

DeLeon, Jakeline

From: bhabadmin
Sent: Thursday, April 13, 2023 3:28 PM
To: bhabadmin
Subject: RE: Sharing Forward: SAVE the DATE April 11th, 3 pm - 4:30 pm Public Forum & Listening Session

From: bhabadmin <bhabadmin@ventura.org>
Sent: Wednesday, March 22, 2023 10:43 AM
Subject: FW: Sharing Forward: SAVE the DATE April 11th, 3 pm - 4:30 pm Public Forum & Listening Session

Approved for distribution to all BHAB Members by Michael Rodriguez, Chair – Behavioral Health Advisory Board.

Good morning,

I hope you are well.

Please see the message below from the CA Association of Local Behavioral Health Boards/Commissions providing information for an upcoming public forum and listening session.

TRANSLATION:

Aprobado para su distribución a todos los miembros de BHAB por Michael Rodríguez, presidente de la Junta Asesora de Salud del Comportamiento.

Buenos dias,

Espero que este bien.

Consulte el siguiente mensaje de la Asociación de juntas/comisiones locales de salud conductual de CA que proporciona información para un próximo foro público y una sesión de escucha.

Gracias.

Thank you,

Jakeline (Jaky) De Leon

Management Assistant II

Ventura County Behavioral Health

Phone: (805) 981-6832 | (805) 981-1881

Email: jakeline.deleon@ventura.org

1911 Williams Dr., Suite #200

Oxnard, California 93036

Pronouns: She/Her/Ella <https://pronouns.org/>



From: CAL BHBC <cal@calbhbc.com>

Sent: Tuesday, March 21, 2023 3:55 PM

To: bhabadmin <bhabadmin@ventura.org>

Subject: Sharing Forward: SAVE the DATE April 11th, 3 pm - 4:30 pm Public Forum & Listening Session

WARNING: If you believe this message may be malicious use the Phish Alert Button to report it or forward the message to Email.Security@ventura.org.

Sharing forward from:

The CA Behavioral Health Planning Council's Housing & Homelessness Committee:
SAVE the DATE April 11th, 3 pm - 4:30 pm Public Forum & Listening Session



SAVE THE DATE
Public Forum &
Listening Session

California Behavioral Health Planning Council
Advocacy • Evaluation

An opportunity for consumers of the public behavioral health system to voice their housing needs and challenges.

Date: Tuesday, April 11, 2023
Time: 3:00pm to 4:30pm
Location: Zoom (details to follow)

Presentations will include a brief overview of housing models from a housing expert and stories from persons with lived experience of being unhoused followed by a community listening session.

This is an opportunity for consumers of the public behavioral health system to voice their housing needs and challenges. Presentations will include a brief overview of housing models from a housing expert and stories from persons with lived experience of being unhoused followed by a community listening session.

Event hosted by the Housing & Homelessness Committee of the
CA Behavioral Health Planning Council (916) 701-8211 (main line) [Webpage](#)

The **CA Association of Local Behavioral Health Boards/Commissions (CALBHB/C)** supports the work of CA's 59 local Mental/Behavioral Health Boards and Commissions www.calbhbc.org

TRANSLATION:

Compartir hacia adelante desde:

El Comité de Vivienda y Personas sin Hogar del Consejo de Planificación de Salud Conductual de California:
GURDE LA FECHA 11 de abril, 3 pm - 4:30 pm Foro público y sesión de escucha

GUARDE LA FECHA
Foro Publico Y
Sesión de Escucha

Salud de Comportamiento
de California
Consejo de Planificación

Una oportunidad para que los consumidores del sistema público de salud conductual expresen sus necesidades y desafíos de vivienda.

Fecha: martes, 11 de abril, 2023

Tiempo: 3:00PM a 4:30PM

Locación: Zoom (más detalles adelante)

Las presentaciones incluirán una breve descripción de los modelos de vivienda por parte de un experto en vivienda e historias de personas con experiencias vividas de quedarse sin vivienda seguidas de una sesión de escucha comunitaria.

Evento Organizado por el Comité de Vivienda y Personas sin Hogar

Esta es una oportunidad para que los consumidores del sistema público de salud conductual expresen sus necesidades y desafíos de vivienda. Las presentaciones incluirán una breve descripción de los modelos de vivienda de un experto en vivienda e historias de personas con experiencia vivida de no tener vivienda, seguida de una sesión de escucha comunitaria.

Evento organizado por el Comité de Vivienda y Personas sin Hogar de la
CA Behavioral Health Planning Council (916) 701-8211 (línea principal) [Página web](#)

La Asociación de Juntas/Comisiones Locales de Salud Conductual de CA (CALBHB/C) apoya el trabajo de las 59 Juntas y Comisiones locales de Salud Mental/Conductual de CA www.calbhbc.org

DeLeon, Jakeline

From: bhabadmin
Sent: Thursday, March 30, 2023 9:40 AM
Subject: Fact Sheet-Modernizing Our Behavioral Health System
Attachments: FACT-SHEET_-Modernizing-Our-Behavioral-Health-System-1.pdf; SPANISH-FACT-SHEET_-Modernizing-Our-Behavioral-Health-System-1.pdf

Approved for distribution to all BHAB Members by Michael Rodriguez, Chair at the request of Elizabeth Stone & Janis Gardner – Behavioral Health Advisory Board.

Good morning,

I hope all is well.

Please see the attached document above, it is a fact sheet regarding the Governor's proposal on Modernizing our Behavioral Health System.

TRANSLATION:

Aprobado para su distribución a todos los miembros de BHAB por Michael Rodríguez, Presidente de la Junta Asesora de Salud del Comportamiento solicitado por Elizabeth Stone y Janis Gardner.

Buenos dias,

Espero que todo este bien.

Consulte el documento adjunto anterior, es una hoja informativa sobre la propuesta del gobernador sobre la modernización de nuestro sistema de salud conductual.

Gracias.

Thank you,

Jakeline(Jaky)De Leon

Management Assistant II

Ventura County Behavioral Health

Phone: (805) 981-6832 | (805) 981-1881

Email: jakeline.deleon@ventura.org

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Modernizing Our Behavioral Health System & Building More Mental Health Housing

Gov. Newsom is proposing a 2024 ballot initiative to improve how California treats mental illness, substance abuse, and homelessness: **a bond to build state of the art mental health treatment campuses to house Californians with mental illness and substance use disorders and to create housing for homeless veterans, and modernize the Mental Health Services Act to require at least \$1 billion every year for behavioral health housing and care**

MORE HOUSING AND TREATMENT FOR THOUSANDS: The shortage of 6,000 behavioral health beds contributes to the crisis of homelessness. A general obligation bond would provide billions of dollars for thousands of new beds to treat mental illness and substance abuse, serving over **10,000 more people every year** – not in institutions of the past, but locations where people can really heal:

1. **Multi-Property Settings:** Residential campus-style settings where multiple individuals can live, attend groups, recover, and further stabilize with a number of onsite supportive services.
2. **Cottage Settings:** Smaller residential settings, where many services will be available but will also allow individuals to access existing services in the community.
3. **Home Settings:** Permanent Supportive Housing and Scattered Site Housing offer even smaller settings to integrate individuals into the community and provide long-term housing stability.

ADDITIONAL FUNDS TO PROVIDE HOUSING FOR HOMELESS VETERANS: California has 10,395 homeless veterans – the bond would provide **funding to build new housing for those who need it**.

MODERNIZING THE MENTAL HEALTH SERVICES ACT: The MHSA funds 30% of the mental health system, but it's never undergone reform in the 20 years since voters passed it. Current MHSA rules don't allow funds to be used to meet the housing needs for people with serious behavioral issues. Modernizing it will lead to \$1 billion every year for housing, treating substance abuse disorders, and more:

1. **\$1 billion annually required for behavioral health housing** and other community-based residential solutions to provide an ongoing source of funding for new settings.
2. **Include those with substance use disorders**, broadening the target population of MHSA funding to include more people who need support.
3. **Focus funding on Full-Service Partnerships and services for the most seriously ill**, prioritizing community services and supports, prevention, early intervention, and infrastructure.
4. **Require counties to bill Medi-Cal for all reimbursable services** in accordance with Medicaid State Plan and applicable waivers, to further stretch scarce dollars and leverage MHSA to maximize federal funding for services.
5. **Improve local accountability and increase transparency** by updating counties' behavioral health plans and moving the MHSA Commission under CalHHS to increase coordination.

DeLeon, Jakeline

From: bhabadmin
Sent: Tuesday, April 11, 2023 2:26 PM
Subject: Statement of Work: EvalCorp Contract
Attachments: FY22-23 EVALCORP NEEDS ASSESSMENT AGR F.E.pdf; SPAN - FY22-23 EVALCORP NEEDS ASSESSMENT AGR F.E.pdf

Good afternoon,

I hope all is well.

Please see the attached Statement of Work EvalCorp Contract for your review.

TRANSLATION:

Buenas tardes,

Espero que todo este bien.

Consulte la Declaración de Trabajo del Contrato de EvalCorp adjunta para su revisión.

Gracias.

Thank you,

Jakeline(Jaky)De Leon

Management Assistant II

Ventura County Behavioral Health

Phone: (805) 981-6832 | (805) 981-1881

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COUNTY OF VENTURA CONTRACT NUMBER # 8940

CONTRACT

This contract entered into this 1st day of November, 2022, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and Evalcorp, hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, County issued the Comprehensive Behavioral Health Continuum of Care Needs Assessment Request for Proposal ("RFP") to determine the most qualified contractor for such services for County;

WHEREAS, Contractor submitted a proposal dated June 1, 2022, in response to the RFP ("Contractor's Proposal") to provide services to County;

WHEREAS, County determined, through competitive solicitation and careful review of the submitted proposals, that Contractor's Proposal, best meets the needs of County for an RFP for a comprehensive continuum of care assessment of Ventura County's Mental Health and Substance Use Disorder services delivery systems of care ("Needs Assessment") services and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing such services hereinafter described;

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

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing Comprehensive Behavioral Health Continuum of Care Needs Assessment 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 November 1, 2022 through June 30, 2024 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 or County Health Care Agency ("HCA") Director 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 County HCA Director or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING 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 HCA 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 HCA 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 HCA 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

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

COUNTY OF VENTURA
HEALTH CARE AGENCY

ADMINISTRATION
5851 THILLE ST. 1ST. FLOOR
VENTURA CA 93003

TO CONTRACTOR: EVALCORP
15615 ALTON PARKWAY, SUITE 450
IRVINE, CA 92618

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

20. **MERGER CLAUSE**

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

21. **ORDER OF PRECEDENCE**

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

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

22. **GOVERNING LAW**

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

23. **SEVERABILITY OF CONTRACT**

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

24. **CUMULATIVE REMEDIES**

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

25. **COMPLIANCE WITH LAWS**

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

26. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

27. **BUSINESS ASSOCIATE AGREEMENT**

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

28. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE**

CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers.

29. **PUBLICATIONS AND PRESENTATIONS**

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

30. **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.

31. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, County Executive Officer, HCA Director implement reductions to the current fiscal year-budget or in the event any of the funding sources for this contract implement reductions, the HCA

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 HCA Director or designee.

32. **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

33. 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.
34. 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.

EVALCORP


Authorized Signature

Kristen Donovan
Printed Name

President/Principal Consultant
Title

10/24/2022
Date

COUNTY OF VENTURA


Authorized Signature

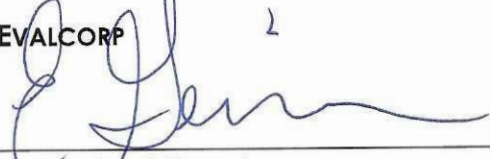
Digitally signed by
Ryan Stover
Date: 2022.10.25
10:33:50 -07'00'

Ryan Stover
Printed Name

Buyer
Title

10/24/2022
Date

EVALCORP


Authorized Signature

EJA Geisrose
Printed Name

Asst. Secretary
Title

October 24 2022
Date

* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A" SCOPE OF WORK

Evalcorp

November 1, 2022 through June 30, 2024

UNDERSTANDING

EVALCORP recognizes that the Ventura County Health Care Agency (HCA) is looking to conduct a comprehensive continuum of care assessment of Ventura County's Mental Health and Substance Use Disorder services delivery systems of care for the mild to seriously mentally ill receiving services within the county departments, agencies, and The Superior Court of California – County of Ventura. Moreover, we understand that the assessment should also address the homeless population who are not currently receiving services but who should be reached out to register and receive continuum of care services.

EVALCORP EXPERIENCE AND PROPOSED SERVICES

As documented through our organization's experience, EVALCORP maintains over two decades of experience conducting needs assessments for behavioral health systems. Without exception, our work involves working collaboratively to plan, design, and implement needs assessments aligned with our clients' and their partners' needs for information.

PROCESS AND TASKS

Our signature ***Community Engagement, Planning, and Needs Assessment Process***, which is outlined in the following paragraphs, is highly collaborative – relying on our clients' experience and expertise to help shape the initiative/project and make sense of findings. Our team utilizes a participatory process when developing data collection tools and methodologies to ensure our methods address the diversity within and across the communities in which data collection will take place. Specifically, our team works collaboratively with the stakeholder groups participating in data collection early in the development process to ensure data collection tools are designed to reflect the community context where data collection will occur. With stakeholder input early on, data collection instruments are linguistically and culturally responsive, and designed to be inclusive of the community context and needs of residents. Our team has collected community-level data as part of MHSAs and other mental/behavioral health needs assessments in Spanish, American Sign Language, Arabic, Armenian, Chinese (Mandarin, Cantonese), Korean, Russian, Vietnamese, Farsi, and other California County Threshold Languages. We believe in regular communication with the agencies we work for to ensure (1) expectations are met, (2) work occurs continuously and is delivered according to schedule, and (3) stakeholders are kept apprised of and informed about any issues with respect to work plan implementation.

Our proposed work plan is divided into five Primary Tasks, each of which has one or more planned Activities. The five Primary Tasks are as follows:

- (1) Initial Information Gathering and On-Going Communication Strategies

- (2) Project Planning
- (3) Data Collection and Analysis
- (4) Reporting
- (5) Learning Summit

Each of the five Primary Tasks are further divided into specific activities. NOTE: Please refer **to Task 3. Data Collection and Analysis** for an overview of the key components of the assessment as outlined in the RFP.

TASK AND ACTIVITIES

Task 1. Initial Information Gathering and On-Going Communication Strategies

EVALCORP proposes a series of meetings to establish a productive and collaborative relationship with HCA staff and other key stakeholders. Details about the frequency and purpose of each meeting type are provided below.

- **Launch (i.e. Kick-off) Meeting** – The goal of the launch meeting is to enhance EVALCORP's understanding of the HCA's goals/desired outcomes for the project; gather feedback from HCA staff about the proposed work plan; and glean additional information about the HCA's current data collection efforts.
- **Monthly Meetings** – The purpose of the monthly meetings are to keep HCA staff informed of EVALCORP progress, receive feedback from HCA staff, assess progress toward project goals and outcomes, and provide an opportunity for HCA staff to share information about HCA activities or emerging needs with EVALCORP staff. If new needs arise, EVALCORP staff can then respond quickly to support HCA staff. Meetings will be conducted via phone or teleconference, depending on HCA preference, and will be conducted monthly (at minimum).

Additionally, EVALCORP staff will plan on meeting with the Ventura County Behavioral Health Advisory Board and National Alliance on Mental Illness Ventura County quarterly (at minimum) to keep them apprised of our progress. These meetings will also be used to assess progress toward project goals and outcomes.

EVALCORP values and prioritizes frequent, early, and strong communication with all of our clients. Formal communication between our teams will occur through a planned monthly check-in meeting designed to update the county about progress on contract tasks/activities. The frequency of the check-in meetings can be adjusted to meet the needs of the county, its staff, and other key stakeholders. Our team is also available to the county via email and phone, and our policy is to respond within 24 hours, but it is often much sooner.

Task 2. Project Planning

EVALCORP will work in collaboration with the HCA and other key stakeholders to finalize the Project Work Plan that contains the specific needs assessment activities, milestones, and activity/project completion timeframes. The Project Work Plan will also contain goals and outcomes in relation to this project; these goals and outcomes will be identified in conjunction with key stakeholders during the launch or initial monthly

meeting. EVALCORP expects to work closely with HCA staff on the Project Work Plan to ensure that it meets the HCA's needs.

Task 3. Data Collection and Analysis

This task focuses on tool development, data collection, and analysis. Both primary and secondary data will be utilized to inform the needs assessment process. EVALCORP will employ a mixed-methods approach to gather primary data. EVALCORP expects to work closely with HCA staff on the development of all data collection tools to ensure that it meets the HCA's needs. In addition, EVALCORP will share draft version(s) of all revised/developed tools to enable HCA staff to provide feedback on the document. All data collection tools (e.g., focus group and interview protocols, surveys) will be available in Spanish and other languages as needed. Our bilingual and bicultural staff will facilitate primary data collection.

Our proposed data collection and analysis activities will provide the following key components of the comprehensive continuum of care assessment:

- Analysis of prevalence and utilization trends due to internal and external factors
- Identifying and outlining the existing treatment needs (prevalence), utilization, and capacity for eligible clients for County services with mental illnesses and/or SUD
- Projecting utilization trends and projected growth by the level of care and population
- Determining gaps in services according to network adequacy standards, geographic locations and sublocations, and other population-specific priorities
- Analyzing the efficiencies in client flow across resources and access points including social services, criminal justice, and education for all services and levels of care
- Recommendations on how to better service 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
- Interviews of appropriate stakeholders of the mental health system including families and consumers of the system

Secondary data will include existing, publicly available data, and involve collecting and inventorying data that was generated outside of the comprehensive continuum of care assessment process (e.g., census data, county agency reports, local surveys). Data will be collected from agreed upon secondary data sources that focus on the county's demographics, mental health indicators, and external influences. External influences will include information such as policies, funding streams, and delivery systems. The review of these data and other information, with input from HCA staff, will provide a high-level view of:

- Historical and current prevalence and utilization trends

- Current service capacity
- Impact of internal and external factors on prevalence and utilization trends including homelessness, local and state policy changes, conservatorship placements, jail mental health population, and implementation of Medi-Cal Organized Delivery System among other factors.
- Utilization and growth projections by level of care and population
- Gaps in services according to network adequacy standards, geographic locations and sublocations, and other population-specific priorities
- Efficiencies in client flow across the continuum of care including average length of stay, readmission rates, etc.
- Recommendations on how to better serve clientele such as evidence-based practices, service accessibility, and coordination of various treatment systems.

Qualitative data collection will fill in gaps in the above items not addressed through secondary data indicators. EVALCORP proposes including the following data collection activities:

- **Community Interviews** - At least 15-20 interviews with people with lived experience and/or community members will complement survey, focus group, and secondary data, allowing for a deeper understanding of existing needs, gaps, and recommendations from the perspective of those that are or should be served by the behavioral health continuum of care in the county. We anticipate a majority of these interviews will be conducted with Latinx community members, particularly those that are monolingual Spanish speaking.
- **Community Survey** - A survey for current and potential patients and their family members across the continuum of care should be developed and administered using both online and paper surveys. A purposive sampling method will be employed to ensure a representative sample of current and potential patients and their family members across the different program components, particularly of identified priority populations, across age, race/ethnicity, health status, gender, and other key variables. To ensure a sufficient sample size for analysis across all data collection initiatives, we work with project staff to ensure surveys have sufficient reach, we send reminders, and have the survey in the field for a sufficient period of time (typically two to four weeks). We provide incentives for all data collection initiatives that require data from program participants (e.g., patients, family members of patients, etc.).
- **Key Stakeholder Interviews** - At least 15-20 interviews with executives of providers/agencies across the behavioral health continuum of care. Qualitative data from interviews will complement survey and secondary data, allowing for a deeper understanding of existing resources, gaps, and recommendations.
- **Provider Survey** - A survey for providers across the behavioral health continuum care should be developed and administered online to individuals who provide direct services to community members with their mental and

behavioral health needs, including providers from a wide range of county, private, and non-profit agencies who serve residents of Ventura County. A purposive sampling method will be employed to ensure a representative sample of providers across the care continuum. To ensure a sufficient sample size for analysis across all data collection initiatives, we work with project staff to ensure surveys have sufficient reach, we send reminders, and have the survey in the field for a sufficient period of time (typically two to four weeks).

- **Focus Groups** - At least six to eight focus groups, which will be publicly referred to as community listening sessions, will be conducted with special populations that are, or should be, served by the behavioral health continuum of care in the county. Attributes of the special populations that may be considered are age, geographic region, race and ethnicity, the underserved (e.g., LGBTQ+, the unhoused, undocumented, disabled, homebound, and non-English speakers). We will provide incentives for all data collection initiatives that require data from program participants (e.g., patients, family members of patients, etc.). **At least half of all focus groups will be facilitated in Spanish.**

Our team will collaborate with HCA Staff to leverage their expertise and determine the best strategies for obtaining participation in data collection. We are adept at conducting surveys, interviews, and focus groups in multiple languages and formats including online, in-person, phone, and mail. Furthermore, EVALCORP has extensive experience in reaching target populations by promoting surveys, focus groups, and interviews on multiple platforms including social media, partner websites, emails, advertisements, and survey software.

Upon approval, EVALCORP will begin collecting and compiling data needed per the Project Work Plan. This could include, but is not limited to, surveys, and interviews and/or focus groups. We will monitor, inventory, and analyze all data as specified in the Project Work Plan.

EVALCORP will conduct analyses of primary qualitative data collected (i.e., focus groups, interviews, open-ended survey items) to identify key themes regarding available services, gaps in service provision, and recommendations. To analyze quantitative data (i.e., surveys), EVALCORP will first clean survey data files, probing for potential outliers and inconsistencies. Our team will run descriptive statistics and frequencies to determine the number and percent of respondents selecting each response option. Crosstabs and other analyses will be conducted to inform findings.

The data will be analyzed to address the three phrases outlined in the RFP (assessment of all Ventura County departments and agencies, assessment of the County's MH and SUD treatment needs, capacity, and anticipated gaps across prioritized levels of care, assessment of the remaining levels of care, other services or programming available through the County system of care).

Tasks 4. Reporting

EVALCORP will develop a summary of findings for each data collection initiative as they are completed in addition to a comprehensive final report. EVALCORP will draft the following reports in concert with HCA staff:

- **Interim written reports will include:**
 - Secondary Data Summary of Findings
 - Key Stakeholder Interview Summary of Findings
 - Provider Survey Summary of Findings
 - Community Survey Summary of Findings
 - Focus Group Summary of Findings
 - Community Interview Summary of Findings
- **Comprehensive Final Report** - The final report shall include results of all data collection (both primary and secondary data), the methods of analysis, observations, recommendations, priorities/action steps, and a conclusion that is based on the findings from the analysis. An appendix that references the data, research methodologies, and all data collection tools will be included.

In addition, information derived from the needs assessment data collection processes will be shared in a variety of formats deemed useful by project staff for communicating with key stakeholder groups throughout the needs assessment process (e.g., regional/city maps, data visualization “briefs”, web updates, executive summaries, and/or other community friendly presentations).

Tasks 5. Learning Summit

At the end of the project, EVALCORP plans to facilitate a Learning Summit—via Zoom video conferencing, in person, or a combination—to share findings, introduce recommendations, and discuss next steps with the HCA and other systems-level partners. Interpretation will be provided in Spanish and other languages as needed. The Learning Summit provides an opportunity for key stakeholders to consider recommendations provided and determine next steps for addressing the behavioral health needs of county residents.

POTENTIAL OR ANTICIPATED PROBLEMS

Potential problems include low engagement and response rates. We mitigate low engagement by establishing relationships with community liaisons to build trust with community groups. To mitigate low/incomplete response rates we send reminders and ensure surveys are in the field for a sufficient period of time (typically 2-4 weeks). We also provide incentives for all data collection initiatives that require data from program participants (e.g., patients, family members of patients, etc.). Finally, we design our data collection tools to minimize fatigue for surveys this can look like rotating questions and multiple choice questions rather than open-ended/essay responses.

Key tasks and activities, deliverables, and milestones related to each of the proposed services are outlined in **Table 1** on the following pages. The proposed timeline is consistent with the anticipated duration of each activity based on our experiences working on similar projects. The activities outlined are not mutually exclusive or linear;

thus, work across the various tasks will occur simultaneously. We are accustomed to working within dynamic environments and anticipate that milestone dates/timeline may be adjusted after the launch meeting with HCA.

A start date of November 1, 2022 was utilized for the planned tasks and activities outlined for the project.

Milestones are delineated in the third column of the table. Milestones will be primarily reported through the monthly meetings with HCA staff as well as through quarterly meetings with external stakeholders as detailed under **Task 1-Activity 3, in Table 1 on the following page**. EVALCORP anticipates that key milestone dates for these tasks/activities will be finalized in conjunction with HCA staff as our team learns more about the current and particular needs of the agency.

TABLE 1: KEY TASKS & ACTIVITIES, DELIVERABLES AND MILESTONES

| Key Tasks | Deliverables | Milestones |
|---|--|---|
| Tasks 1. Initial Information Gathering and On-Going Communication Strategies | | |
| Activity 1: Project Launch | | |
| <p>Prepare meeting agenda</p> <p>Facilitate project launch and initial meeting with HCA staff. Following the meeting, EVALCORP will provide a meeting summary that includes key decisions made and next steps.</p> | <p>Meeting agenda</p> <p>Meeting summaries/ Action Items</p> | <p>To be conducted within the first two weeks of project start.</p> |
| Activity 2: Monthly Meetings | | |
| <p>Facilitate monthly meetings (via phone, videoconference, or in person if desired) with HCA staff.</p> <p>Prepare meeting agendas – content will include EVALCORP's progress on Work Plan tasks and deliverables.</p> <p>Develop meeting summaries/action items including key decisions and next steps.</p> | <p>Meeting agenda</p> <p>Meeting summaries/ Action Items</p> | <p>Monthly meetings will occur on a monthly basis.</p> |
| Activity 3: Meetings with External Stakeholders | | |
| <p>Facilitate quarterly meetings (via phone, videoconference, or in person if desired) with Ventura County Behavioral Health Advisory Board and NAMI Ventura County.</p> <p>Prepare meeting agendas – content will include EVALCORP's progress on Work Plan tasks and deliverables.</p> <p>Develop meeting summaries/action items including key decisions and next steps.</p> | <p>Meeting agenda</p> <p>Meeting summaries/ Action Items</p> | <p>Meetings will occur on a quarterly basis (at minimum)</p> |
| Task 2. Project Planning | | |
| Activity 4: Project Work Plan | | |
| <p>Design a comprehensive Project Work Plan in collaboration with HCA staff and other key stakeholders including project goals/outcomes, methods (i.e., tools, data collection approach, sampling plan), proposed data analyses, and schedule.</p> | <ul style="list-style-type: none"> ● Draft Project Work Plan ● Final Project Work Plan | <p>Timeframe: First month of the project (November 2022)</p> <p>Draft Project Work Plan: November</p> |

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| <p>Share Project Work Plan with HCA staff (and other stakeholders, as appropriate).</p> <p>Incorporate suggestions and feedback to finalize the Project Work Plan.</p> | | <p>20, 2022</p> <p>Final Project Work Plan: November 30, 2022</p> |
| Task 3. Data Collection and Analysis | | |
| Activity 5: Tool Development | | |
| <p>Key Stakeholder Interview protocol for executives of providers/agencies across the behavioral health continuum of care will be developed.</p> <p>Develop a survey for use with direct services providers across the behavioral health continuum of care.</p> <p>Develop a survey for use with current and potential behavioral health patients and their family members.</p> <p>Focus Group protocol for current and potential behavioral health patients will be developed.</p> <p>Community Interview protocol for community members and those with lived experience will be developed.</p> <p>Develop protocols, procedures, and engagement plans for conducting data collection.</p> <p>Share draft data collection tools, protocols, procedures, and engagement plans with HCA staff (and other stakeholders, as appropriate).</p> <p>Incorporate suggestions and feedback to data collection tools, protocols, procedures, and engagement plans.</p> <p>Translate data collection tools into other languages, as needed.</p> | <ul style="list-style-type: none"> ● Draft Key Stakeholder Interview Protocol ● Final Key Stakeholder Interview Protocol. ● Draft Provider Survey ● Final Provider Survey ● Draft Community Survey ● Final Community Survey ● Draft Focus Group Protocol ● Final Focus Group Protocol ● Draft Community Interview Protocol ● Final Community Interview Protocol | <p>Timeframe: November-December 2022</p> <p>Draft data collection tools: December 15, 2022</p> <p>Final data collection tools: December 31, 2022</p> |
| Activity 6: Data Collection & Analysis | | |

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| <p>Secondary Data - Identify and secure available data documentation and secondary data from the HCA and other secondary data sources including, but not limited to, data dictionaries and/or code books and data from existing databases.</p> <p>15-20 Community Interviews will be conducted over the phone with community members and/or people with lived experience. We anticipate a majority of these interviews will be conducted with Latinx community members, particularly those that are monolingual Spanish speaking.</p> <p>A Community Survey will be administered both online and in-person to current and potential patients and their family members. An ideal sample size will be determined in consultation with HCA staff.</p> <p>15-20 Key Stakeholder Interviews will be conducted over the phone or in-person with program executives of providers/agencies across the behavioral health continuum of care.</p> <p>A Provider Survey will be administered online to behavioral health continuum of care providers. An ideal sample size will be determined in consultation with HCA staff.</p> <p>5-8 Focus Groups will be conducted with special populations that are, or should be, served by the behavioral health continuum of care in the county, including those experiencing homelessness. Groups will be conducted either in-person or virtually. Half of all focus groups will be conducted in Spanish</p> <p>Quantitative data cleaning, validation, and analysis:</p> <ul style="list-style-type: none"> Export data from the HCA, provider databases/data entry systems, or | <ul style="list-style-type: none"> List of Community Member Interviewees Copy of Community Survey List of Provider/Agency Interviewees | <p>Timeframe: January - November 2023</p> <p>Secondary Data Collection: Ongoing</p> <p>Data Analysis: Ongoing</p> <p>Key Stakeholder Interviews: January - February 2023</p> <p>Provider Survey: April - May 2023</p> <p>Community Survey: June - August 2023</p> <p>Focus Groups: May - August 2023</p> <p>Community Interviews August – September 2023</p> |
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| <p>other secondary data sources and transfer data to EVALCORP computers, ensuring that all data is protected and kept secure.</p> <ul style="list-style-type: none"> ● Perform review to ensure data quality, clean data. ● Analyze quantitative data as specified in Project Work Plan. <p>Qualitative data cleaning, validation, and analysis:</p> <ul style="list-style-type: none"> ● Transcribe, translate, and clean any key stakeholder interview, community interview, and focus group notes ● Develop coding systems for qualitative data. <p>Theme, code, and analyze qualitative data collected through open-ended survey questions</p> | | <p>Data Cleaning and Analysis: by December 2023</p> |
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Task 4. Reporting

Activity 7: Report Development

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| <p>Develop the following reports in concert with HCA staff, when appropriate.</p> <ul style="list-style-type: none"> ● Key Stakeholder Interview Summary of Findings ● Provider Survey Summary of Findings ● Community Survey Summary of Findings ● Focus Group Summary of Findings ● Community Interview Summary of Findings ● Secondary Data Summary of Findings ● Comprehensive Final Report <p>Finalize reports based on feedback from HCA staff and other stakeholders as appropriate</p> | <ul style="list-style-type: none"> ● Draft & Final Key Stakeholder Interview Summary of Findings ● Draft & Final Community Survey Summary of Findings ● Draft & Final Provider Survey Summary of Findings ● Draft & Final Focus Group Summary of Findings ● Draft & Final Community Interview Summary of Findings ● Draft Comprehensive Final Report | <p>Timeframe: February 2023 – February 2024</p> <p>Key Stakeholder Interview Summary of Findings due by April 28, 2023</p> <p>Provider Survey Summary of Findings due by July 28, 2023</p> <p>Community Survey Summary of Findings due by September 29, 2023</p> <p>Focus Group Summary of Findings due by</p> |
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|--|--|---|
| | <ul style="list-style-type: none"> • Comprehensive Final Report | <p>October 27, 2023</p> <p>Community Interview Summary of Findings due by November 30, 2023</p> <p>Secondary Data Summary of Findings December 29, 2023</p> <p>Comprehensive Final Report due by March 31, 2024</p> |
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Task 5. Learning Summit

Activity 8: Learning Summit

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| <p>Facilitate Learning Summit for HCA staff and other stakeholders, as appropriate.</p> <p>Prepare meeting agenda. Contents will include:</p> <ol style="list-style-type: none"> 1. Dissemination of key findings 2. Facilitated roundtable discussions to pose questions raised by the findings. <p>Summary document of roundtable discussions and recommendations for the HCA (based on the discussions).</p> | <p>Learning Summit Agenda and all Summit Materials (e.g., handouts, discussion guides)</p> <p>Learning Summit Summary document and recommendations</p> | <p>Timeframe: Final month of the project</p> <p>Learning Summit to be completed by May 2024</p> |
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EXHIBIT "B"
PAYMENT PROVISIONS
November 1, 2022 through June 30, 2024

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period November 1, 2022 through June 30, 2024 shall not exceed a budget of \$148,860. Of this amount, \$63,510 shall be encumbered for the period of November 1, 2022 through June 30, 2023 and \$85,350 shall be encumbered for the period of July 1, 2023 through June 30, 2024. See budget rates, hours of service, and milestone information in Exhibit A and below.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the Budget parameters specified in this Exhibit "B" . 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 in arrears based on achievement of the tasks/milestones specified in Exhibit A and this Exhibit "B" 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 stating which task/milestone has been completed 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 the task/milestone was completed. 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 HCA 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.

All travel (e.g., mileage) and non-personnel costs will be absorbed by EVALCORP. Our proposed not-to-exceed cost is inclusive of EVALCORP staff's time and all indirect costs associated with delivering the work and creating the deliverables outlined in our proposal.

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
Hours/Rates (for reference)

| BUDGET: Hours/Rates Based | Hours/ Units | Rate or Fixed Cost | Sub-total | Total |
|--|-------------------------|-----------------------------------|------------------|------------------|
| Personnel Line Items | | | | |
| Project Director – Dr. Kristen Donovan | 120 | \$115 | \$13,800 | |
| Project Manager – Dr. Dustin Anderson | 360 | \$100 | \$36,000 | |
| Senior Data Manager – Dr. Ryan Brunton | 300 | \$95 | \$28,500 | |
| Research Associate – Marcella Hernandez MPH; Dr. Stacy Metcalf, M.A. | 486 | \$85 | \$41,310 | |
| Research Assistant – Elia Hilda Bueno, M.A. | 450 | \$65 | \$29,250 | |
| <i>Sub-total of personnel costs</i> | | | \$148,860 | |
| Materials & Supplies | | | | |
| None – above rates are fully loaded rates | | | | |
| TOTAL NOT TO EXCEED PROJECT COST | | | | \$148,860 |

Tasks/Milestones Deliverables Based Invoicing
(invoicing/payments shall be made in accordance with the below deliverables in arrears)

| BUDGET: Deliverables Based | Fixed Rate | Estimated Milestone Date |
|---|-------------------|---|
| Phase/Milestone FY 22-23 | | |
| Project Launch & Ongoing Communication | \$2,600 | 11/30/2022 |
| Project Work Plan | \$2,200 | 11/30/2022 |
| Data Tool Development | \$16,500 | 12/31/2022 |
| Secondary Data Compilation, Analysis & Report | \$19,650 | 4/30/2023 |
| Key Stakeholder Interview Data Collection, Analysis & Report | \$22,560 | 4/30/2023 |
| Phase/Milestone FY 23-24 | | |
| Provider Survey Data Collection, Analysis & Report | \$17,500 | 7/31/2023 |
| Community Data Collection, Analysis & Report (includes interviews, focus groups, and surveys) | \$45,200 | 10/31/2023 |

| | | |
|--|-----------|------------------|
| Comprehensive Summary Report Development & Recommendations | \$18,000 | 3/31/2024 |
| Learning Summit | \$4,650 | 3/31/2024 |
| <i>Sub-total of fixed phase/milestone costs</i> | \$148,860 | |
| TOTAL NOT TO EXCEED PROJECT COST | | \$148,860 |

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 **Evalcorp**
- 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 Comprehensive Behavioral Health Continuum of Care Needs Assessment 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 Comprehensive Behavioral Health Continuum of Care Needs Assessment 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.

DeLeon, Jakeline

From: bhabadmin
Sent: Tuesday, April 11, 2023 3:12 PM
Subject: FW: Invitation: April 21st Meeting AND April 22nd Training (Hybrid: Zoom & Sacramento)

Good afternoon,

Please see the attached message below from the CA Association of Local Behavioral Health Boards and Commissions for upcoming trainings.

TRANSLATION:

Buenas tardes,

Consulte el mensaje adjunto a continuación de la Asociación de Juntas y Comisiones Locales de Salud del Comportamiento de CA para conocer las próximas capacitaciones.

Gracias.

Thank you,

Jakeline (Jaky) De Leon

Management Assistant II

Ventura County Behavioral Health

Phone: (805) 981-6832 | (805) 981-1881

Email: jakeline.deleon@ventura.org

1911 Williams Dr., Suite #200

Oxnard, California 93036

Pronouns: She/Her/Ella <https://pronouns.org/>



From: CAL BHBC <cal@calbhbc.com>
Sent: Monday, April 10, 2023 1:29 PM
To: bhabadmin <bhabadmin@ventura.org>
Subject: Invitation: April 21st Meeting AND April 22nd Training (Hybrid: Zoom & Sacramento)

WARNING: If you believe this message may be malicious use the Phish Alert Button to report it or forward the message to Email.Security@ventura.org.

We invite you to register & share with MH/BH Board/Commission members.

Thank you to those who have already registered!

[View as PDF](#)



California Association of Local Behavioral Health Boards and Commissions

CALBHB/C Quarterly Meeting *and/or* Training

Hybrid: Zoom / In-Person (Sacramento*)

Meeting: April 21, 2023

Training: April 22, 2023

We invite you to register! Registration is open to local mental/behavioral health board/commission members and staff. There is no fee to register.

Please Register at: www.calbhbc.org/registration

Meeting - April 21st, 1 pm - 4 pm; *Lunch available at 12:30 pm to in-person attendees*

Updates/presentations from statewide organizations, including:

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-
- CA Association of Local Behavioral Health Boards/Commissions (CALBHB/C)
-
-
- CA Behavioral Health Planning Council
-
-
-
- Mental Health Services Oversight & Accountability Commission
-
-
- CA Alliance of Child and Family Services:
-

Report: [Minding the Future: A report on workforce challenges in youth behavioral health](#)

-
-
- CA Association of Mental Health Peer Run Organizations
-

Issue-Based Discussion

Training - April 22nd, 9 am - 12 pm; *Coffee & pastries available at 8:30 am for in-person attendees*

-
-

- How to Be an Effective MH/BH Board/Commission (Rules, Duties and Tools)
-
-
- Behavioral Health Continuum: Foundational Elements & Sustainable Funding)
-
-
- Issue-Based Discussion - Local mental/behavioral health board/commission members are encouraged to share local successes and challenges related to mental/behavioral health
-

Please Register at: www.calbhbc.org/registration

* In-Person Registrants:

Registration - *In-person* attendees are asked to register by Friday, April 14, 2023

Location information is provided through registration confirmations to attendees.

Expenses: CALBHB/C will pay travel expenses for one** MH/BH board/commission member per county in the Central Region** (but more are welcome to attend.) *(The Central Region includes: Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba (Joint Powers), Tulare, Tuolumne, and Yolo.)*

Additional Meetings: CALBHB/C's meeting immediately follows the CA Behavioral Health Planning Council Meetings April 18-21, 2023, also in Sacramento. (In-person attendees are welcome to attend their meetings. Planning Council meetings end at 12 pm on April 21st.)

The CA Association of Local Behavioral Health Boards & Commissions (CALBHB/C) supports the work of CA's 59 local mental/behavioral health boards and commissions.

www.calbhbc.org email: info@calbhbc.com [facebook/CALBHBC](https://www.facebook.com/CALBHBC)

CALBHB/C is a 501(c)(3) Non-Profit Organization

TRANSLATION:



**California Association of Local Behavioral Health
Boards and Commissions**

Reunión trimestral *y/o* capacitación de CALBHB/C

Híbrido: Zoom / En persona (Sacramento*)

Reunión: 21 de abril de 2023

Capacitación: 22 de abril de 2023

¡Te invitamos a registrarte! La inscripción está abierta a la salud mental / conductual local
Miembros y personal de la junta/comisión. No hay tarifa para registrarse.

Por favor regístrese en: www.calbhbc.org/registration

Reunión - 21 de abril, 1 pm - 4 pm; Almuerzo disponible a las 12:30 pm para los asistentes en persona
Actualizaciones/presentaciones de organizaciones estatales, incluyendo:

- Asociación de Juntas/Comisiones Locales de Salud del Comportamiento de CA (CALBHB/C)
- Consejo de Planificación de Salud del Comportamiento de CA
- Comisión de Supervisión y Responsabilidad de los Servicios de Salud Mental
- Alianza de Servicios para Niños y Familias de CA:
- Informe: [Minding the Future: A report on workforce challenges in youth behavioral health](#)
- Asociación de Organizaciones Dirigidas por Pares de Salud Mental de CA

Debate basado en temas

Entrenamiento - 22 de abril, 9 am - 12 pm; Café y pasteles disponibles a las 8:30 am para los asistentes en persona

- Cómo ser una junta / comisión efectiva de MH / BH (reglas, deberes y herramientas)
- Continuum de salud conductual: elementos fundamentales y financiamiento sostenible)
- Discusión basada en temas - Se alienta a los miembros locales de la junta / comisión de salud mental / conductual a compartir los éxitos y desafíos locales relacionados con la salud mental / conductual

Por favor regístrese en: www.calbhbc.org/registration

* Inscritos en persona:

Registro : se les pide a los asistentes en persona que se registren antes del viernes 14 de abril de 2023

La información de ubicación se proporciona a través de confirmaciones de registro a los asistentes.

Gastos: CALBHB / C pagará los gastos de viaje de un ** miembro de la junta / comisión de MH / BH por condado en la Región Central ** (pero más son bienvenidos a asistir). (La Región Central incluye: Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquín, Stanislaus, Sutter-Yuba (Poderes Conjuntos), Tulare, Tuolumne y Yolo.)

Reuniones adicionales: La reunión de CALBHB / C sigue inmediatamente a las reuniones del Consejo de Planificación de Salud Conductual de CA del 18 al 21 de abril de 2023, también en Sacramento. (Los asistentes en persona son bienvenidos a asistir a sus reuniones. Las reuniones del Consejo de Planificación terminan a las 12 pm el 21 de abril).

La Asociación de Juntas y Comisiones Locales de Salud del Comportamiento de CA (CALBHB / C) apoya el trabajo de las 59 juntas y comisiones locales de salud mental / conductual de CA.

www.calbhbc.org correo electrónico: info@calbhbc.com [facebook/CALBHBC](https://www.facebook.com/CALBHBC)

CALBHB/C es una organización sin fines de lucro 501(c)(3)