

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND TURNING POINT FOUNDATION

This "First Amendment" to the Agreement for Augmented Board and Care Services at Thompson Place, which became effective July 1, 2024, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Ventura County Behavioral Health, a primary service provider, hereinafter referred to as "COUNTY," and **TURNING POINT FOUNDATION**, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, the parties hereby agree that the Agreement, is amended revised effective July 1, 2025 as follows:

- I. TERM: The term of this Agreement is extended through June 30, 2026, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2025-26.
- II. All references to the California Welfare and Institutions Code, California Code of Regulations, California Government Code, United States Code, shall be revised to: WIC, CCR, GOV, USC, wherever they appear.
- III. All references to "section," shall be revised to: §.
- IV. Subsection D of Section 9 (NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES) of the Agreement is revised to read as follows:
 - D. CONTRACTOR's non-discrimination policy shall include a statement that members' complaints alleging discrimination may be made directly to the COUNTY Patient Rights Advocate. COUNTY shall inform CONTRACTOR in writing within 5 days of receipt of any such complaint.
- V. Section 11 (INSURANCE) of the Agreement is revised to read as follows:
 11. INSURANCE.
 - A. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
 - 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, and products/completed operations.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 2a) Personal Automobile Liability coverage, in the minimum amount of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage, and \$35,000 Uninsured/Underinsured Motorist coverage, for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
 - 3) Workers' 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.
- B. All insurance required will be primary coverage as respects to the COUNTY and any insurance or self-insurance maintained by the COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- 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, Ventura County Behavioral Health, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to the COUNTY as a separate document.
- E. CONTRACTOR agrees to waive all rights of subrogation against the County, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement as it pertains to Worker's Compensation. As part of the insurance verification process, CONTRACTOR will submit proof of the Waiver of Subrogation to COUNTY as a separate document.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and Ventura County Behavioral Health.
- G. Contractor agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:

- 1) Certificates of Insurance for all required coverage.
- 2) A separate additional Insured endorsement for General Liability insurance.
- 3) A separate Waiver of Subrogation endorsement for Workers Compensation (A.K.A.: Waiver of Transfer of Rights Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

H. It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.

I. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.

J. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

VI. Subsection D of Section 18 (TERMINATION) of the Agreement is revised to read as follows:

D. COUNTY'S failure to exercise its rights of termination in a particular instance shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.

VII. Section 23 (PATIENTS'/CLIENTS' RIGHTS) of the Agreement is revised to read as follows:

23. PATIENTS'/CLIENTS' RIGHTS. CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California WIC §5325 et seq., CCR, Titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem

Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination (NOABD) requirements specified in all applicable DHCS information notices. Client information materials ("Ventura County Medi-Cal Behavioral Health Member Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Medi-Cal Behavioral Health Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Medi-Cal Behavioral Health Member Handbook" brochure and the "Medi-Cal Provider Directory."

VIII. Section 24 (CONFIDENTIALITY) of the Agreement is revised to read as follows:

24. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, WIC, §§5328 through 5330, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records.

IX. Subsection D of Section 27 (RECORDS) of the Agreement is revised to read as follows:

D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of youth records, all client records and psychologist records shall be retained for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, or until the person's 25th birthday, whichever is later.

X. Subsection D of Section 29 (REPORTS) of the Agreement is revised to read as follows:

D. CONTRACTOR shall provide COUNTY with a copy of any State or Federal audit in connection with the services provided under this Agreement within thirty

(30) days of receipt of the audit report, and also a copy of CONTRACTOR'S response to the audit report, such as a Plan of Correction, at the time the audit report response is submitted to the auditing agency.

- XI. Section 41 (NATIONAL VOTER REGISTRATION ACT) of the Agreement is revised as follows:
 - 41. NATIONAL VOTER REGISTRATION ACT of 1993 (42 U.S.C 1973gg) (NVRA). CONTRACTOR shall fully comply with Section 7 of the NVRA. CONTRACTOR shall ensure that its personnel offer and provide voter registration assistance to clients in accordance with all applicable state and federal laws and regulations, including by requiring its personnel to attend annual training, and shall require its personnel to provide voter registration cards and voter preference forms to COUNTY's clients at the Premises. CONTRACTOR shall review with its personnel applicable directions provided by the U.S. Department of Justice regarding NVRA. CONTRACTOR shall submit the NVRA training sign off sheet, provided by COUNTY and included by reference, to COUNTY on an annual basis or upon request by COUNTY to document that CONTRACTOR's staff have received NVRA training. The sign off sheet shall be submitted to COUNTY by the 15th day following the end of the fiscal year or upon request by COUNTY.
- XII. Exhibit "A-1" (PROGRAM DESCRIPTION) is deleted and replaced with the new Exhibit "A-1" (PROGRAM DESCRIPTION), attached hereto.
- XIII. Exhibit "A-2" (PROGRAM DESCRIPTION) is deleted and replaced with the new Exhibit "A-2" (PROGRAM DESCRIPTION), attached hereto.
- XIV. Exhibit "B-1" (PAYMENT PROVISIONS) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PAYMENT PROVISIONS), attached hereto.
- XV. Exhibit "B-2" (PAYMENT PROVISIONS) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PAYMENT PROVISIONS), attached hereto.
- XVI. Exhibit "F" (CCE Preservation Program Participant Attestation) of the Agreement is deleted and replaced with the new Exhibit "F" (CCE Preservation Program Participant Attestation), attached hereto.
- XVII. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.
- XVIII. The parties hereto agree that this First Amendment 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 First Amendment through their duly authorized representatives as of the last date written below.

TURNING POINT FOUNDATION

COUNTY OF VENTURA

By _____
Authorized Signature

Printed Name and Title

Date

Tax Identification Number

Secretary of State Entity Number

By _____
Authorized Signature

Printed Name and Title

Date

TURNING POINT FOUNDATION

By _____
Authorized Signature

Printed Name and Title

Date

* If a corporation, this First Amendment 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 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-1”

PROGRAM DESCRIPTION

Augmented Board and Care Services As Amended July 1, 2025

CONTRACTOR is an augmented board and care facility located in a residential area. The facility provides support services to mentally ill adults who require twenty-four (24) hour care and supervision to live successfully in the community.

The facility is licensed by the California Department of Social Services (DSS), Community Care Licensing (CCL) Division and must provide services in accordance with all applicable laws and regulations.

VCBH provides referrals for placement and works in collaboration with the CONTRACTOR to ensure client's service and treatment needs are met.

Services provided by the CONTRACTOR include:

- a. Collaboration with VCBH to ensure the best client care
 - b. Medication management
 - c. Care and supervision
 - d. Supportive and safe environment
 - e. Activities
 - f. Quality food
 - g. House cleanliness and maintenance
 - h. Transportation to ensure client care
1. To qualify for continuation of client support service funds (CSSF), CONTRACTOR and COUNTY must mutually agree that the client meets the criteria for such funding. The goal for each client is to progress, over time, to a lower level of care. The CONTRACTOR and COUNTY will cooperate in helping clients achieve this goal.
 2. If a client's condition deteriorates to the point where the client requires a higher level of care, the CONTRACTOR and COUNTY will cooperate to move the client to placement at an appropriate facility.
 3. In order that placements, particularly those of individuals in acute care, are processed in a timely way, CONTRACTOR will respond to referrals by contacting the referring party within twenty-four (24) hours of receipt of the referral packet, and will interview the individual within seventy-two (72) hours, notifying the referring party within twenty-four (24) hours of the interview and of the outcome.

EXHIBIT “A-2”

PROGRAM DESCRIPTION

Community Care Expansion (CCE) Preservation Program Operational Subsidy Program (OSP) Funds

As Amended July 1, 2025

Whereas the State of California recognizes that there is a shortage of adult and senior care facilities (Adult Residential Facilities (ARF) and Residential Care Facilities for the Elderly (RCFE)) that accept individuals receiving or applying for Social Security Income/State Supplementary Payment (SSI/SSP). Therefore, the CCE Preservation program was established by Assembly Bill (AB) 172 to fund and promote the sustainability of ARFs and RCFEs, to cover eligible facilities' operating deficits and to address historic gaps in the long-term care continuum in the State of California. OSP funds are available to cover costs not covered by existing revenue and may not be used to supplant existing funding.

I. Eligible OSP Facilities and Eligibility

The CCE Preservation OSP funds are available to fund current and potential operating subsidies at licensed ARFs and RCFEs in good standing with CCL and that serve the eligible population.

VCBH has conducted extensive community-based outreach and facilitated stakeholder focus groups to identify operating subsidies eligible for the CCE Preservation OSP funds.

II. Eligible OSP Expenses

To be eligible for CCE Preservation OSP funds, facilities must attest that they meet the following criteria:

1. Be an existing licensed ARF as defined by 22 CCR §80001(a)(5) of the CCR; RCFE 22 CCR §87101(r)(5) or Residential Care Facility for the Chronically III (RCFCI) as defined in 22 CCR §87801(r)(5).
2. Currently serve at least one qualifying resident. A qualified resident is defined as recipients of SSI/SSP pursuant to 42 U.S.C §1381 and WIC §12000 et seq., and applicants or recipients of the Cash Assistance Program for Immigrants (CAPI) (WIC §18937 et seq.), who need the care and supervision that is provided by the licensed facility that receives the CCE Preservation program operational subsidy and/or facility repairs and rehabilitation. “Qualified resident” shall not include SSI/SSP or CAPI beneficiaries who are receiving services through a regional center.
3. Be in good standing with CCL or certify that CCE Preservation program funding will bring them into good standing.
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified

resident; and/or Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Licensed ARFs that meet the CCE Preservation Program funding criteria shall also meet the following conditions throughout the project implementation period:

- 1) Funds shall be used in accordance with the eligible uses outlined in Article II as well as the program requirements outlined in Article IV and throughout the CCE Preservation program Notice of Funding Availability (NoFA). Copy available at https://www.infrastructure.buildingcalhhs.com/wp-content/uploads/2022/06/CCE_Preservation_NOFA_DSS_508.pdf
- 2) Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
- 3) Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
- 4) Remain in good standing with CCL.

Eligible licensed ARFs and RCFEs interested in accessing CCE Preservation Program OSP funds may do so to fund the following approved expenses:

- 1) Additional Staffing/ Extra Help (NoFA page 15): Through the community-based outreach and stakeholder focus groups, VCBH has identified additional staffing as an allowable expense under the CCE Preservation OSP.
- 2) Per Qualified Resident Per Month Allocation (NoFA pages 9-10): Once the additional staffing requests have been addressed, OSP funds will be dispersed monthly utilizing a per qualified resident per month formula established by COUNTY.

Additionally, and consistent with WIC §18999.97, eligible ARFs and RCFEs in receipt of OSP funding shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the COUNTY will provide OSP payments (NoFA page 10). A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the County can approve any OSP funds. As such ARF and RCFE operators that are leasing the property must obtain the owner's consent for the deed restriction.

To demonstrate acceptance and compliance with all CCE Preservation Program eligibility criteria and requirements, CONTRACTOR will complete the Community Care Expansion Preservation Program Participant Attestation, located in Exhibit "F" of this Agreement.

III. Term of OSP Funding

The length of time that VCBH will provide OSP funds to eligible facilities serving qualified residents will vary depending on the number of ARFs and RCFEs that participate in the CCE Preservation Program, the amount of staffing funded and the

amounts of the monthly OSP payments. Regardless of the variables, all of the CCE Preservation OSP funding will be obligated by June 30, 2027 and liquidated by June 30, 2029.

EXHIBIT “B-1”

PAYMENT PROVISIONS

As Amended July 1, 2025

Program: Augmented Board and Care

CONTRACTOR shall be paid according to the following:

- A. The maximum total amount for this Agreement shall not exceed \$525,096 for the service period of July 1, 2025 through June 30, 2026.
- B. CONTRACTOR shall have the responsibility to directly bill and collect for all SSI/SSP revenue due for CONTRACTOR’s services to each COUNTY client. CONTRACTOR shall also have the responsibility to collect all ‘share of costs’ which client is eligible to receive. Share of costs includes, but is not limited to:
 - 1. SSI/SSP funds;
 - 2. Co-Payments from Medi-Cal;
 - 3. Medi-Care funds;
 - 4. Insurance payments;
 - 5. Private funds
- C. Sheltered Living Funds: COUNTY clients for which CONTRACTOR has either received only partial payment or has been denied payment from available sources shall be billed to, and reimbursed by, COUNTY in accordance with the current rate schedule approved by DHCS and DSS. Payment will be made directly to CONTRACTOR on behalf of such designated clients as approved in advance by COUNTY. Payment for partial months of service shall be prorated based on the number of days of service.
- D. For each CSSF approved client referred to the facility by COUNTY, CONTRACTOR shall receive \$1,683 per client/per month (full or partial month).
- E. CONTRACTOR shall bill COUNTY as the ‘payor of last resort’ for clients whom CONTRACTOR has either received partial payment or has been denied payment entirely from other available sources, once CONTRACTOR deems those collection efforts exhausted. CONTRACTOR shall bill COUNTY monthly in arrears by using their own company generated invoice. All claims submitted shall clearly reflect all required information including all supporting documentation of services rendered for which claims are made, in the form and content specified by COUNTY. All claims submitted shall clearly identify the client(s) and dates of service being billed and are subject to the detailed review and approval of COUNTY. No cost that has been or will be reimbursed by any other revenue source shall be claimed by CONTRACTOR, and any future collections against these billings that CONTRACTOR may receive shall be

reimbursed to COUNTY. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal 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 Auditor-Controller. Invoice processing timelines for the first initial invoice may take up to sixty (60) business days as it takes additional time to establish new Agreements.

- F. COUNTY may approve a client's absence from CONTRACTOR'S facility for necessary care in an acute psychiatric or medical facility, therapeutic visits, evaluation, court appearances, and other justifiable reasons, and may request that CONTRACTOR hold a vacant bed until the client is returned. COUNTY will reimburse CONTRACTOR based upon a COUNTY-approved daily rate for the client's bed hold. The client's daily bed hold rate will be calculated by dividing the client's monthly SSI/SSP payment by the number of days in the month in which a bed was held for the client. CONTRACTOR will be paid that daily rate multiplied by the number of days COUNTY approved for a bed to be held for the client. CONTRACTOR shall notify COUNTY of any client absence from CONTRACTOR's facility prior to or immediately upon a client's absence. COUNTY will only pay CONTRACTOR for bed holds which COUNTY is notified of and approves in advance.
- G. 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 DIRECTOR or designee prior to performance thereof.
- H. In the event that CONTRACTOR fails to comply with any provision 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.

EXHIBIT "B-2"

PAYMENT PROVISIONS

As Amended July 1, 2025

Program: CCE Preservation Program OSP Funds

CONTRACTOR shall be paid according to the following:

- A. The maximum total amount for this Agreement shall not exceed **\$82,800** for the service period of July 1, 2025 through June 30, 2026, and subject to the rates specified in Section B of this Exhibit "B-2."
- B. **CCE Preservation Program OSP Funds Rates:** COUNTY will remit payment to CONTRACTOR in accordance with the following rate schedule and following proof of compliance with the deed restriction requirements specified in Exhibit "A-2," Section II.
 - 1) ***Per Qualified Resident Per Month Allocation Rate:*** Per Qualified Resident Per Month Allocation funds will be paid monthly to CONTRACTOR utilizing a per qualified resident per month formula established by COUNTY. The monthly rate payable to CONTRACTOR will be calculated based upon the number of beds occupied by qualified residents in CONTRACTOR's facility, on the 30th day of each month, and shall not exceed a rate of \$300 per qualified resident per month. Payment of this rate is subject to CONTRACTOR's compliance with the eligibility and qualified resident provisions specified in Exhibit "A-2," Sections I and II.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using their own company generated invoice. All claims submitted shall clearly reflect all required information including financial statements and supporting documentation of services rendered for which claims are made, in the form and content specified by COUNTY. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal 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 Auditor-Controller. Invoice processing timelines for the first initial invoice may take up to sixty (60) business days as it takes additional time to establish new Agreements.

- 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 DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provision 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.

EXHIBIT “F”

CCE Preservation Program Participant Attestation

As Amended July 1, 2025

The CCE Preservation Program was established through AB 172 (Chapter 696, Statutes of 2021) to fund operational gaps and facility construction and rehabilitation thereby preserving licensed ARFs throughout the State.

The State of California has identified priorities for CCE Preservation funding as follows:

- Invest in behavioral health and community care options that advance racial equity;
- Seek geographic equity of behavioral health and community care options;
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors and adults with disabilities;
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness and institutionalization;
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement;
- Ensure care can be provided in the least restrictive settings to support community integration, choice and autonomy;
- Leverage County and Medi-Cal investments to support on-going sustainability;
- Leverage the historic state investments in housing and homelessness.

Eligibility Attestation

To qualify for program funding facilities must meet the following eligibility criteria:

1. Be an existing licensed ARF (a) as defined by 22 CCR § 80001(a)(5); (b) a CCR RCFE facility as defined by 22 CCR §87101(r)(5); or (c) RCFCI as defined by 22 CCR §87801 (r)(5).
2. Currently serve at least one qualifying resident. A qualified resident is defined as a recipient-of SSI/SSP pursuant to 42 U.S.C §1381 and WIC §12000 et seq., as well as applicants or recipients of the CAPI pursuant to WIC §18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the CCE Preservation program operational subsidy and/or facility repairs and rehabilitation. “Qualified resident” shall not include SSI/SSP or CAPI beneficiaries who are receiving services through a regional center.

3. Be in good standing with CCL or certify that CCE Preservation program funding will bring them into good standing.
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

I, _____, authorized representative of the

owner of _____ located in the City of _____ in the County of Ventura, do certify and attest that

this facility meets the eligibility criteria described above.

Signature of Owner's Authorized Representative

Date

Continuing Obligations Throughout Implementation

Licensed facilities that meet the CCE Preservation Program funding eligibility criteria shall also meet the following conditions throughout the project implementation period:

- 1) Funds shall be used in accordance with the eligible uses (Article II) as well as the program requirements (Article IV) throughout the CCE Preservation program NoFA dated June 10, 2022.
 - a. Copy available at https://www.infrastructure.buildingcalhhs.com/wp-content/uploads/2022/06/CCE_Preservation_NOFA_DSS_508.pdf
- 2) Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
- 3) Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
- 4) Remain in good standing with CCL.
- 5) Maintain a deed restriction related to the facility consistent with WIC §18999.97 for the length of time that the facility receives subsidy payments.
(If applicable)

I, _____, authorized representative of the owner of

_____ located in the City of _____ in the County of Ventura, do certify and attest that the facility accepts and will meet the conditions described above.

Signature of Owner's Authorized Representative

Date