

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA
BEHAVIORAL HEALTH DEPARTMENT (VCBH) AND KHEPERA HOUSE
REGARDING THE BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH) SUBSTANCE
USE SERVICES (SUS) RECOVERY RESIDENCE SERVICES (RRS)**

This Memorandum of Agreement ("Memorandum"), effective December 1, 2024, among all parties, is by and between the County of Ventura, a political subdivision of the State of California, by and through its Behavioral Health Department ("VCBH"), a mental health services provider, and **KHEPERA HOUSE**, a California Non-profit Corporation, owner and operator of recovery residence services housing units in Ventura County, California.

WHEREAS this Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Interim Housing Program; and

WHEREAS the sole purpose of this Memorandum is to confirm cooperation among the parties and to state the separate and distinct roles and responsibilities of each party; and

WHEREAS Khepera House, is the operator of a recovery residence services housing program consisting of Fourteen (14) beds at various locations throughout Ventura County, and dedicated to housing and serving homeless clients; and

WHEREAS Khepera House, has requested BHBH funding from VCBH to build and operate Fourteen (14) beds restricted for VCBH client-tenants who qualify as members of the BHBH Target Population, as defined in "Section I - Definitions" below; and

NOW, THEREFORE, with regard to the above recitals, the County of Ventura (acting by and through its VCBH) and Khepera House, agree as follows:

I. DEFINITIONS

A. "Low Income" - For purposes of the BHBH program, the definition of low-income are households with incomes at or below 50% of the area median income (AMI) for Ventura County as adjusted for family size. It is intended that this definition be consistent with Housing and Community Development's (HCD) definition of low income.

B. "Serious Behavioral Health Condition" - The BHBH Program eligibility criteria are adapted from the Specialty Mental Health Services (SMHS) access criteria (BHIN 21-073) and the Drug Medi-Cal Organized Delivery System/Drug Medi-Cal access criteria (BHIN 21-071; BHIN 23-001),

including all CARE Court program participants.

The BHBH participant shall have one or more of the following:

- Significant impairment, where "impairment" is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships;
- A reasonable probability of significant deterioration in an important area of life functioning;
- A need for SMHS, regardless of presence of impairment (for individuals under age twenty-one (21) AND the individual's condition is due to either of the following:
- A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD); and
- A suspected mental and/or substance-related or addictive disorder that has not yet been diagnosed;

OR

The individual has at least one (1) of the following:

- At least one diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and
- At least one (1) suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders;

C. "Homeless" - For the purpose of this Memorandum, "Homeless" is defined as person(s) who meets the criteria below. This definition of homelessness is based on the U.S. Department of Health and Human Services (HHS) 42 CFR § 11302 - General definition of homeless individual with the modification to Clause (v) timeframe for an individual who will

imminently lose housing has been extended from 14 days (HHS definition) to 30 days.

i. Adults (whether or not they have dependent children/youth living with them who:

1. Are experiencing homelessness, defined as meeting one or more of the following conditions.

(i) Lacking a fixed, regular, and adequate nighttime residence;

(ii) Having a primary residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(iii) Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including, hotels and motels paid for by or by Federal, State, or local government programs for low-income individuals or charitable organizations, congregate shelters, and transitional housing).

(iv) Exiting an institution into homelessness (regardless of length of stay in the institution);

(v) Will imminently lose housing in next 30 days

(vi) Fleeing domestic violence, dating violence, sexual assault, stalking, and other dangerous, traumatic, or life-threatening conditions relating to such violence;

2. Have at least one complex physical, behavioral, or development need, with inability to successfully self-manage, for whom coordination of services would likely result in improved health outcomes and/or decreased utilization of high-cost services.

D. "Coordinated Entry System (CES)" – CES is a county-wide process developed to ensure that all people experiencing homelessness have fair and equal access to housing resources by coordinating program participant intake, entry, and referrals pursuant to 24 CFR Section 578.7(a)(8).

E. "BHBH Target Population" - BHBH target population is defined as persons

with total household incomes less than 50% AMI who also meet the definition of Serious Behavioral Health Condition as defined above. Additionally, members of the BHBH target population must be a VCBH client and homeless at the time of application and referral through the County's CES. It is agreed by all parties that CARE Court participants will be prioritized for BHBH Recovery Residence Beds regardless of other eligibility criteria.

- F. **"Housing First"** – (Senate Bill 1380) Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent and safe place to live in order to receive recovery-oriented treatment and services. Sobriety and treatment compliance are not required in order for BHBH participants to access shelter, however, once placed clients must follow property rules.

II. ELIGIBILITY DETERMINATIONS

- A. Applications for the Fourteen (14) Behavioral Health Bridge Housing-Substance Use Services Recovery Residence Services (BHBH RRS) beds are accepted by Khepera House, upon referral through the Ventura County CES.
- B. Eligibility for the BHBH RRS beds will be based on applicants' eligibility as a member of the BHBH target population, as described in Section I - Definitions. CES will determine homeless eligibility and VCBH will verify applicant eligibility by confirming serious behavioral health disorder diagnosis certification.

III. TERMS

- A. BHBH Operational Funding for New BHBH Recovery Residence Beds
 - (i) Khepera House will limit BHBH Recovery Residence Beds occupancy to twelve (12) months for each BHBH participant with the goal of moving them into other supportive housing at the end of (12) month period.
 - (ii) BHBH participants may be allowed to extend their stay in the Khepera House, BHBH Recovery Residence Beds twelve (12) month at the recommendation of the residence staff in consultation with the VCBH treatment team. Extended stays will be reviewed and approved or not approved monthly after the initial twelve (12) months and decisions will be made based on the progress of the participant in

meeting the goals set forth in the written housing and services plan.

IV. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications in this Agreement, and Exhibit "A" (Scope of Services), COUNTY will make payment to Khepera House in the manner specified in Exhibit "B" (Payment provisions).

V. GENERAL TERMS

A. Terms: This Memorandum will be effective December 1, 2024, by VCBH and Khepera House and will terminate June 30, 2027. Otherwise, this Memorandum may be terminated in accordance with the Termination section below.

B. Termination.

(i) Any party may terminate this Memorandum without cause by giving the other party(ies) ninety (90) days prior written notice.

(ii) A party wishing to terminate this Memorandum for cause must provide a written notice of intent to terminate to the party believed to be in breach or default. The notice will provide sixty (60) days for the party believed to be in breach or default to respond to said notice with an acceptable plan to cure cause for termination. If the parties are unable to reach a resolution of the problem within a reasonable period of time, any party may assert any other remedies which may be available under this Agreement or as provided by applicable laws.

C. Confidentiality. VCBH and Khepera House agree that by virtue of entering into this Memorandum they will have access to certain confidential information regarding the other party's operations related to this Development. VCBH and Khepera House, agree that they will not at any time disclose confidential information and/or material without the consent of the other party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Memorandum. Where appropriate, releases will be secured before confidential information is exchanged. Confidential BHBH Tenant information will be handled with discretion and good professional judgment, and in accordance with applicable laws related to the

confidentiality of patient information, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Welfare and Institutions Code section 5328, 42 Code of Federal Regulations Part 2, and Confidentiality of Medical Information Act found at California Civil Code section 56 et seq.

- D. Arbitration. Should any party wish to commence an action for damages under this Memorandum, it shall be required to adjudicate the dispute through binding arbitration under the rules of the American Arbitration Association or under such rules to which the parties may agree. Notwithstanding any other American Arbitration Association rule to the contrary, the parties agree that they shall not request attorney fees and each party shall bear their own attorney fees. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment there upon shall be borne by the losing parties. During the course of the arbitration this Memorandum shall remain in full force and effect unless otherwise terminated as provided in this Memorandum.
- E. Accessibility and Nondiscrimination. All BHBH Program-funded projects shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS, 24 CFR Part 8) or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS, HUD-2014-0042-0001, 79 FR 29671 [5/27/14], commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to the BHBH RFA. Nor shall all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any

individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to the BHBH RFA.

Grantees shall comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code Section 11135, Section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

- F. Severability. In the event any provision of this Memorandum shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of the Memorandum.
- G. Amendments. This Memorandum may be amended only in writing and authorized by the designated representative of VCBH and Khepera House,
- H. Indemnification.
- (i) Each party agrees to indemnify and hold harmless the other party from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, arising due to the negligence or intentional acts omissions of such party, its employees or agents (excluding students) in the performance of this Memorandum, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its employees, or agents.
 - (ii) Where the Parties are named as joint defendants in any claim or cause of action arising out of this Memorandum, the Parties intend to cooperate and coordinate in the areas of risk management and control, claims investigation, and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, however, that each party shall retain ultimate control of its own risk management and defense.
- I. Integration. This Memorandum contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior

and contemporaneous oral and written agreements, understandings, and representations among the Parties. No amendments to this Memorandum shall be binding unless executed in writing by both parties.

- J. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of California.
- K. Notices. Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below or to such address as one may have furnished to the other in writing.

If to County:

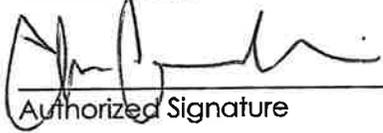
Dr. Loretta L. Denering, Dr, PH, MS,
Director
Ventura County Behavioral Health
Department
1911 Williams Drive, Suite #200
Oxnard, CA 93036

If to KHEPERA HOUSE:

Elgin Goodwin
Khepera House
906 N Ventura Avenue
Ventura, Ca 93001

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

KHEPERA HOUSE


Authorized Signature

Elgin Goodwin
Printed Name

Executive Director
Title

12-17-24
Date

95-3705606
Tax Identification Number

URMMT24NYB26
Secretary of State Entity Number

KHEPERA HOUSE


Authorized Signature

Richard Silvey
Printed Name

Clinical Director
Title

12-17-24
Date

COUNTY OF VENTURA


Authorized Signature

Dr. Loretta L. Denering, DrPH, MS
Printed Name

VCBH Director
Title

12/19/2024
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, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

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

EXHIBIT "A"
PROGRAM DESCRIPTION
KHEPERA HOUSE
DECEMBER 1, 2024 – JUNE 30, 2027

Provider Name: **KHEPERA HOUSE**

Program: Behavioral Health Bridge Housing- Substance Use Services Recovery Residence Services (BHBH RRS)

All of the following services shall be provided in accordance with applicable federal, state, and local requirements, including, but not limited to, Behavioral Health Bridge Housing Recovery Residences housing criteria, and California State Department of Health Care Services (DHCS) Substance Use Disorder (SUD) Services Standards.

CONTRACTOR agrees to provide the following services:

1. CONTRACTOR shall provide Recovery Residence Services in accordance with federal regulations, Behavioral Health Bridge Housing Recovery Residences housing criteria, and DHCS SUD Services Standards and as further stipulated by "COUNTY." Services shall be provided to Drug Medi-Cal eligible beneficiaries.
2. CONTRACTOR shall provide BHBH Recovery Residence Services that are safe, clean, alcohol and illicit drug free, residential environment that promotes individual recovery through positive peer group interactions among house members and staff.
3. CONTRACTOR shall provide BHBH Recovery Residence Services that must co-exist in a respectful, lawful, non-threatening manner within residential communities in Ventura County. COUNTY shall provide oversight and quality assurance through monthly reporting, semi-annual site visits and audits with CONTRACTOR'S BHBH Recovery Residence Services.
4. CONTRACTOR shall abide by the admission and length of stay authorized by COUNTY for each resident of the BHBH Recovery Residence Services program.
5. CONTRACTOR shall be responsible for publishing policies on relapse sanctions and readmission criteria and other rules governing group living.
6. CONTRACTOR shall provide 24-hour safe housing, free from alcohol and other drugs which, at a minimum, shall include the following components:
 - a. Assess applicant (potential resident) needs and the appropriateness of the residence to meet these needs or referral to community services;

- b. Residents shall be required to attend activities and/or services as part of their Outpatient Treatment, Intensive Outpatient Treatment, Recovery Services, or Medication for Addiction Treatment, and maintain house rules;
- c. Provide residents with opportunities to engage in regular activities that are necessary (or optional) and which define a residence, such as cooking, laundry, housecleaning, yard work, etc.;
- d. Maintain a "common area" with adequate space for the proper number of residents to assemble for social and/or other group activities;
- e. Maintain adequate personal space for each resident to be provided dignity, respect and appropriate privacy at all times, and the CONTRACTOR shall comply with applicable guidelines for the amount of square feet per resident and the number of residents per room (See National Alliance for Recovery Residences (NARR) Section 31.03);
- f. Meet the minimum fire and health standards to ensure the health and safety of all residents (See NARR Section 33.02);
- g. Take appropriate measures to ensure that the personal property of each resident is secure;
- h. Establish and maintain a culture and environment that is welcoming and understanding to those they serve, including transgender and gender-nonbinary individuals;
- i. Ensure all residents have access to the: kitchen, refrigerator, stove, dining room, laundry facilities, restrooms, and showers to ensure basic needs are met;
- j. Comply with the following minimum health safety requirements:
 - 1. There shall be adequate space for food storage.
 - 2. All food shall be stored in covered containers, or properly wrapped.
 - 3. Perishable items shall be refrigerated and adequate refrigeration in good repair shall be available.
 - 4. All dishes and cooking implements shall be washed upon use.
 - 5. There shall be adequate hot water for dish washing.
 - 6. Bathroom space shall be adequate for number of residents.
 - 7. Bathrooms shall be kept clean daily.
 - 8. Bathrooms shall provide personal privacy.
 - 9. There is a policy for toxicology testing.
- k. Post a written description of the procedures regarding chores, assignment of roommates, and primary house rules in a space that is accessible to all residents;
- l. Maintain a non-smoking residence. If the CONTRACTOR'S policy is to allow smoking on the property, a smoking area must be designated clearly in an outdoor space where smoke will not affect neighbors and is in compliance with any and all local smoking rules/ordinances. Any and all litter generated in a designated smoking area must be cleaned up daily;
- m. Afford residents opportunities to engage in daily recreational, cultural, physical activities, either as an individual or with a group;

- n. OCONTRACTOR is responsible for ensuring neighborhood parking is in compliance with town/city ordinances and is NOT intrusive to neighbors;
 - o. Comply with the following minimum fire safety requirements:
 - a. There shall be no smoking in residences (including porches, patios, and balconies).
 - b. Smoking is only allowed outside (20 feet from any door or operable window) and smoking materials shall be disposed of safely.
 - i. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas.
 - ii. Stoves and cooking areas shall be kept clean of grease accumulation.
 - iii. Furniture and new drapes are treated with fire retardant materials.
 - iv. Smoke detectors, fire extinguishers, and CO2 detectors shall be installed (according to Ventura County Fire Code).
 - v. Exit doors shall be clearly marked and readily available.
 - vi. Fire drills from sleeping areas should be encouraged; and
 - vii. Buildings with 2nd floor shall have emergency fire ladders clearly marked.
7. CONTRACTOR shall support the important aspects of enforcing abstinence from alcohol and illicit substances and of managing recurrence of use situations. CONTRACTOR shall ensure that toxicology screening is conducted in a consistent and fair manner by competent and trained individuals.
- a. .
 - b. The CONTRACTOR must have a specific policy addressing recurrence of substance use and the actions taken to address it that doesn't elevate overdose risk or automatically necessitate discharge. The CONTRACTOR shall document its processes for residents who test positive for prohibited substances or who are otherwise determined to be in violation of abstinence rules.
 - c. The CONTRACTOR must have protocol in place for a residence who tests positive for prohibited substances that includes a safe place to be until no longer under the influence. This protocol must include a housing option in addition to a withdrawal management or SUD residential treatment referral even if resident meets criteria for a higher level of care.
 - d. The CONTRACTOR shall have and uniformly enforce a written toxicology testing protocol.
 - e. The CONTRACTOR shall document the training given to residents or staff responsible for administering toxicology tests.
8. CONTRACTOR shall ensure Recovery Residence Services rules are clearly defined. Any optional rules the CONTRACTOR chooses to implement shall be for the needs of the residents, shall not be overly burdensome, and shall be

consistent across multiple residents. CONTRACTOR shall implement the minimum mandatory standards for every Recovery Residence as set forth by California Consortium of Addiction Programs and Professionals (CCAPP).

9. CONTRACTOR shall develop, maintain, and make accessible the following required policies:
 - a. Admission and Discharge
 - b. Confidentiality
 - c. Sexual Harassment & Verbal Abuse
 - d. Weapons, Alcohol, Illegal Drugs and Illegal Activity
 - e. Prescribed Medication Policy
 - f. Toxicology Testing Protocol
 - g. Management and Staff Responsibilities
 - h. Documentation/Record Keeping/Financial Agreements
 - i. Incident Report Policy
 - j. Accessibility of Service Requirements

10. CONTRACTOR shall abide by all COUNTY requirements listed below:
 - a. Contractor shall maintain current Recovery Residence certifications through CCAPP. The Recovery Residence at 9164 Neath St., Ventura, California 93004 will be allotted a 6-month period to complete Recovery Residence Training and Certification.
 - b. CONTRACTOR shall maintain written procedures for program methodologies, modalities and admission, actions/conditions/circumstances for resident eviction from the BHBH Recovery Residence Services program, consequences for inappropriate behaviors, and conditions under admission requirements. A recurrence of substance use disorder symptoms, or relapse, cannot be the only reason for eviction if the resident is actively engaged in SUD services and in good standing with that program.
 - c. CONTRACTOR shall have a written policy for discharge due to no longer accessing SUD Outpatient Treatment, MAT, or Recovery Services or other reasons outlined in the House Rules. The policy must include a specific care coordination plan to transition the resident into another residence, handing of the personal property of residents, a final accounting of monies paid for rent, and coordination with VCBH. The policy must also include the provision of harm reduction materials with each discharge, including, but not limited to, naloxone and fentanyl test strips.
 - d. FDA approved medications for substance use disorder treatment shall be allowed in BHBH Recovery Residence.
 - e. Prospective residents must disclose all prescription medications and have a minimum of a seven (7) day supply on hand prior to moving in. Prospective residents cannot be denied services based on prescribed medications.

- f. Residents shall be promptly referred for medical or psychiatric evaluation when deemed appropriate by staff.
 - g. Residents shall be provided the opportunity for participation in planned recreational activities on a voluntary basis.
 - h. Residents shall be referred directly or by referral process to other needed services, such as: GED classes, higher education, vocational education, job training, resume writing, medical services, dental services, legal services, CalWorks, CalFresh, Medi-Cal, etc.
 - i. Collaborative community partnerships and service systems shall be initiated by establishing procedures that will ensure strong, reliable linkages with other community service providers and service organizations for resident support. These collaborative efforts shall be designed to integrate, coordinate and access necessary support services within the community in order to ensure successful resident treatment and recovery. These efforts shall help achieve mutual goals espoused by Federal, State, and County systems to integrate services, prevent relapse through the use of community support services, reduce fragmentation of care and establish better communication and collaboration at all levels, but particularly among local providers and agencies who work with this target population.
 - j. Provide or assist in transportation to treatment provider appointments. Only drivers licensed for the type of vehicle operated shall be permitted to transport adult residents and children. Manufacturers rated seating capacity of vehicles shall not be exceeded and child safety seats shall be utilized when transporting children if required by California Motor Vehicle code. Motor vehicles used to transport clients and children shall be maintained in safe operating condition.
 - k. Collaboration with other stakeholders involved with the resident's recovery is required, and may include, but is not limited to: client's family, court personnel, probation officers, parole agents, social services, VCBH care coordinators and outpatient clinic staff, as necessary. A completed release of information for each stakeholder, signed by the resident, shall be kept in the client's file.
11. CONTRACTOR shall abide by the following facility requirements:
- a. CONTRACTOR shall operate as a legal business entity and shall maintain a business license and incorporation documentation that is posted and visible to the public.
 - b. CONTRACTOR shall provide Proof of Home Ownership or Leased Property (copy of deed, lease agreement or comparable supporting documentation). In addition, if leasing the location, CONTRACTOR shall provide proof from the landlord that the CONTRACTOR is authorized to sublet the property and use it for a BHBH Recovery Residence Services program.

- c. CONTRACTOR shall obtain the appropriate county permit, if located in an unincorporated area of a county, or city permit if required for BHBH Recovery Residences. CONTRACTOR shall maintain the permit in good standing for the BHBH Recovery Residence and shall be prepared to present such permits and/or licenses to COUNTY upon request.
- d. CONTRACTOR shall provide all facilities, facility management, supplies and other resources necessary to operate the BHBH Recovery Residence Service program.
- e. CONTRACTOR shall provide sufficient space for services (BHBH Recovery Residence services, activities, staff and administrative offices). CONTRACTOR shall have indoor and outdoor activity space for residents according to program goals and objectives.
- f. CONTRACTOR shall provide living, sleeping, bathing and toiletry areas enclosed by permanent walls, floors, ceilings and doors.
- g. CONTRACTOR shall provide clean semi-private rooms for each adult client. If CONTRACTOR is to provide a program that allows adult clients to reside with their child(ren), CONTRACTOR shall provide a clean semi-private room for the adult and their child(ren). If applicable, CONTRACTOR shall provide adult clients with children separate sleeping quarters from adult clients without children.
- h. CONTRACTOR shall provide designated buildings, and/or rooms, and/or space for BHBH Recovery Residence services.
- i. CONTRACTOR shall ensure facility fixtures, furniture, equipment, and supplies shall meet the standards as listed in the Department of Alcohol and Drug Programs, California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – Section 10584).
- j. CONTRACTOR shall provide laundry facilities (washers/dryers) on site.
- k. CONTRACTOR shall provide supplies for basic living needs (example: paper towels, toilet tissue, hand soap, bath towels, bed linens, laundry soap, etc.).
- l. CONTRACTOR shall provide adequate telephone service on the premises which shall be made available to clients for emergency use within the facility for resident emergency and non-emergency use twenty-four (24) hours per day, seven (7) days per week. This may be a pay phone or cellphone.
- m. CONTRACTOR shall provide First Aid supplies and ensure they are maintained and readily available in the facility
- n. CONTRACTOR shall ensure adult clients are trained and instructed in the facility emergency procedures.
- o. CONTRACTOR shall maintain written policies that limit and monitor access by individuals who are not clients, staff, volunteers, or authorized visitors.
- p. Contractor shall abide by the Good Neighbor Standards.

12. CONTRACTOR shall abide by the following Staff Requirements:

- a. To maintain full-service, twenty-four (24) hour operations, CONTRACTOR shall provide and administer staff/volunteers/interns, management systems and have a written Personnel Policy and Procedures Manual and written Recovery Residence Services policies and procedures.
- b. The CONTRACTORS written Personnel Policy and Procedures Manual shall contain the following for all staff/volunteers/interns, at minimum:
 - i. Recruitment procedures
 - ii. Screening and selection procedures
 - iii. Training and orientation process
 - iv. Personnel file documentation requirements
 - v. Duties and assignments (job description)
 - vi. Supervision and evaluation responsibilities
 - vii. Protection of confidentiality procedures
 - viii. Utilization of volunteers/interns in services provided and standards to be followed.
- c. CONTRACTOR shall recruit, hire, train and maintain diverse staff/volunteers/interns personally and professionally qualified and culturally competent; if necessary, and/or required by regulations and/or standards.
- d. CONTRACTOR shall ensure during the provision of BHBH Recovery Residence Services being rendered, there shall be at least one staff member in the facility who is capable of providing First Aid and/or CPR. Staff providing First Aid and/or CPR shall be qualified by the American Red Cross or other recognized agency. Verification of CPR certification shall be placed in the personnel file. In addition to First Aid the BHBH Recovery Residence ensure that naloxone is available and ensure that all staff and participants receive training in its use upon hire or participation in Recovery Residence Services.
- e. CONTRACTOR shall maintain a staff to client ratio of not more than fourteen (14) clients to one (1) staff member during all hours of operation.
 - i. For BHBH Recovery Residence between the hours of 10:00 pm and 10:00 am, a minimum of one staff member will be present for every fifteen (15) clients in residence.
 - ii. For BHBH Recovery Residence with more than fifteen (15) clients, a minimum of two (1) awake and alert paid staff members with current CPR certificate and current first aid training.
- f. CONTRACTOR shall ensure all staff/volunteers/interns providing services where adult clients with children reside must complete a criminal record review and clearance.
- g. CONTRACTOR shall ensure staff/volunteers/interns shall have regular periodic training that covers emergency procedures.
- h. CONTRACTOR shall ensure all staff/volunteers/interns shall be trained or shall have experience which provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance:

- i. General knowledge of BHBH Recovery Residences
 - ii. Housekeeping and sanitation principles
 - iii. Principles of communicable disease prevention and control
 - iv. Recognition of early signs of illness and the need for professional assistance
 - v. Availability of community services and resources
 - vi. Recognition of individuals under the influence of alcohol and/or drugs
 - vii. Principles of nutrition, food preparation, storage and menu planning
 - viii. Utilization of evidence-based practices
- i. CONTRACTOR shall ensure that a drug-free work environment shall be maintained. Staff/volunteers/interns shall be drug tested prior to hire. Toxicology test results shall be negative for illegal drugs. Results shall be maintained in the personnel file. CONTRACTOR shall include a signed release by the staff member/volunteer/intern, per the Health Insurance Portability and Accountability Act (HIPAA) that allows for drug testing information to be kept in the personnel file. All staff/volunteers shall be in good health:
- i. As defined by and verified as indicated in the CCR, Title 9, Division 4, Chapter 5 guidelines – Section 10564.
- j. CONTRACTOR shall ensure BHBH Recovery Residence participants shall not be used as substitutes for required staff but shall be permitted to participate in duties and tasks as a voluntary part of their program activities.
- k. To effectively service the residents of VCBH, CONTRACTOR shall be able to address the most recent threshold language (Spanish) of the County and deaf/hard of hearing, whether by implementation of best practice, by having bilingual staff, or as a secondary process by utilizing formal interpreter and translation services. CONTRACTOR shall refer other Limited English Proficiency (LEP) consumers to appropriate providers in the area.
- l. CONTRACTOR shall ensure complete personnel files for all staff/volunteers/interns must be maintained.
- m. CONTRACTOR shall ensure personnel files containing confidential information are stored appropriately. Personnel files shall be made available to DHCS and CCAPP, applicable state agencies, and VCBH staff in any review and/or audit.
13. Contractor shall abide by the following Regulatory Requirements:
- a. Contractor shall comply with all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Part 2, Title 42 Code of Federal Regulations; Welfare Institutions Code Sections 5328 et. seq., and 14100.2; Sections

11812 of the Health and Safety Code; Title 22, CCR Section 51009; and HIPAA.

14. Contractor shall abide by the following Performance Standards:
- a. Contractor shall ensure Compliance with VCBH Guidelines for BHBH Recovery Residence Environments (See Substance Abuse and Mental Health Services Administration (SAMHSA), NARR and CCAPP links).

<https://www.samhsa.gov/resource/ebp/recovery-housing-best-practices-suggested-guidelines>;

<https://narronline.org/wp-content/uploads/2015/10/National-Recovery-Residence-Quality-Standards-Oct-7-2015.pdf>;

https://ccapprecoveryresidences.org/application/files/7016/2923/5016/CCAPP_Recovery_Residence_Standards_Final.pdf

- b. Contractor shall ensure all residents must have a personal file that contains at a minimum the following items:
 - i. Basic personal information such as name, date of birth, emergency contact, etc.
 - ii. Recognition of client rights, house expectations, grievance and complaint procedures.
 - iii. Initial financial assessment done at entry and every month thereafter. Note: County is to be notified when residents' financial status changes.
 - iv. Appropriate releases of information, including COUNTY as they apply.
 - v. Current employment status, updated as needed, and proof of salary (i.e. a copy of check stub).
 - vi. Toxicology results.
 - vii. Any incident reports regarding the resident.
 - viii. Information on SUD Outpatient Treatment, Recovery Services, and/or MAT program participation. County is to be notified when a resident is discharged from SUD recovery activities.

15. Contractor shall abide by the following Program and Reporting Outcomes Requirements:

- a. Contractor shall develop and maintain written procedures to identify outcomes of program services and outcome measures utilized for the program, as defined by VCBH.
- b. Contractor shall recognize that a SUD is a chronic condition requiring a range of recovery support.
- c. Contractor shall recognize that co-occurring mental disorders often accompany SUD.
- d. Residents who are receiving County financial assistance toward rent are expected to be participating in Outpatient Treatment, Intensive Outpatient Treatment, Recovery services, or MAT. The residents must be:

- i. Obtaining & continuing to maintain their sobriety
- ii. Actively engaged in the recovery support activities
- iii. Exhibiting no new criminal activity
- iv. Engaged with all health services, as appropriate

16. Contractor shall abide by the following Authorization Process:

- a. VCBH will receive referrals for the 14 BHBH Recovery Residence Beds through CES and will provide notification of those referred to contractor. Contractor shall comply with the VCBH BHBH Recovery Residence services Eligibility Criteria and CES Referral
- b. Process.

17. Contractor shall abide by the following Program Standards:

- a. Contractor shall comply with any and all federal, state and local laws as residential member of Ventura County.
- b. Contractor shall agree to comply with VCBH Guidelines for BHBH Recovery Residence services.

18. In addition to the above-noted criteria, to access Recovery Residence beds, residents must:

- a. Meet medical necessity for ASAM Level of Care: 1.0 Outpatient Services, 2.1 Intensive Outpatient Services, Recovery Services or Medication for Addiction Treatment services;
- b. Be concurrently enrolled and actively participating in substance use treatment services, Recovery Services or Medication for Addiction Treatment services; through VCBH and/or other VCBH contract Providers during their entire length of stay;
- c. VCBH SUS will determine medical necessity and ASAM Level of Care.

Roles and Responsibilities

A. Role of VCBH

- (i) VCBH agrees to assign staff resources to clients residing at Khepera House in the BHBH RRS beds. VCBH will assess and screen for eligible BHBH applicants and provide certification of the applicant's behavioral health diagnosis. BHBH RRS participants may access supportive services through the existing outpatient SUTS and mental health clinics, and crisis services will be provided on a 24-hour basis by the VCBH Crisis Team.
- (ii) VCBH will keep all records regarding BHBH program participants referred through CES and funding provided.
- (iii) VCBH will cooperate with Khepera House in monitoring and/or conducting audits or other reporting requirements as required by funding

sources.

(iv) VCBH will support with any necessary CES intake, entry and reporting responsibilities.

(v) Each BHBH RRS participant will have an assigned ADTS and/or case manager from VCBH. This individual will work with the participant to develop an individualized, written housing and services plan that addresses health and well-being, financial stability, and long-term housing goals. (see Housing Search Assistance Toolkit - HUD Exchange for sample plan) and to help the participant to work towards the goals outlined in the plan.

B. Role of Khepera House

(i) Khepera House, has overall responsibility for compliance with all building and safety codes, regulatory and funding requirements at the property and in building new BHBH RRS beds.

(ii) Khepera House shall pay all taxes and maintain adequate liability and property insurance for the BHBH project.

(iii) Khepera House will initiate BHBH participant agreement with participant and enforce property/house rules.

(iv) Khepera House will be responsible for the overall property/program operations and management activities as listed in Exhibit A.

C. Common Roles of VCBH and Khepera House

(i) Release of Information (ROI) forms will be collected from each BHBH participant to allow for maximum sharing of information between VCBH and Khepera House.

(ii) If participant behaviors place an individual at risk for eviction, Khepera House staff will communicate with VCBH to explore any housing and shelter alternatives and the presentation for transfer at CES.

D. Locations:

Khepera House will provide BHBH Recovery Residence Beds under this Agreement at the following locations:

4751 & 4753 Loma Vista, Ventura, 93003

EXHIBIT "B"

PAYMENT TERMS

December 1, 2024 – June 30, 2027

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement shall not exceed **\$448,392** for the service period of **December 1, 2024 through June 30, 2027**. Of this amount, **\$100,912** shall be for the term of December 1, 2024 through June 30, 2025, **\$173,740** shall be for the term of July 1, 2025 through June 30, 2026, and **\$173,740** shall be for the term of July 1, 2026 through June 30, 2027.

B. BED DAYS AND RATES

CONTRACTOR will be paid based on the number of bed days provided to COUNTY. CONTRACTOR bed days shall not exceed 13,188 days for the term of this Agreement and will be payable at a rate of **\$34.00** per bed day for the service period of **December 1, 2024 through June 30, 2027**.

C. COUNTY may approve patient absence from the CONTRACTOR'S facility for necessary care in an acute psychiatric or medical facility, jail, work, and other justifiable reasons, and may request CONTRACTOR to hold a vacant bed until the client is returned. CONTRACTOR shall be reimbursed at the rate of **\$14.67** per client per day for a "bed hold." CONTRACTOR shall obtain approval in advance from COUNTY for payment of client absence as specified herein. COUNTY shall not approve and shall not be responsible for any non-approved absence.

D. 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.

E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. If CONTRACTOR is a non-profit organization or entity, and receives SABG funding under this Agreement, then CONTRACTOR shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.