (6) ability to meet the requirements/specifications outlined in this RFP, and (7) project work plan.

3. Compliance with Contract Terms and Conditions

The ability of the bidder to meet and abide by the contract terms and conditions set forth in the attached agreement without requiring modification to the agreement.

4. Cost

The proposals will be evaluated on the best value based on the proposed work plan and scope provided.

Award

The contract will be awarded to the bidder offering the most advantageous proposal after consideration of all evaluation criteria set forth herein. The criteria

INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION

are not listed in any order of preference. HCA will establish an Evaluation Committee, comprised of a variety of County stakeholders, that will be responsible for evaluating all proposals received in accordance with the evaluation criteria. The Evaluation Committee may also:

- Contact and evaluate the bidder's and any subcontractor's references
- Contact any bidder to clarify any response
- Contact any current users of a bidder's services
- Solicit information from any available source concerning any aspect of a proposal
- Seek and review any other information deemed pertinent to the evaluation process.

The summary of evaluation scores will not be released until after award of the contract. HCA will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated. While HCA intends to enter into a contract for these services, it will not be bound to do so. HCA reserves the right to reject any or all proposals.

The Evaluation Committee shall be the sole judge of the successful offers hereunder. HCA reserves the right to award the contract to a bidder that might not have submitted the lowest total price and negotiate with any or all bidders. Bidders are advised that it is possible that an award may be made without discussion or any contact concerning the received proposals. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful bidder. A Notification of Intent to Award may be sent to any selected bidder, but does not obligate HCA to award the contracts until the completion of the entire RFP process. Award is contingent upon the successful negotiation of the final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, HCA may negotiate with the next highest scoring bidder or withdraw the RFP. County Board of Supervisor's approval is required for all contracts that exceed \$200,000.

The contractor shall not commence work until a meeting is held between representatives of the contractor and HCA. The meeting will be held at HCA, at a time and date to be established.

2.13 Presentations

Bidders may be invited to make presentations to HCA, if needed.

2.14 Additional Information

If during the evaluation process, HCA is unable to determine a bidder's ability to perform, HCA has the option of requesting any additional information that HCA deems necessary to determine the bidder's ability. The bidder will be notified and permitted five (5) business days to comply with any such request.

2.15 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, HCA may reject the proposal. However, HCA may at its sole option, correct any mathematical errors in price.

HCA may waive any immaterial deviation or defect in a proposal. HCA's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP requirements, if awarded a contract.

2.16 Rejection of Proposals

HCA reserves the right to reject the proposal of any bidder who:

- Previously failed to perform adequately for the County or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a proposal.
- Is in default on the payment of taxes, licenses, or other monies due to County.
- Submits a proposal that contains errors or discrepancies.

2.17 RFP Cancellation

HCA reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.18 Protest Procedures

For a protest to be considered, the protest must be made in writing, signed by the bidder's authorized representative, and emailed to Curtis.heath@ventura.org.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions, or any other aspects of the RFP solicitation must be made before

INSTRUCTIONS TO BIDDERS/RULES GOVERNING COMPETITION

- the proposal submittal deadline.
- b. After Proposal Submittal Deadline. Protests of award must be made, no later than five (5) calendar days after the aggrieved party knows or should have known of the facts giving rise to the protest.
 - c. Protest Content. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor.
 - 2) The signature of the protestor or protestor's authorized representative.
 - 3) The RFP solicitation or contract number.
 - 4) A detailed statement of the legal and/or factual grounds for the protest.
 - 5) The form of relief requested.
 - d. Protest Process
 - 1) If the Contracts Manager can resolve the issue, there is no further action required.
 - 2) If there is no resolution, the issue will be referred to the HCA Director who will make a determination on the issue and render a determination. This determination will be final.

3.1 Scope of Work

The Behavioral Health system of care spans across levels of care from health, adaptive coping, through mild and reversible or functional impairments, to more severe, persistent injury or impairments evidenced by major clinical diagnoses and concerns requiring more concentrated medical care.

A comprehensive continuum of care assessment of Ventura County's MH and SUD service systems of care is needed. The County's MH and SUD services continuum of care expands beyond the VCBH provided MH and SUD services and includes other Ventura County departments and agencies, collectively referred to as "stakeholders," and inclusive of such entities as the Ventura County Medical Center, Ventura County Health Care Agency (Public Health), Ventura County District Attorney, Ventura County Public Defender, Ventura County Public Guardian, Ventura County Sheriff's Office, Ventura County Probation Agency, Ventura County District Attorney's Office, The Superior Court of California - County of Ventura Court System, CIT, EMS, local partners such as NAMI Ventura County, and Community Hospitals Medical Emergency Departments, Client Network and Peer Support Specialists.. The comprehensive behavioral health continuum of care needs assessment shall include a review of the entire continuum of care, transitional planning programs, as well as housing needs, and number of facilities that should be required within Ventura County so no patients have to be placements outside of Ventura County and to focus on clients at the higher end of needs and services within the system of care, those with severe and persistent mental illnesses and their interactions with multiple systems and agencies. This needs assessment will need to focus on the following two phases of review:

Phase I. Assessment of all Ventura County departments and agencies stated within the Scope of Work on their current systems of care for MH and SUD services currently within Ventura County; and include recommendations to enhance a Comprehensive Continuum of Care for Mental Health and Substance Use Disorder Services for the Mild and Serious Mentally Ill that will avoid the current revolving door involving re-hospitalizations, incarcerations, and the need to send Ventura County residents out-of-county to receive care.

Phase II: Assessment of the County's MH and SUD treatment needs, capacity, and anticipated gaps across prioritized levels of care (highest in need); MH acute, subacute and residential, SUD residential and recovery-based housing.

Conclusions and recommendations may include number of beds, chairs, and step down services as well as other intervention resources.

Phase III: Assessment of the remaining levels of care, other services or programming available through the County system of care, such as board and

cares, permanent supported housing, interim housing, peer respite or intensive community-based services and supports (e.g., full-service partnerships (FSP), CalAIM Enhanced Case Management services, etc.).

The County would like the needs assessment to be completed within 12 to 18 months but will rely on the expertise of the respondents to propose an appropriate term based on their expertise in this area.

3.2 Key Components of the Assessment:

The needs assessment must include a review of the following key components:

1. Analysis of prevalence and utilization trends due to internal and external factors.
 - Legislative and policy changes within state and county;
 - Increased demand for MH and SUD services;
 - Increase in homelessness;
 - Lanterman-Petris Short (LPS) conservatorship placements;
 - Jail Mental Health population, mental health screening/evaluation processes and diversion initiatives;
 - Transitional recovery planning for patient, client, or inmate;
 - Existing and prospective state and county funding streams, including funding sources and allocation of such funds;
 - Implementation of the Drug Medi-Cal Organized Delivery System.

2. Identifying and outlining the existing treatment needs (prevalence), utilization, and capacity for eligible clients for County services with mental illnesses and/or SUD.
 - Historical utilization patterns and trends for MH and SUD;
 - Analysis of current service providers in County;
 - Barriers impacting access and care to MH and SUD services;
 - Opportunities to leverage with private entities to increase capacity.

3. Projecting utilization trends and projected growth by the level of care and population. Populations may be identified by cultural, ethnicity, age, gender identification, community identify and location, classification status (justice involved, homeless, etc.)
 - Analysis of current data of departments and agencies of the number of individuals who have received services over the past 5 years for the projections of needs and services needed in the future
 - Estimates of expected expansion of individuals who will potentially access MH and SUD services in future years;

- Impact of CalAIM, expanded Medi-Cal necessity, Contingency Management, Enhanced Care Management, etc. on utilization in the future;
 - Upcoming criminal justice policy changes.
4. Determine gaps in services according to network adequacy standards, geographic locations and sublocations, and other population-specific priorities.
- Generate an inventory of existing Behavioral Health and SUD treatment facilities with a focus on the number of inpatient, crisis and residential step-down beds;
 - Identify geographic locations and other population specific groups that should have priority in adding capacity.
5. Analyze the efficiencies in client flow across resources and access points including social services, criminal justice, and education for all services and levels of care.
- Average length of stay at different facility levels, acute, sub-acute, residential MH and SUD;
 - Trends of 7-day and 30-day readmission rates. For acute, subacute and SUD facilities, review of 3-month and 6-month readmission rates;
 - Aggregated authorization data for fee-for-service hospitals and County operated Inpatient Psychiatric Facility to differentiate proportion of acute, administrative and denied days (MH only);
 - Perform an analysis to determine what resources should be available in Ventura County (e.g. with the goal to minimize out of County placements).
6. Recommendations on how to better serve clientele including but not limited to:
- Evidence-based practices, including best practices utilized elsewhere;
 - Specific minority populations or functions;
 - Population age groups. ;
 - Accessibility of services in all geographic locations; and
 - Coordination between treatment systems.
7. Interviews of appropriate stakeholders of the mental health system including families and consumers of the system. This may include NAMI Ventura County and others.

3.3 Deliverables

The selected bidder will be required to provide the following deliverables to the County:

1. **Project work plan** that is negotiated with and approved by HCA that contains the specific needs assessment activities, milestones, and activity/project completion timeframes.
2. **Regular briefings and interim written and verbal reports** on the needs assessment activities conducted in the project work plan and the milestones achieved.
3. **Comprehensive written report** that responds to the phases of analysis specified in Section 3.1 Scope of Work and 3.2 Key Components of the Assessment. The final report shall include the methods of analysis, observations, recommendations, priorities/action steps, and a conclusion that is based on the findings from the analysis. The written report shall include an appendix that references the data and research methodologies used in conducting the needs assessment and in support of the identified findings.

3.4 RFP Proposal Questions and Cost Proposal

Bidders responding to this RFP shall demonstrate their understanding of the services specified in this RFP and their ability to evaluate these services. Proposals shall include a response to the following areas of interest/questions:

I. Organization Profile

Bidders must provide an organization profile. The profile must include the following information:

- a. Company name, address, and telephone number. Please ensure that you provide your company's legal entity name.
- b. Organization ownership. If incorporated, the state in which the organization is incorporated and date of incorporation.
- c. Proof of License and Certification. Provide a copy of your license and certification that shows you are in good standing in the State of California.
- d. Location of the organization's offices.
- e. Location of the office servicing any California contracts.
- f. Number of employees both locally and nationally.
- g. Location(s) from which employees will be assigned to the HCA contract.
- h. Name, address, and telephone number of the bidder's point of contact for the contract that results from this RFP.
- i. Organization background/history.
- j. The bidder must also include a complete disclosure of any alleged significant prior or ongoing contract failures. Disclosure of any alleged significant prior or ongoing plan of correction and contract failures, any past or pending civil or criminal litigation or investigations which involve the Bidder or which the Bidder has been found guilty or liable. HCA also requires that all potential contract entities self-disclose any pending charges or convictions against them or any individual with their organization for

violations of criminal law, any sanctions, and any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs). Failure to fully comply with this provision may disqualify a proposal.

VCBH reserves the right to reject any proposal based upon the bidder's prior history with the County or with any other party based on their prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

II. Organization Experience and Staff Qualifications

In this section, the bidder shall respond to the following questions:

- a. Describe your organization's experience, qualifications, and length of time providing the services described in this RFP (analyzing a large public or private behavioral health system and associated continuum of care). Please provide a description of the type of services that were provided, location of services, entity that the services were provided to, and dates the services were provided. Respondents must demonstrate experience conducting public or private sector comprehensive needs assessments and analyses of County/community mental health and SUD services systems of care, preferably in California
- b. Describe your experience and approach with working with a diverse group of behavioral health system/continuum of care stakeholders.
- a. Identify key staff and their position within the organization (use Attachment C). Specifically, identify those individuals that will be directly involved in completing the needs assessment activities, supervising and managing the needs assessment team staff, and managing/overseeing the contract. Describe your needs assessment team members experience related to conducting needs assessments and analyses related to the services outlined in this RFP. Provide resumes, staff credentials, job description, and salary/hourly rate information for these staff members, plus Attachment C.
- b. If your organization plans to sub-contract work, indicate the name and address of the organization, type of work, and tasks they will perform. Identify the staff to be assigned, their position, qualifications, and representative experience.

III. Program Approach and Work Plan

In this section, the bidder shall respond to the following items:

- a. Provide a project work plan that is inclusive of the activities that will be completed, milestones, deadlines for completing the proposed

- activities/milestones, and any other relevant information needed to complete the needs assessment within the desired County timeframe (12 to 18 months—see Scope of Work section above as HCA will entertain other timeframes based on bidder expertise with needs assessments of this kind).
- b. Please describe, in detail, the methodology, tools, and/or techniques that will be utilized to conduct the comprehensive needs assessment. This description should minimally include, but not be limited to the: (1) approach that you will use to accomplish the specific tasks outlined in the RFP, (2) relevant sampling techniques you would propose utilizing to complete this assessment, (3) types of techniques, target audiences/stakeholders, recruitment strategies to engage the target audiences/stakeholders, and staffing resources to accomplish the tasks, (4) proposed methodology for clarifying the research objectives, data collection requirements, sampling strategy, and timetables, (5) the level of granularity of the data, and (6) how the data will be compiled.
 - c. Identify and describe any anticipated or potential problems, the approach to resolving these problems, and any special assistance that will be requested from HCA.
 - d. Please describe how you will collaborate with HCA to provide routine briefings, updates, and written reports of the status of your needs assessment activities and milestone achievement.
 - e. Please describe how you will collaborate with the Ventura County Behavioral Health Advisory Board and NAMI Ventura County and keep them apprised of your progress.

IV. Cultural Competency

In this section, the bidder shall respond to the following items:

- a. Describe how your organization will work to conduct the needs assessment and all associated stakeholder related activities in a manner that is culturally and linguistically competent.
- b. Describe any potential challenges to conducting the needs assessment and all associated stakeholder related activities in a culturally and linguistically competent manner and how these challenges will be addressed.

V. Final Report and Sample Final Report for Needs Assessment Services

In this section, the bidder shall respond to the following items:

- a. Please provide a description of the contents of the final written report that your organization anticipates or envisions it will produce related to this needs assessment. Please include any information that HCA may not have listed above in its request.

- b. Please provide a sample report that your organization has produced for similar needs assessment projects as the one proposed in this RFP.

VI. Cost Proposal

In this section, the bidder shall complete and submit an all-inclusive Cost Proposal (using Attachment A). The cost proposal shall include all costs for providing services to the County as described in this RFP and shall be guaranteed for the life of this contract. At a minimum, the bidder shall clearly state in their cost proposal the following information:

- a. Hourly rate of each key personnel completing work under this contract
- b. The estimated hours for each key personnel
- c. The total cost of service for each key personnel
- d. The total cost per deliverable (phase/milestone)
- e. Estimated travel and expenses costs
- f. Total cost of the entire project

The bidder's cost proposal shall include any/all costs that will be incurred by the County during the term of the contract. The County will not contract or remit payment for any costs not included in the bidder's cost proposal. Travel reimbursement will be in accordance with the County's Travel Reimbursement Policy.

3.5 Required Proposal Information

Please ensure that your proposal has the following information and structure:

1. Cover Letter/Signature on Proposal

A cover letter, which shall be considered an integral part of the proposal, shall be signed by the individual(s) who is/are authorized to bind the bidder contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the bidder's organization.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with program/fiscal questions or contract issues. Include the contact name(s), type of questions/issues they can respond to, title, address, telephone number, fax number, and email address.

The cover letter shall be on the bidder's company letter head with the legal name of the company that HCA would be contracting with.

2. Executive Summary

Please provide an executive summary of your proposal that clearly shows that your organization is qualified to perform the services described in this RFP and that you fully understand the multiple components of the RFP.

3. Response to the RFP Proposal Questions and Budget Request

Please provide a response to the RFP proposal questions that are listed in Section 3.4 of this RFP. Bidder's responses shall address each item in the order given, identify each response by item letter, and include any attachments that are requested. Submit a full explanation of, and justification for, any exemptions or deviations.

4. Financial Statement

Bidders must provide a current and prior year financial statement or their latest annual report. Bidders shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

5. References (use Attachment D)

Bidders must provide a minimum of three (3) references from similar projects performed within the last three years. Information provided shall include:

1. Organization name
2. Project Manager name and telephone number
3. Project description
4. Project dates (starting and ending)
5. Staff assigned to the project and who will be assigned to the HCA contract per this RFP
6. Dollar value of contract

6. Business Continuity Plan

Please provide a short description of the plans and procedures your organization has in place to keep the project running smoothly in the event that: (1) one of your key staff members is on vacation or is temporarily or permanently incapacitated and/or (2) a natural or man-made disaster occurs that disrupts operations and/or (3) disruptions to operations due to COVID-19.

7. Bidder Understanding

Bidders may include an understanding of HCA's needs or any other information deemed necessary which may not be required in any other section of the RFP.

8. Requirements

Bidder shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3.3). A full explanation of and justification for any exemptions or deviations must be provided in this section.

9. Compliance with County Standard Contract Terms and Conditions

Bidders shall review the standard contract (see section 3.6 and Attachment B)

and state their acceptance of the contract terms as presented. Any comments, deviations, or exceptions to this contract must be provided in your proposal. Precise substitute wording must be offered in place of any section objected to. It is not sufficient to state merely that an exception is noted to a particular section. Deviations considered excessive by the County may reduce or eliminate a Bidder.

10. Payment Terms

Customary payment terms are Net 45 days for work performed. Bidders shall indicate their acceptance of these payment terms.

11. Non-Collusion Affidavit

Bidder proposals must include a signed Non-Collusion Affidavit that is provided in Attachment E (see section 4.6 for more information).

3.6 Compliance with HCA Contract Terms and Conditions

The successful bidder will be required to enter into a written contract with HCA for the services described in this RFP. The County's standard contract (see Attachment B) shall form the basis for any contract entered into hereunder. Please review the attached contract prior to submitting your proposal. Any comments or exceptions to this contract must be included in your proposal.

3.7 Insurance Requirements

The successful bidder shall acquire and maintain all insurances described in Section 9 of the standard contract (see Attachment B).

3.8 Contract Term

HCA will contract with the successful bidder in alignment with the County's fiscal year (October 1, 2022 through June 30, 2023). The County and Contractor may extend the term of the contract for any amount up to a 12-month increment, that is aligned to the fiscal year, in order to complete the needs assessment. Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds for such continued payment are not appropriated, HCA may terminate the contract and contractor will relieve HCA of any further obligation.

3.9 Payment Terms

Customary payment terms are Net 45 days for work performed.

3.10 Non-Collusion

If there is reason to believe that collusion exists among the bidders, HCA may refuse to consider proposals from participants in such collusion. No person, organization, or corporation under the same or different name, shall make, file,

or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, organization, or corporation that has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. Bidders shall submit with their proposal an executed Non-Collusion (see Attachment E).

VENTURA COUNTY HEALTH CARE AGENCY
COMPREHENSIVE CONTINUUM OF CARE
NEEDS ASSESSMENT RFP
ATTACHMENTS

RFP Attachment “A”

Cost Proposal

In Attachment “A,” include all budget information. Specify all personnel and other costs needed to conduct the comprehensive behavioral health continuum care needs assessment activities, all associated rates for services, and detail your calculations and any assumptions used to develop the proposed budget. Please note that travel reimbursement will be in accordance with the County’s Travel Reimbursement Policy (see Attachment “F”).

RFP Attachment "B"
Standard Provider Agreement

COUNTY OF VENTURA CONTRACT NUMBER # _____

C O N T R A C T

This contract entered into this **1st day of July, 2022**, by and between County of Ventura, acting through its Health Care Agency a primary service provider, hereinafter called "COUNTY" and (Insert **Provider** Name), hereinafter called "CONTRACTOR."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the COUNTY has the authority to engage independent contractors to perform services for the COUNTY, with or without the furnishing of material; and **will be removed if not processing through GSA**

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing **insert service description** services hereinafter described:

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. PAYMENTS

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

3. INDEPENDENT CONTRACTOR

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

It is further understood and agreed by the parties hereto that, except as

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

If, in the performance of this contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

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

4. **NON-ASSIGNABILITY**

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

5. **TERM**

This Contract will be in effect from October 1, 2022 through June 30, 2023 subject to all 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.

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

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

6. **TERMINATION**

The County Purchasing Agent and/or the Ventura County Health Care Agency Director or designee (if contract does not get processed through GSA, County Purchasing Agent will be removed), may terminate this contract at any time for any reason by providing 30 days written notice to CONTRACTOR. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, COUNTY will be entitled to immediate possession of and CONTRACTOR will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONTRACTOR for this particular Contract prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR'S files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

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

7. **DEFAULT**

If CONTRACTOR defaults in the performance of any term or condition of this contract, CONTRACTOR must cure that default by a satisfactory performance within 10 days after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this contract without further notice.

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

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

All activities and/or work covered by this contract will be at the 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.

9. **INSURANCE PROVISIONS**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this contract for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

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

10. **NON-DISCRIMINATION**

A) General

Pursuant to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment

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

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the CONTRACTOR will not assign others to work in their place without written permission from the County Purchasing Agent or Health Care Agency Director or his/her authorized representative (**County Purchasing Agent will be removed if this contract is not processed through GSA**). Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and

material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING AND REPORTING**

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

CONTRACTOR shall provide reports as required by the DIRECTOR, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

14. **AUDIT OF SERVICES AND SITE INSPECTION**

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

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

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action,

CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

15. **SINGLE AUDIT/AUDIT.**

If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." 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 the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. 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.

16. **ADDENDA**

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

17. **CONFLICT OF INTEREST**

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

18. **CONFIDENTIALITY AND OWNERSHIP OF DATA**

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

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

19. NOTICES (GSA will only be included below if this contract is subject to GSA approval)

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, L#1080
VENTURA, CALIFORNIA 93009
AND
VENTURA COUNTY BEHAVIORAL HEALTH
CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: PROVIDER
ADDRESS

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

22. MERGER CLAUSE

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

23. ORDER OF PRECEDENCE

This contract supersedes all previous agreements, understandings and

representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

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

24. **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.

25. **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.

26. **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.

27. **COMPLIANCE WITH LAWS**

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

28. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

29. **BUSINESS ASSOCIATE AGREEMENT**

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

30. **ACCESS TO AND USE OF COUNTY TECHNOLOGY (if applicable to proposed services)**

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.

31. **Publications and Presentations**

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

32. **ADDITIONAL CONTRACT RESTRICTIONS**

This Agreement is subject to and CONTRACTOR shall comply with any additional restrictions, limitations, conditions, laws, regulations, statute, reporting, or published guidelines enacted by the federal, state, or County governments that affect the provisions, terms, or funding of this Agreement in any manner.

33. **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.

34. **EXTENT OF CONTRACTUAL DOCUMENTS**

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

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

35. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

36. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

CONTRACTOR

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

CONTRACTOR

Authorized Signature

Printed Name

Title

Date

EXHIBIT "A"
SCOPE OF WORK

EXHIBIT "B"
PAYMENT PROVISIONS

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period October 1, 2022 through June 30, 2023 shall not exceed a budget of \$xx,xxx. See attached budget.

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

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

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

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

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

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

in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

BUDGET

Insert budget here

Budgetary Line Item Adjustments

Budgetary line item adjustments must be pre-approved by COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line item adjustment and submit all documentation and information needed to evaluate and support the budgetary line item adjustment. Upon approval from COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded.

Travel

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

EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT

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

I. Definitions

- a. Business Associate shall mean **(Insert Provider Name)**.
- 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 **insert service description** services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

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

violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

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

VI. Permissible Requests by Covered Entity

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

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **October 1, 2022**, 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 **insert service description** services by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on

behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

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

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

RFP ATTACHMENT “C”

**KEY STAFF LISTING
COMPREHENSIVE BEHAVIORAL HEALTH CONTINUUM OF CARE
Needs Assessment RFP**

Name	Position Title	Job Description	License/ Certification/Credentials/Degree	Hourly Rate

RFP ATTACHMENT "D"

REFERENCES
COMPREHENSIVE BEHAVIORAL HEALTH CONTINUUM OF CARE
Needs Assessment RFP

References #1	References #2	References #3
Organization Name		
Reference Contact information		
Project/Partnership Description		
Staff Assigned to Referenced Project		
Project Dates (Start & End)/Project Dollar Value		

RFP Attachment "E"

COMPREHENSIVE BEHAVIORAL HEALTH CONTINUUM OF CARE
Needs Assessment RFP
Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Proposal

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Date

Signed at (Place)

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Ventura County Behavioral Health
Board Letter Summary of Contracts for April 2022

Board Date	Contractor	Amount	Term	Description
4/26/2022	Advocates for Human Potential, Inc. (AHP)	\$633,390	September 1, 2021 through June 30, 2025	Subcontract Agreement with AHP for Crisis Care Mobile Unit (CCMU) Program Grant Funding. California Department of Health Care Services (DHCS) utilized \$150 million in funding received from the State's Behavioral Health Continuum Infrastructure Program (BHCIP) and \$55 million received from the federal Substance Abuse and Mental Health Services Administration through the Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications for funding to support and expand behavioral health mobile crisis and non-crisis services. On December 14, 2021, the Board approved Ventura County Behavioral Health's (VCBH) submission of a CCMU Grant Program application to the DHCS for funds to support and expand behavioral health mobile crisis and non-crisis services. VCBH originally requested and received authorization to accept the grant funding and execute an agreement with DHCS. DHCS has contracted with AHP to serve as the administrative entity that manages the grant funding and engages in subcontract agreements with the various grantees, including VCBH. Due to this arrangement, VCBH is now seeking approval to accept the grant funding from and sign an agreement with AHP instead of DHCS. This agreement is funded with Behavioral Health Continuum Infrastructure Program (BHCIP), Coronavirus Response and Relief Appropriations Act (CRRSAA), Short-Doyle Medi-Cal (SD/MC) Federal Financial Participation (FFP), and Proposition 63 Mental Health Services Act (MHSA) funds.
4/26/2022	Department of Health Care Services (DHCS)	\$129,586	July 1, 2022 through March 31, 2024	Pilot Program to Provide Contingency Management (CM) Services for Medi-Cal Beneficiaries with Stimulant Use Disorder (StimUD); Behavioral Health Quality Improvement Program (BH-QIP) Start-up Funding from DHCS. On January 3, 2022, DHCS released a Request for Applications for counties to participate, oversee, and manage the administration of a pilot program to provide CM services for Medi-Cal beneficiaries who reside in the county and who meet state and federal requirements. On February 10, 2022, VCBH submitted an application to participate in the pilot program. On March 1, 2022, VCBH received approval from DHCS to participate in Phase 1 of the CM services pilot program. DHCS is piloting Medi-Cal coverage of CM to expand access to individuals with StimUD. CM is an evidence-based practice that recognizes and reinforces individual positive behavior change by providing motivational incentives for non-use of stimulants, as evidenced by negative drug tests. CM repeatedly has demonstrated robust outcomes, including reduction or cessation of drug use for individuals with StimUD and longer retention in treatment. CM supports DHCS' goals by addressing the ongoing and shifting SUD crisis in California and improving the health and wellbeing of Medi-Cal beneficiaries diagnosed with StimUD. The VCBH CM pilot program application identified six certified DMC-ODS County clinics and one contracted provider, Dennis M. Giroux & Associates, Inc. (Alternative Action Program), to participate in the pilot program. The six County clinics include: (1) Fillmore, (2) Oxnard, (3) Simi Valley, (4) Thousand Oaks, (5) Ventura and (6) A New Start for Moms (ANSFM). DHCS has allotted \$5,638,000 in BH-QIP funding for CM pilot counties for start-up costs of which VCBH will receive \$129,586. Of the allotted funds, counties are to retain up to 15% for administrative costs and the remainder is to be used among County clinics and providers to cover start-up costs to: (1) orient and train a CM coordinator, (2) complete staff recruitment and hiring costs, (3) make changes to provider information and billing systems, (4) address technology costs such as hard-ware or software, and (5) purchase other supplies or equipment needed to carry out CM. The term of the CM pilot program is July 1, 2022 through March 31, 2024. Start-up funds are required as activities described above are to occur in advance of the term of the pilot program. VCBH is also adding the following six (6) new regular full time equivalent (FTE) position allocations: (1) five (5) Community Services Worker (CSW) III FTE positions and (2) one (1) Program Administrator III FTE position. New CSW III positions will be the main point of contact for all CM program participants at each site collecting samples, inputting test results into the secure CM database, and referring participants to treatment and recovery services. One CSW III is required at each of the larger treatment sites (Oxnard, Simi Valley, Ventura, ANSFM) and a CSW III position will be shared at the two smaller treatment sites (Fillmore/Thousand Oaks). The new Program Administrator III position will plan, organize and direct the activities of the team assigned to the contingency management pilot and the implementation of peer services. This includes providing clinical support and oversight to ensure the beneficiaries are accessing necessary services efficiently and within the parameters of the pilot and overall Substance Use Treatment Services system. These positions are regular positions that will be funded by Drug Medi-Cal and 2011 Realignment funds.
4/26/2022	Dennis M. Giroux & Associates, Inc. (DMG)	\$855,845	July 1, 2021 through June 30, 2022	Sixth Amendment to the Agreement for Drug Medi-Cal Organized Delivery System (DMC-ODS) Substance Use Disorder Services (SUD) with DMG. DMG provides outpatient DMC-ODS SUD treatment services to adults involved in the criminal justice system at various locations in Ventura County, including Oxnard, Ventura, and the Todd Road County Jail. The Sixth Amendment to the Agreement with DMG for the provision of DMC-ODS SUD services is being increased by \$15,735 for start-up costs to carry out CM services. This agreement is funded by State DHCS BH-QIP funds and Substance Abuse and Mental Health Services Administration (SAMHSA) Block Grant funds.
4/26/2022	Crestwood Behavioral Health, Inc.	\$300,000	July 1, 2021 through June 30, 2022	First Amendment to the Agreement for Mental Health Rehabilitation Center Services with Crestwood Behavioral Health, Inc. Crestwood Behavioral Health, Inc. (Bakersfield) provides mental health rehabilitation center services to seriously mentally ill clients who require a high level of care due to the severity of their illnesses. Clients placed at Bakersfield MHRC receive the following services: (1) medication management, (2) training and support with skills related to daily living activities, (3) daily rehabilitation groups, (4) individual psychotherapy, and (5) various other non-clinical services that are designed to support recovery. Throughout FY 2020-21 and FY 2021-22, Crestwood served two (2) unduplicated clients and maintained an average of two (2) clients per month. In January 2022, VCBH referred an additional client who requires a higher level of care and further necessitating an increased budget. The First Amendment to the Agreement with Crestwood Behavioral Health, Inc. increases the maximum amount of the agreement by \$73,824, from \$226,176 to \$300,000, due to an increase in the number of clients served and to ensure sufficient funding for clients placed through June 30, 2022. The increase funds an average of 3 clients, which represents an increase of one (1) client from the initial estimate of two (2) clients and an increased level of care. There are no rate changes. This agreement is funded with Tobacco Settlement and Realignment.
4/26/2022	ASC Treatment Group (ASC Bakersfield)	\$1,079,539	July 1, 2021 through June 30, 2022;	Fourth Amendment to the Agreement for Adult Residential Treatment Services with ASC Bakersfield. ASC Bakersfield provides adult residential treatment services. This facility offers 24-hour staffing and a full range of clinical and rehabilitation services that are designed to assist clients in their mental health recovery. Specifically, the following clinical and rehabilitation services are provided: psychiatry and medication support, individual and group therapy, therapeutic recreation/community activities, and case management. The goal of this program is to assist clients in being able to live in a less restrictive environment upon discharge. Throughout FY 2021-22, ASC Bakersfield served 11 unduplicated clients. The Fourth Amendment to the Agreement with ASC Bakersfield increases the maximum amount of the agreement with ASC Bakersfield by \$114,489, from \$965,050 to \$1,079,539, due to a 5% salary increase across ASC Bakersfield staff and an increase in ASC Bakersfield accounting expenses required for developing cost reports, budget analyses, and supporting mandatory audits throughout FY 2021-22. This agreement is funded with SD/MC FFP, County Funds, and Realignment.

Board Date	Contractor	Amount	Term	Description
4/26/2022	Aurora Vista Del Mar, LLC (Vista Del Mar)	\$2,000,000	July 1, 2021 through June 30, 2022	Eighth Amendment to the Agreement for Psychiatric Inpatient Hospital Services with Vista Del Mar. Vista Del Mar, located in Ventura, is an acute psychiatric inpatient hospital for adults and adolescents. VCBH has contracted with Vista Del Mar since 1997 to provide psychiatric inpatient hospital services to Medi-Cal eligible adults and uninsured adults and adolescents. To date, Vista Del Mar has provided a total of 2,350 bed days. Due to an increase in bed utilization from Ventura County patients, VCBH has projected that Vista Del Mar would exceed the maximum amount of their agreement. The Eighth Amendment to the Agreement with Vista Del Mar increases the maximum amount by \$360,000, from \$1,640,000 to \$2,000,000, to ensure funding is available to meet the increase in psychiatric inpatient hospital services through June 30, 2022. There are no rate changes. This agreement is funded with County Funds and Realignment.
4/26/2022	Evalcorp	\$164,031	July 1, 2021 through June 30, 2022	Third Amendment to the Agreement for Data Collection and Analysis Services with Evalcorp. Evalcorp provides MHPA data collection and analysis services for VCBH. During FY 2021-22, Evalcorp has worked in collaboration with VCBH to enhance evaluation infrastructure and evaluation capacity, refine data collection tools, create new evaluation tools, conduct required data entry for providers as needed in order to inform evaluation reports, create data analysis plans and conduct requisite univariate and multivariate statistical analysis, develop the FY 2020-21 Evaluation Summary Report, provide evaluation support, consultation, and analysis for Community Services Support Programs, provide data collection related to support and consultation for the Community Program Planning Process (CPPP), and provide data analysis, reports, and presentations for MHPA Innovation programs. The Third Amendment to the Agreement revises the: (1) scope of work for the Prevention & Early Intervention and Community Services and Support Assessment and Evaluation services, specified in Exhibit "A-1" of the Agreement, to add new VCBH MHPA Annual Update Report review and editing services and (2) Exhibit "B-1" budget to include \$24,541 in additional funding for the new services specified in Exhibit "A-1." The Exhibit "B-1" budget will increase from \$94,500 to \$119,041, effective July 1, 2021 through June 30, 2022. There is no change to the services and budget specified in Exhibits "A-2" and "B-2." This agreement is funded with MHPA funds.
4/26/2022	Ventura County Community College District (VCCCD)	\$0	May 1, 2022 through June 30, 2024	Memorandum of Understanding (MOU) with VCCCD to Establish a Cooperative Relationship in Support of the Psychological Health and Emotional Stability of VCCCD Students. Through this MOU, VCCCD and VCBH will be collaborating to offer efficient and effective transitional psychological and psychiatric services to VCCCD students beyond those that VCCCD can provide in the short-term model practiced at VCCCD's Student Health Centers. The MOU with VCCCD: (1) allows VCBH to serve as the point of contact for moderate to severe mental health and substance use services for VCCCD students, (2) establishes protocols to ensure that students have continuous access to psychological, mental health, and substance use services through streamlined referrals and special workshops provided by VCBH, and (3) facilitates training for VCBH staff on contemporary trends in college mental health and related topics. This MOU is a non-financial agreement that merely memorializes the way in which VCCCD and VCBH intend to collaborate. The term of this MOU is from May 1, 2022 through June 30, 2024.
4/26/2022	Guiding Our Youth	\$875,849	May 1, 2022 through June 30, 2023	Agreement for Short Term Residential Therapeutic Program Mental Health Services with Guiding Our Youth. The Continuum of Care Reform (CCR), signed into law in January 2017 as AB403, sought to transform foster care in California by strengthening and elevating family-based care. As part of CCR, group homes are replaced with Short Term Residential Therapeutic Programs (STRTP) intended to serve children and youth whose challenging behaviors and significant emotional and developmental needs created barriers to placement in family-based care. The STRTP license category requires providers to obtain national accreditation, meet DHCS mental health standards, procure a contract with a County Mental Health Plan (MHP), and implement trauma-informed care. Guiding Our Youth provides an integrated program of specialized, intensive care and supervision, transition support services, specialty mental health services, trauma informed care, culturally relevant mental health treatment, and short-term, 24-hour care and supervision to children in two 6-bed facilities for a total of twelve (12) beds. This agreement is for a 14-month term (May 1, 2022 through June 30, 2023) and covers the outpatient specialty mental health services. This agreement is funded with SD/MC FFP and 2011 Realignment funds.
4/26/2022	For the Future, Inc.	\$234,025	July 1, 2021 through June 30, 2022	Fourth Amendment to the Agreement for STRTP Mental Health Services with For the Future, Inc. For the Future, Inc. provides STRTP services for youth. Youth receive structured group activities focused on supporting and improving behavior management skills, impulse control, feelings identification and regulation, interpersonal and relationship skills, and help in developing an internal locus of control. The structured therapeutic program includes mental health services, case management, medication support, and crisis intervention services that will be offered to youth when they return from school each day through the early evening. The FY 2021-22 Fourth Amendment to the Agreement with For the Future, Inc. increases the maximum agreement amount by \$129,032 to a new not to exceed amount of \$486,929. The increase is due to: (1) increase in salaries and benefits in order to remain fully staffed and due to an increase in health benefits, (2) an increase in rental costs due to a new lease agreement, and (3) additional services/supports in order to accommodate day-to-day operations, including IT services, an increase in Quality Assurance hours, and an increase in hours to support billing and financial consulting. This agreement is funded with SD/MC FFP and 2011 Realignment funds.
4/26/2022	AHP	\$1,000,000	April 1, 2022 through September 29, 2023	Grant Agreement with AHP. Through its Behavioral Health Workforce Development effort, DHCS made grant funding available to nonprofit and county behavioral health service providers to develop and implement in-house Mentored Internship Programs to assist in the treatment and recovery of patients with substance use disorder, mental health, or co-occurring disorders. The goal of the program is to build the behavioral health workforce in nonprofit and county-operated behavioral health settings to ensure that services are competently delivered by providers who reflect the diversity of the communities served. On February 18, 2022, VCBH submitted two grant applications: (1) one application for \$500,000 for mentored internship integrated care and outreach program services and (2) a second application for \$500,000 for mentored internship mental health outpatient specialty care services. Both applications were submitted to AHP, a private corporation that DHCS selected and contracted with to administer the grant application, award, and program processes. On March 10, 2022, DHCS and AHP notified VCBH that our grant applications and projects had been selected and were funded in the combined amount of \$1,000,000 for the eighteen-month term of April 1, 2022 through September 29, 2023. On March 15, 2022, VCBH submitted its acceptance of the grant awards to AHP. VCBH will use this grant funding to implement within the existing VCBH Internship Program an in-house mentored internship program designed to improve the quality of training and number of persons joining the behavioral health workforce. Specifically, this program will include and/or involve: (1) training mentors in clinical supervision, (2) creating structured protocols to support future capacity, (3) introducing the Community Services Coordinator intern position, (4) launching a structured Competence-Based Supervision model, (5) teaching core competencies, and (6) establishing a standardized clinical experience and curriculum that will create structured supervision, training, and career preparation that is uniformly practiced for all students. Funding also supports strengthening collaborative relationships with colleges to facilitate intern recruitment, mentored internship program sustainability, and department recruitment efforts. VCBH is adding one (1) new fixed term full time equivalent Program Administrator III position allocation. This position completes the following mentored internship program grant funded duties: development of grant management protocols, including establishing grant data; performance measures; fiscal and reporting frameworks, systems and timelines; adapting existing memoranda of understanding with colleges and universities to update partnership activities and develop objectives and outcomes; monitor progress to objectives; and draft and prepare progress reports. This agreement and services are funded with MHPA and SAMHSA funds.