SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND KHEPERA HOUSE

This "Second Amendment" to the Agreement for Drug Medi-Cal Organized Delivery System Substance Use Disorder Services, which became effective October 1, 2023, 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 KHEPERA HOUSE, a 501(c)(3) Non-profit public benefit corporation organized under the laws of the State of California, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, the parties hereby agree that effective July 1, 2024 the Agreement is amended as follows:

I. Section 3 (PAYMENT) of the Agreement is revised to read as follows:

1. **PAYMENT.** The maximum contract amount shall not exceed **$980,204**. COUNTY agrees to compensate CONTRACTOR for allowable and necessary net costs, not to exceed the maximum reimbursable amount in accordance with Exhibits "B," "B-1" and "B-2."

II. Section 12 (INSURANCE) of the Agreement is revised to read as follows:

12. **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. 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 broad form property damage, products/completed operations, contractual liability, personal injury and advertising liability, abuse, molestation, sexual actions, and assault and battery.

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 or leased automobiles, and borrowed and permissive uses. Also to include Uninsured/Underinsured Motorist coverage, in the minimum amount of $100,000 when there are owned vehicles.

3. Workers' Compensation insurance, as required by law. Notwithstanding subdivision (b) of Section 3700 of the Labor Code, a certificate of self-insurance obtained pursuant to that subdivision does not satisfy this requirement.

4. Employer's liability insurance, with minimum coverage amounts for bodily injury or disease of not less than one million dollars ($1,000,000) per occurrence.

5. Professional Liability and errors and omissions insurance that includes an endorsement for contractual liability, coverage in the minimum amount of $1,000,000 each occurrence and $2,000,000 aggregate. If applicable, the contract shall include an endorsement for defense and indemnification of any government entity with which the licensee has contracted.

6. Cyber Liability coverage in the minimum amount of $1,000,000 per Occurrence and $2,000,000 annual aggregate.

7. 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. 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.

D. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

E. 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 COUNTY as a separate document.

F. CONTRACTOR agrees to waive all rights of subrogation against 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 contract. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.

G. 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 VCBH.

H. 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 endorsements for General Liability insurance.
3. A separate Waiver of subrogation endorsements (a.k.a.: waiver of transfer of rights of recovery against others, waiver of our right to recover from others) for Workers' Compensation.

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

I. It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the insurance provisions of this Agreement are complied with by any and all subcontractors that CONTRACTOR may use for the performance of this Agreement.

J. 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 in law.

K. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when this Agreement 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.

III. Section 22 (NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES) of the Agreement is revised to read as follows:

22. **NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.**

A. Enrollment discrimination is prohibited. CONTRACTOR shall follow all Federal and State civil rights laws. CONTRACTOR shall not unlawfully discriminate, exclude people, or treat them differently, on any ground protected under Federal or State law, including race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health services, or mental or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health services, or mental or physical disability.

B. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

D. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Welfare & Institutions Code § 14059.5, prior to providing covered services to a member.

E. CONTRACTOR's nondiscrimination policies shall be in writing, inform members, potential members, and the public about nondiscrimination protected characteristics and accessibility requirements, and convey CONTRACTOR's compliance with the requirements, and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices to an individual such as those pertaining to rights or benefits. The nondiscrimination notice shall include all legally required elements under the applicable subsections of W&I Code section 14029.91 and Gov. Code section 11135. The nondiscrimination notice shall also include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the COUNTY and the U.S. Health and Human Services Office for Civil Rights. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the CONTRACTOR interacts with the public, and on the CONTRACTOR's website in a location that allows any visitor to the website to easily locate the information. The CONTRACTOR is not prohibited from posting the nondiscrimination notice in additional publications and communications.

F. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to Drug Medi-Cal members with limited English proficiency or physical or mental disabilities, in accordance with 42 CFR § 438.10; W&I Code section 14029.91; Government Code (Gov. Code) § 11135; 28 CFR §§ 35.160-35.164; 28 CFR § 36.303; 45 CFR § 92.101; 45 CFR § 92.102; 45 CFR § 92.202. CONTRACTOR shall follow all COUNTY, State, and Federal language assistance requirements in the delivery of language assistance services to members. CONTRACTOR shall provide oral and written language assistance services to members, as needed, free of charge, accurately and timely, and protect the privacy and independence of the limited English proficiency (LEP) of the individual. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Drug Medi-Cal enrollees with physical or mental disabilities. CONTRACTOR shall ensure that their health programs or activities provided through electronic and information technology are accessible to individuals with disabilities. CONTRACTOR shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination on the basis of disability, unless the CONTRACTOR can demonstrate that making modifications would fundamentally alter the nature of the health program or activity. For the purposes of this section, the term "reasonable modifications" shall be interpreted in a manner

consistent with the term as set forth in the ADA Title II regulation at 28 CFR Section 35.130(b) (7).

Interpretation services must comply with WIC 14029.91(e)(1), WIC 14029.91(a)(1)(B), WIC 14029.91(a)(1)(C), WIC 14029.91(a)(1)(D), and 45 CFR Section 92.201. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.), 45 CFR part 84.

G. CONTRACTOR shall also ensure that members receive the same level of care as provided to all other members served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

1. denying any eligible member any covered service or availability of a facility;

2. providing to an eligible member any covered service which is different or is provided in a different manner or at a different time from that provided to other members under this Agreement, except where medically indicated;

3. subjecting an eligible member to segregation or separate treatment in any manner related to the receipt of any covered service;

4. restricting an eligible member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;

5. treating an eligible member differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;

6. assigning times or places for the provision of services to the eligible member; and

7. providing hours of operation that are less than the hours of operation offered to commercial enrollees or non-Drug Medi-Cal members.

H. CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of the Americans with Disabilities Act of 1990, Section 508 of the Rehabilitation Act of 1973 as amended (Rehabilitation Act) 29 U.S.C Section 794d), and regulations implementing the Rehabilitation Act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations.

IV. Section 36 (36. LICENSES, CERTIFICATIONS, STAFFING, AND SUBSTANCE USE SERVICES (SUS) MEDICAL DIRECTOR REQUIREMENTS) of the Agreement is revised to read as follows:

36. **LICENSES, CERTIFICATIONS, STAFFING, AND SUBSTANCE USE SERVICES (SUS) MEDICAL DIRECTOR REQUIREMENTS.**

A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses/certifications, permits, registrations, accreditation's, certificates (including, but not limited to, certification as a Drug Medi--Cal provider and in compliance with California scope of practice statutes, when Drug Medi-Cal services are provided hereunder), as required by Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8, Title 22, Sections 51490.1(a), Title 9, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq., Title 22, Division 3, Chapter 3, sections 51000 et. Seq, Exhibit A, Attachment I, Article III.XX -Requirements for Services, W&I Code Section 14184.100 et seq., Health and Safety Code § 11834.015, and all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives.

B. CONTRACTOR will conduct monthly verification of its officers', employees', and agents' licenses, certifications, and registrations prior to service delivery to ensure that those licenses, certifications, or registrations have not expired and have no current limitations. CONTRACTOR will submit a monthly report to COUNTY on the 1st business day of each month that demonstrates that all CONTRACTOR's officers', employees', and agents' licenses, certifications, and registrations are current and without limitation. The monthly report will contain the:

1. employee name,
2. employee position,
3. license/certification/registration,
4. license/certification/registration number,
5. license/certification/registration expiration date,
6. date license/certification/registration verified,
7. status of the license/certification/registration, and
8. supporting documentation verifying the license/certification/registration was checked.

Failure to maintain licenses/certifications, permits, registrations, accreditations, or certificates shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

C. CONTRACTOR agrees to furnish professional personnel in accordance with applicable regulations, including all amendments thereto, issued by the State of California or COUNTY. In hiring personnel, CONTRACTOR will adhere to State Plan Amendment 23-0026 requirements and any other guidance related to the ninety (90) day rule and monitor registered personnel accordingly. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

D. CONTRACTOR shall make available to COUNTY annually, within sixty (60) days of each new fiscal year and upon request, a list of the persons who will provide services under this Agreement. This list shall state the name, title, professional degree, license/certification number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and work experience of such persons.

E. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor or administrator of CONTRACTOR loses any license, registration,

certification or permit required for that person to be fully qualified to provide such services under the CCR or other state or federal laws or regulations (see attached Exhibit “E” DEBARMENT AND SUSPENSION CERTIFICATION).

F. Professional staff shall: be licensed, registered, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations and abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by DHCS. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Professional staff means any of the following:

1. Licensed Practitioners of the Healing Arts (LPHA), including:

    a. Physicians
    b. Nurse Practitioners
    c. Physician Assistants
    d. Registered Nurses
    e. Registered Pharmacists
    f. Licensed Clinical Psychologists
    g. Licensed Clinical Social Worker
    h. Licensed Professional Clinical Counselors
    i. Licensed Marriage and Family Therapists
    j. Licensed Eligible Practitioners registered with the Board of Psychology or Behavioral Science Board and working under the supervision of Licensed Clinicians.

2. An Alcohol or other drug (AOD) counselor that is 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA), and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, Cal. Code Regs., tit. 9, Div. 4, chapter 8.

3. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

4. A Medi-Cal Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements.

G. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications, and licensure shall be contained in personnel files.

H. Physicians shall receive a minimum of five (5) hours of continuing medical education related to addiction medicine each year, and proof of completion shall be submitted to COUNTY upon completion and/or request by COUNTY. Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year, and proof of completion shall be submitted to COUNTY upon completion and/or request by COUNTY.

I. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8. Counselor or registrant staff shall comply with the code of conduct developed pursuant to 9 CCR Section 13060, of the organization or entity by which they were registered, licensed or certified. Personnel records of counseling staff employed by CONTRACTOR shall contain written documentation of licensure, certification or registration to obtain certification along with a copy of the code of conduct of the registrant's or certified counselor's certifying organization. These records are subject to review by COUNTY as requested and must be submitted to COUNTY on a quarterly basis (first Monday in July, October, January and April) or as requested by COUNTY, with a list of all active counselors or registrants certification or license with expiration dates noted.

J. CONTRACTOR will ensure that at least 30% of all staff providing SUS counseling services are certified by an approved certifying organization, or appropriately professionally licensed. CONTRACTOR will ensure that all requirements specified in Mental Health & Substance Use Disorder Services Information Notices Nos. 15-007 and 16-058 and 9 CCR, Division 4, Chapter 8 are followed. On a quarterly basis or as requested by COUNTY, CONTRACTOR will submit a list to COUNTY that contains the certification information for all of the CONTRACTOR's active counselors.

K. CONTRACTOR shall only employ or subcontract with a Medical Director who, prior to the delivery of services under this Agreement, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR Section 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this Agreement, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR Section 431.107.

L. SUS Medical Director shall: (1) ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care, (2) ensure that physicians do not delegate their duties to non-physician personnel, (3) develop and implement written medical policies and standards for the provider, (4) ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards, (5) ensure that the medical decisions made by physicians are not influenced by fiscal considerations, (6) ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for members, and determine the medical necessity of treatment for members, (7) ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section. The SUS Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUS Medical Director shall remain responsible for ensuring all delegated duties are properly performed. The SUS Medical Director roles, responsibilities, and standards specified in this section shall be available in written format, signed/dated at the time of hire and annually thereafter at the start of the fiscal year by the SUS Medical Director and Program Representative, and submitted to COUNTY within thirty (30) days of hiring/subcontracting of the SUS Medical Director or within thirty (30) days of execution of this Agreement.

V. Section 59 (QUALITY ASSURANCE) of the Agreement is revised to read as follows:

59. **QUALITY ASSURANCE**. CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, medication monitoring, coordination of physical and mental health services, and which details a system for verifying that all services provided and claimed for reimbursement meet DMC-ODS definitions and are documented accurately, in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its Quality Assurance plan to VCBH for review.

VI. Section 62 (PATIENT'S/CLIENTS' RIGHTS) of the Agreement is revised to read as follows:

62. **MEMBERS' RIGHTS AND PROTECTIONS.** CONTRACTOR shall comply with and ensure its employees and subcontracted providers observe and protect, all applicable members' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, titles 9 and 22, and 42 C.F.R. part 438.100 and have written policies guaranteeing members' rights and protections. Further, CONTRACTOR shall comply with all members' rights policies provided by COUNTY. CONTRACTOR shall ensure that members have the right to:

1. Receive information regarding the Contractor's PIHP and plan in accordance with 42 CFR § 438.10.
2. Be treated with respect and with due consideration for their dignity and privacy.
3. Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand.
4. Participate in decisions regarding their health care, including the right to refuse treatment.
5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion.
6. If the privacy rule, as set forth in 45 CFR parts 160 and 164 subparts A and E, applies, request and receive a copy of their medical records, and request that they be amended or corrected, as specified in 45 CFR § 164.524 and 164.526.
7. To be furnished health care services in accordance with 42 CFR Sections 438.206 through 438.210.

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'/members' 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 requirements specified in all applicable DHCS information notices. Member information materials ("Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook") in both English, Spanish, Large Font, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all member care areas of CONTRACTOR's

facilities. CONTRACTOR shall provide all members with a copy of the "Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Drug Medi-Cal Organized Delivery System (DMC-ODS) Member Handbook" brochure and the "Substance Use Treatment Services – DMC-ODS Providers Directory."

In all facilities providing services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of members' rights, as well as a description of CONTRACTOR's complaint procedure. CONTRACTOR shall notify members that they may contact the COUNTY Patient Rights Advocate and/or the COUNTY SUS Quality Assurance Manager with any complaints.

VII. Section 66 (CONFIDENTIALITY OF RECORDS/INFORMATION) of the Agreement is revised to read as follows:

66. **CONFIDENTIALITY OF RECORDS/INFORMATION.**

A. CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to members, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, 45 CFR Section 96.132 and 42 CFR Part 2, 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/member records and information, and Electronic Health Record System records.

B. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in California Welfare and Institutions Code Section 4100.2; California Health and Safety Code Section 11977; 22 CCR Section 51009; and 42 CFR, Part 2.

VIII. Section 71 (ACCESS AND USE OF COUNTY TECHOLOGY) of the Agreement is revised to read as follows:

71. **ACCESS AND USE OF COUNTY TECHOLOGY.** CONTRACTOR will be required to use the COUNTY Electronic Health Record System to complete billing, and/or collection and submission of member data as defined by COUNTY. CONTRACTOR will access the site remotely and is responsible for its own onsite system access. Sharing of the license or passwords is a violation of the HIPAA. VCBH has purchased the system and will provide initial training and orientation. CONTRACTOR is responsible for ongoing and new staff training as needed within its organization.

CONTRACTOR will access and pull standard data reports from the system on a monthly basis to be used as a management tool for program evaluation. Data will include, but is not limited to service information (number served, location of service, service type, units of service), outcomes (contacts, outreach, referrals,

symptoms, functioning), demographics (age, gender, ethnicity), guarantor (types of payor sources), and type of diagnosis. For CONTRACTOR meetings, COUNTY will request that CONTRACTOR submit a summary of each program(s) data two (2) weeks prior to the meeting.

IX. Section 75 (TIMELY ACCESS) of the Agreement is revised to read as follows:

75. **TIMELY ACCESS.** CONTRACTOR shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Agreement standards for timely access to care and services, taking into account the urgency of need for services. CONTRACTOR will report timeliness data to COUNTY when requested by COUNTY. Submitted timeliness data will be in the format specified by COUNTY. COUNTY will monitor CONTRACTOR to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

X. Section 84 (REPORTS) of the Agreement is revised to read as follows:

84. **REPORTS.**

A. CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying the reason for overpayment and if the overpayments are due to potential fraud, (3) information about changes in a member's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

B. CONTRACTOR shall participate in the COUNTY Electronic Health Record System, as required by the DIRECTOR. CONTRACTOR shall report to COUNTY, all program, patient/member, staff, and other data and information about CONTRACTOR's services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.

C. CONTRACTOR must submit to COUNTY no later than February 1st**,** of each Fiscal Year, a Fiscal Year-End Projection Report showing actual data for the period July 1st through December 31st of the current fiscal year and also showing estimates for the remainder of the current fiscal year January 1st through June 30th. The Fiscal Year-End Projection must include the following supporting documents:

1. Salaries and benefits details for each program, indicating the employee name, title, hours worked, salaries, and total benefits.
2. Allocation worksheet
3. Total Units of Service by Procedure Code and staff taxonomy
4. General Ledger summary report for each program.

D. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, County, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.

E. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR's actual revenue and operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.

F. CONTRACTOR shall report to COUNTY the number of referrals made to "alternative" substance abuse treatment providers that were necessitated by potential or existing member/member's religious objection.

G. CONTRACTOR will report to COUNTY within one (1) business day of any significant change in operations that affects the adequacy and capacity of services.

XI. Section 90 (FEDERAL SALARY RATE CAP) of the Agreement is revised to read as follows:

90. **FEDERAL SALARY RATE CAP.** CONTRACTOR agrees that no part of any federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of $221,900 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule, located at https://www.opm.gov/ (U.S. Office of Personnel Management).

XII. Exhibit "A" (PROGRAM DESCRIPTION) of the Agreement is deleted in its entirety and replaced with new Exhibit "A" (PROGRAM DESCRIPTION), attached hereto and incorporated herein by this reference.

XIII. Exhibit "B-1" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PROVIDER SERVICE PAYMENT TERMS) attached hereto.

XIV. Exhibit "B-1" (PROVIDER SERVICE RATES) of the Agreement is deleted and replaced with the new Exhibit "B-1" (PROVIDER SERVICE RATES) attached hereto.

XV. Exhibit "B-2" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B-2" (ROOM AND BOARD PAYMENT TERMS) attached hereto.

XVI. Exhibit "B-2" (ROOM AND BOARD DAY RATE TABLE) of the Agreement is deleted and replaced with the new Exhibit "B-2" (ROOM AND BOARD DAY RATE TABLE) attached hereto.

XVII. Exhibit "E" (DEBARMENT AND SUSPENSION CERTIFICATION) of the Agreement is deleted in its entirety and replaced with new Exhibit "E" (DEBARMENT AND SUSPENSION CERTIFICATION), attached hereto and incorporated herein by this reference.

XVIII. Exhibit "K" (UTILIZATION REVIEW AND CONTRACTORS INVOICE PROCEDURE) of the Agreement is deleted in its entirety and replaced with new Exhibit "K" (UTILIZATION

REVIEW AND CONTRACTORS INVOICE PROCEDURE), attached hereto and incorporated herein by this reference.

XIX. Exhibit “N” (NOTIFICATION OF FEDERAL FUNDING FOR FY2023-24) of the Agreement is deleted in its entirety and replaced with new Exhibit “N” (NOTIFICATION OF FEDERAL FUNDING FOR FY2024-25), attached hereto and incorporated herein by this reference.

XX. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.

XXI. This Second Amendment 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.

XXII. The parties hereto agree that this Second 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Second Amendment through their duly authorized representatives as of the last date written below.

KHEPERA HOUSE

By_____
Authorized Signature

_____
Printed Name and Title

_____
Date

By_____
Authorized Signature

_____
Printed Name and Title

_____
Date

_____
Tax Identification Number

_____
Secretary of State Entity Number

COUNTY OF VENTURA

By _____
Authorized Signature

_____
Printed Name and Title

_____
Date

* If a corporation, this Second 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 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 signatory to bind the company for this Agreement.

EXHIBIT "A"

PROGRAM DESCRIPTION
Amended July 1, 2024

Provider Name: **KHEPERA HOUSE**

Program: RESIDENTIAL AND WITHDRAWAL MANAGEMENT SERVICES

1. INTRODUCTION

A. As an organizational provider agency, Contractor shall provide administrative and direct program services to COUNTY's Medi-Cal members as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For members under the age of 21, the Contractor shall provide all medically necessary substance use disorder (SUD) services required pursuant to Section 1396d(r)(r) of Title 42 of the United States Code (Welfare & Institutions Code 14184.402 (e)).

B. Contractor shall deliver services using evidence-based practice models. Contractor shall provide said services in Contractor's program(s) as described herein; and utilizing locations as described herein.

2. PROGRAM INFORMATION

Contract Period	FY 2024-2025
Program Name	Residential and Withdrawal Management Services
Service Delivery Locations	125-A, 125-B, 125-C, 125-D West Harrison St Ventura, CA 93001
Hours of Operation	24-hours, 7-days per week

3. TARGET POPULATION

A. Contractor shall provide services to the following populations:

I. Licensed Residential SUD treatment program for men in accordance with federal regulations and DHCS SUD Services Standards.

II. Licensed Withdrawal Management (WM) SUD Treatment Program for men in accordance with federal regulations and Department of Health Care Services (DHCS) Substance Use Disorder Services Standards.

4. SERVICES TO BE PROVIDED

A. CONTRACTOR shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in

the DHCS COUNTY Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Ubrary.aspx, or subsequent updates to this billing manual, to members who meet access criteria for receiving SUD services.

I. Level 3.1 Clinically Managed Low-Intensity Residential Services
II. Level 3.2 Clinically Managed Residential Withdrawal Management

B. Contractor shall observe and comply with all non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.

C. Contractor will be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to a beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering services, in accordance with and as described in the DHCS Drug Medi-Cal (DMC) Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS DMC Provider Billing Manual.

5. REFERRAL AND INTAKE PROCESS

A. Contractor shall follow the referral and intake process as outlined herein.

I. Contractor shall ensure each beneficiary receives a multidimensional American Society of Addiction Medicine (ASAM) Level of Care (LOC) assessment within seventy-two (72) hours of admission to determine that admitted members meet Diagnostic and Statistical Manual of Mental Disorders (DSM) 5 criteria for withdrawal management and/or residential substance use disorder treatment. Per DHCS Drug Medi-Cal Organized Delivery System (DMC-ODS) regulations, all service providers are required to be trained in the ASAM Criteria within thirty (30) days of hire and prior to providing clinical services.
II. Contractor is required to notify the COUNTY Substance Use Services (SUS) Care Coordination Team or designee within twenty-four (24) hours of client admission. Voicemail message or email to SUDservices@ventura.org may be left after hours and on weekends.
III. Adhere to priority admission standards and DHCS timeliness to service requirements for federal priority population groups. Each non-residential or residential substance use disorder program receiving federal block grant funds shall provide priority admission to comprehensive services in the following manner (reference 45 CFR Section 96.131):
    1. Injecting drug users,
    2. All others.
IV. Adhere to waiting list standards for non-residential or residential SUD program receiving federal block grant funds.

1. Each non-residential or residential SUD program shall establish a waiting list in compliance with DHCS standards, which includes a unique identifier for each client.
2. Injecting drug users must receive comprehensive services within one hundred twenty (120) days from the date they initially requested services. (reference 45 CFR Section 96.126.)
3. For each individual who is placed on a waiting list, the program must complete the pre-admission form which includes a unique identifier for each individual.
4. Evidence of compliance with the proper maintenance and reporting on wait list shall be made available to COUNTY upon request.

V. Offer referrals to interim services to all members on waiting list. A printed schedule for interim services will be given by Contractor staff to each individual. Contractor is also responsible for linking or provision of interim services (reference 45 CFR Sections 96.121, 96.126, and 96.131.) Evidence of compliance with the provision of interim services shall be made available to COUNTY upon request.

VI. Contractor is responsible for adhering to the human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) requirements (reference 45 CFR Sections 96.128 and 96.121), including, but not limited to:
1. Providing each client with information on the availability (time and location) for HIV/AIDS testing and pre- and post-test counseling.
2. Facilitating the members' access to above service to the extent necessary.
3. Referring the client to the COUNTY Public Health Department HIV office should it become known to the Contractor that the client is HIV-positive.
4. Maintaining the most current HIV/AIDS services directory on premises.
5. Distributing information on HIV/AIDS provided by COUNTY when conducting outreach activities.

VII. Contractor is responsible for adhering to tuberculosis (TB) requirements (reference 45 CFR Sections 96.121 and 96.127), including, but not limited to:
1. Counseling/providing information to each client on TB.
2. Testing to determine whether further evaluation and/or treatment is necessary.
3. Referral to a COUNTY approved x-ray clinic, or to Contractor's physician (at Contractor's cost) for those individuals registering a positive skin test.

VIII. Referral to the COUNTY Public Health Department if treatment is required.

IX. Contractor shall not deny access to medically necessary services, including all FDA-approved medications for Opioid Use Disorder (OUD) if a member meets the medical necessity criteria for DMC-ODS services. Members shall not be put on a wait list to access any medically necessary services.

6. PROGRAM DESIGN

A. Contractor shall maintain programmatic services as described herein.

I. Contractor shall furnish residents with an alcohol and other drug-free supportive environment conducive to the delivery of therapeutic services.

II. Contractor shall provide Residential Treatment Services. Residential Treatment Services are delivered to members when medically necessary in a short-term residential program corresponding to ASAM level:

1. Level 3.1 - Clinically Managed Low-Intensity Residential Services.
2. Residential Treatment services for adults in ASAM Levels 3.1 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by DHCS, residential facilities licensed by the Department of Social Services, Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health (DPH), and Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by DPH.
3. All facilities delivering Residential Treatment services under DMC-ODS must also be designated as capable of delivering care consistent with the ASAM Criteria.
4. Contractor's Residential treatment facilities licensed by DHCS offering ASAM levels 3.1, and 3.2-WM must also have a DHCS LOC Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.
5. All Residential services provided to a client while in a residential facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in- person services and the in-person treatment milieu; most services in a residential facility shall be in-person. A client receiving Residential services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each client

shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

6. Residential Treatment Services include the following service components:
    a. Assessment
    b. Care Coordination
    c. Counseling (Individual and group)
    d. Family Therapy
    e. Medication Services
    f. Medications for Addiction Treatment (MAT) for Opioid Use Disorders (OUD)
    g. MAT for Alcohol Use Disorders (AUD) and other non-opioid SUD
    h. Patient Education
    i. Referral to Recovery Services
    j. SUD Crisis Intervention Services
7. Residents 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 of activities. However, this does not allow for a program to permit residents to drive other residents in company/program owned vehicles.

III. Contractor shall provide ASAM Level 3.2-WM: Clinically managed residential WM (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting). Contractor will provide up to seven (7) days of WM services to members. Contractor will notify the COUNTY SUS Care Coordination Team within 24 hours of admission and submit necessary paperwork for any extension of services meeting medical necessity beyond seven (7) days. Contractor will notify the COUNTY immediately when there is a recommendation for a transition to a higher level of care, such as hospitalization.

1. WM Services include the following service components:
    a. Assessment
    b. Care Coordination
    c. Medication Services
    d. MAT for OUD
    e. MAT for AUD and other non-opioid SUDs
    f. Observation
    g. Referral to Recovery Services
2. Each beneficiary shall reside at the facility. All members receiving WM services, shall be monitored during the detoxification process. WM Services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the

assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing WM.

IV. MAT

1. MAT includes all FDA-approved drugs and biological products to treat Alcohol Use Disorder (AUD), OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care.
2. When MAT is being provided as a standalone service, MAT includes the following components:
    a. Assessment
    b. Care Coordination
    c. Counseling (individual and group counseling)
    d. Family therapy
    e. Medication services
    f. Patient education
    g. Prescribing and monitoring for MAT for OUD and AUD and non-opioid SUDs which is prescribing, administering, dispensing, ordering, monitoring, and/or managing the medications used for MAT for OUD, AUD and non-opioid SUDs
    h. Recovery services
    i. SUD crisis intervention services
    j. Withdrawal management services
3. The Contractor shall demonstrate that they either directly offer or have an effective referral mechanisms/process to MAT to members with SUD diagnoses that are treatable with FDA-approved medications and biological products. An effective referral mechanism/process is defined as facilitating access to MAT off-site for members while they are receiving treatment services if not provided on-site. Providing a member, the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the member is compliant whether or not they seek reimbursement through DMC-ODS. Members needing or utilizing MAT shall be served and cannot be denied treatment services or be required to be tapered off medications as a condition of entering or remaining in the program. The Contractor shall monitor the referral process or provision of MAT services.
4. All medications and biological products utilized to treat SUDs, including long-acting injectables, continue to be available

through the Medi-Cal pharmacy benefit without prior authorization, and can be delivered to provider offices by pharmacies.

5. Members needing or utilizing MAT shall be served and cannot be denied treatment services or be required to decrease dosage or be tapered off medications as a condition of entering or remaining in the program. Contractor offering MAT shall not deny access to medication or administratively discharge a member who declines counseling services. For patients with lack of connection to psychosocial services, more rigorous attempts at engagement in care may be indicated, such as using different evidence-based practices, different modalities (e.g., telehealth), different staff, and/or different services (e.g., Medi-Cal Peer Support Services). If Contractor is not capable of continuing to treat the member, Contractor shall assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
6. Medically necessary services are provided in accordance with an individualized problem list/treatment plan determined by a licensed physician or Licensed Practitioner of the Healing Arts (LPHA) working within their scope of practice. Contractor shall ensure care coordination to coordinate care with treatment and ancillary service providers and facilitate transitions between levels of care. Members may simultaneously participate in MAT services and other ASAM LOCs.

V. Contractor shall provide Care Coordination. Care Coordination shall be provided to a client in conjunction with all levels of treatment in accordance with DHCS Behavioral Information Notice (BHIN) 23-001 or subsequent amendments.

7. DISCHARGE CRITERIA AND PROCESS

A. Contractor will engage in discharge planning beginning at intake for each client served under this Agreement. Discharge planning will include regular reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

B. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

C. Contractor will contact COUNTY Care Coordination Team for assistance in discharge planning, transitions of care and any other needs the client may have. Contractor will coordinate any MAT services directly with the receiving MAT service provider to ensure there are no gaps in treatment.

D. Contractor must provide notification to the COUNTY within twenty-four (24) hours of admission of a new beneficiary. Contractor must submit a stay authorization request to the COUNTY by the 5th calendar day of admission. COUNTY shall review the Diagnostic Statistical Manual (DSM) diagnosis and full ASAM Criteria assessment submitted by the residential provider to ensure that the beneficiary meets the requirements for the service. For approvals, the COUNTY shall provide authorization within twenty-four (24) hours of receipt of the submission and shall cover the residential treatment care. If the COUNTY does not authorize the residential stay, the COUNTY will arrange for placement in the appropriate level of care and coordinate with the residential treatment provider to provide care coordination to ensure the beneficiary is able to enter treatment at the recommended level of care.

E. COUNTY will respond to all submitted Residential Continued Stay Authorization request within twenty-four (24) hours of receipt. Upon review of the Treatment Authorization Request (TAR) and supporting documents, COUNTY will approve the request, deny the request or request additional information. Continuing authorization requests are to be submitted to the COUNTY via the Residential TAR before the expiration date of the current authorization.

8. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

A. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

B. Contractor shall provide treatment services in accordance with treatment standards promulgated by the DHCS including those pertaining to quality and effectiveness through a system of documented continuous review, evidence- based practices and program improvements based on established outcome measures and performance. Contractor shall manage service delivery and provide COUNTY with reports and measured outcome data.

C. Contractor shall work collaboratively with COUNTY to develop process benchmarks and monitor progress in the following areas:

I. Contractor will collaborate with the COUNTY in the collection and reporting of performance outcomes data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS.

II. Contractor will report on the following performance outcomes and data, as requested by COUNTY:

1. Number of admissions
2. Number of completions

3. Monthly Time to service data (DATAR)
4. Monthly CalOMS Report (Admission, Discharge and Annual)
5. Use of Evidenced Based Practices (EBP) programming (Motivational Interview, Cognitive Behavior Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education)
6. Monthly ASAM LOC Report
7. Monthly Performance Metrics Requirements (Access, Timeliness and Quality)
8. Submit Performance Improvement Project (PIP) for either clinical or non- clinical per External Quality Review Organization (EQRO) requirements.

9. REPORTING AND EVALUATION REQUIREMENTS

A. Contractor shall complete all reporting and evaluation activities as required by the COUNTY and described herein.

I. Contractor will coordinate with COUNTY Public Health Department for on- site consultation visits.
II. Contractor shall comply with all audit recommendations (if any) specified in its most recent audit which is incorporated herein by this reference for services hereunder and agrees to take prompt corrective action to eliminate any material noncompliance or weakness found as a result of such audit prior to the termination of this Agreement.
III. Contractor will submit identified applicable data and information requirements as contained in Mental Health Substance Use Disorder (MHSUDS) Information Notice No. 18-011, Federal Network Adequacy Standards for Mental Health Plans (MHPS) and DMC-ODS Pilot Counties.
IV. Contractor shall complete an Incident Report Form regarding any unusual circumstances involving a client(s) and submit the form to the COUNTY SUS residential case manager or clinical coordinator within twenty-four (24) hours.
V. Contractor to send bed availability daily to COUNTY at SUDservices@ventura.org.
VI. Contractor will submit identified applicable data and information requirements as contained in MHSUDS Information Notice No. 18-011, Federal Grievance and Appeal System Requirements With Revised Beneficiary Notice Templates and applicable information notices.

10. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

A. COUNTY will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the

performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.

B. COUNTY will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.

C. COUNTY will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that COUNTY has capacity and capability to provide this assistance. In doing so, the COUNTY is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.

D. Any requests for technical assistance by Contractor regarding any part of this Agreement shall be directed to the COUNTY's designated contract monitor.

E. Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first thirty (30) days of their first day of work. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.

   I. These trainings shall be conducted by COUNTY or, at COUNTY's discretion, by Contractor staff, or both, and may address any standards contained in this Agreement.
   II. Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.

F. Additional training requirements for 3.2 WM include: (1) certification in cardiopulmonary resuscitation, (2) certification in first aid, (3) training in the use of Naloxone, (4) six (6) hours of orientation training for all personnel providing WM services, monitoring and supervising of the provision of WM services, (5) repeating the orientation training within fourteen (14) days for returning staff following a 180 continuous day break in employment, (6) eight (8) hours of training annually that covers the needs of residents who receive WM services, (7) training documentation must be maintained in personnel records, (8) and personnel training shall be implemented and maintained by the licensee pursuant to CCR, Title 9, Section 10564(k).

G. Contractor will comply with all treatment standards and provide ongoing staff training to ensure that these standards will be maintained and known by all staff.

EXHIBIT "B-1"

PROVIDER SERVICE PAYMENT TERMS

KHEPERA HOUSE
Amended July 1, 2024

A. The maximum total amount for the services specified in Exhibit "B," for the service period of July 1, 2024 through June 30, 2025, shall not exceed **$980,204**. This not to exceed amount is not a guaranteed sum but shall be paid only for services actually rendered. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years. The provider service rates are specified in Exhibit "B-Attachment A." The funding sources for this Agreement could include Drug Medi-Cal Organized Delivery System (DMC-ODS) Federal Financial Participation (FFP), 2011 Realignment, SUBG, AB109 funds, and State General Funds.

B. CONTRACTOR shall enter claims data into the COUNTY's Electronic Health Record System within the timeframes established by COUNTY. CONTRACTOR shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended. CONTRACTOR will review the DHCS Billing Manual periodically to ensure CONTRACTOR is aware of any changes and utilizing the information from the most current version of the manual.

C. CONTRACTOR shall bill COUNTY monthly in arrears by invoice using CONTRACTOR's own letterhead or format and include a signed Certification of Claims form (Exhibit "L"), a printout from COUNTY's Electronic Health Record System of billable services (invoices shall be based on claims entered into the COUNTY's Electronic Health Record System for the prior month, and a copy of the DATAR report must accompany each monthly invoice. COUNTY will complete a reconciliation of the units of service and rates against the payments made to CONTRACTOR to identify any over or under payments. COUNTY is entitled to recover and CONTRACTOR shall remit any amount overpaid to CONTRACTOR within forty-five (45) days of any COUNTY completed reconciliation. COUNTY will remit any additional payments required to the CONTRACTOR upon any COUNTY completed reconciliation.

All invoices submitted shall clearly reflect all required information regarding the services for which invoices are made, in the form and content specified by COUNTY. CONTRACTOR shall submit delivered units of service with appropriate documentation, along with the invoice for reimbursement. No service that has been or will be reimbursed by any other revenue source can be invoiced by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, and 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.

D. TIMELY BILLING. CONTRACTOR shall generate a monthly Timely Billing Report for Outpatient Programs that has been reviewed by CONTRACTOR's Chief Financial Officer, Controller, or highest ranking accounting officer. CONTRACTOR's accounting officer's signature on the report indicates that timeliness related to billing will be managed to achieve an average of three business days or less for full-use users of the County Electronic Health

Record System and an average of six business days or less for billing-only users of the County Electronic Health Records System, from the time of service to the date of entry in COUNTY's Electronic Health Record System. The signed Timely Billing Report must be attached with the monthly invoice and submitted to COUNTY. CONTRACTOR shall ensure that all data is entered in a timely manner in order to produce the most accurate reports.

E. Payment shall be made upon the submission of approved invoices to COUNTY. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the COUNTY's Electronic Health Record System. The payment is based on the hourly rate as detailed in Table 1 by provider type, in Exhibit "B-Attachment A." COUNTY's payments to CONTRACTOR for performance of claimed services are provisional and subject to adjustment until the completion of all reconciliation activities. COUNTY's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Section 82, Audit of Services, Subsections D and E. All payments and claimed expenses shall be subject to audit and reconciliation. COUNTY agrees to pay CONTRACTOR approved services rendered, less any services that are disallowed for any reason by the COUNTY Quality Assurance Division. CONTRACTOR shall be liable for any expenses incurred by CONTRACTOR in excess of the contract maximum. In no event shall the maximum amount payable hereunder exceed the maximum contract amount under this Agreement, as specified in Exhibit "B," Section A.

F. CONTRACTOR has submitted to COUNTY for its review and consideration a budget that contains estimated staffing which is applicable under this Agreement. COUNTY will use this information as an ongoing monitoring guide, and will also include in COUNTY monitoring the measure of productivity, service level expectation, and the ability to achieve outcomes as specified in this Agreement.

G. DMC-ODS reimbursement provision: For DMC-ODS eligible services, COUNTY acknowledges its responsibility to pay CONTRACTOR with respect to services provided to DMC-ODS members under this Agreement, CONTRACTOR shall comply with Drug Medi-Cal State Plan and DMC-ODS Waiver requirements. The DMC-ODS reimbursement is composed of FFP, State Funds Realignment, and Local Matching Funds (County Resources). COUNTY requests that CONTRACTOR maximize services under this Agreement utilizing DMC-ODS funding as applicable. CONTRACTOR must accept as payment in full the amounts paid by COUNTY in accordance with this Agreement. CONTRACTOR may not demand any additional payment from DHCS, member, or other third-party payers.

H. CONTRACTOR may not redirect or transfer funds from one funded program to another funded program under which CONTRACTOR providers services pursuant to this Agreement except through a duly executed amendment to this Agreement.

I. CONTRACTOR may not charge services delivered to an eligible member under one funded program to another funded program unless the member is also eligible for services under the second funded program.

J. 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 his or her designee prior to performance thereof.

K. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member

for any SUD or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments (CCR, tit 9 Section 1810.365(a)).

L. CONTRACTOR shall not charge any members or third-party payers any fee for service unless directed to do so by the Director at the time the member is referred for services. When directed to charge for services, CONTRACTOR shall use the uniform billing and collection guidelines prescribed by DHCS.

M. CONTRACTOR or subcontractor of CONTRACTOR shall not hold members liable for debts in the event that the COUNTY becomes insolvent; for costs of covered services for which the State does not pay the COUNTY; for costs of covered services for which the State or the COUNTY does not pay the COUNTY's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the COUNTY; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a member. 42 CFR 438.106 and Cal Code Regs Title 9 1810.365(c).

N. CONTRACTOR agrees to hold harmless both the State of California and members in the event the COUNTY cannot or does not pay for services performed by the CONTRACTOR pursuant to this contract.

O. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by COUNTY or state or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, COUNTY agrees to meet with CONTRACTOR to discuss renegotiating the services required by this Agreement.

P. COUNTY will not remit payment for services to any entity or financial institution that is located outside of the United States of America. CONTRACTOR certifies, by executing this Agreement, that it and its subcontractors are located (and, where CONTRACTOR and/or its subcontractors are corporations, incorporated) in the United States of America.

Q. COUNTY will not remit payment for services furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the DHCS or COUNTY failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. section 1396b(i)(2)).

R. In accordance with 42 C.F.R. 438.608(a)(8) and 42 C.F.R. part 455.23, in cases where there is a credible allegation of fraud for which an investigation is pending under the Medicaid program against CONTRACTOR or their network provider, COUNTY shall suspend all payments to CONTRACTOR, unless there is good cause not to suspend payments or to suspend payment only in part.

S. COUNTY will not remit payment for the furnishing of health care, utilization review, medical social work, or administrative services under this Agreement: (1) by CONTRACTOR or any individual or entity during any period when CONTRACTOR, the individual, or entity is excluded from participation under the Social Security Act, sections 1128, 1128A, 1156 or 1842(j)(2), (2) that is provided by any individual, entity, at the medical direction or on the prescription of a physician, during the period when the individual, entity, or physician is excluded from participation under titles V, XVIII, or XX or pursuant to sections 1128, 1128A, 1156, or

1842(j)(2) of the Social Security Act and when the person furnishing such items or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person), (3) if the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual, entity, or physician, unless the State determines there is good cause not suspend such payments, or (4) in respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

T. Investigations and Confidentiality of Administrative Actions. If CONTRACTOR is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend CONTRACTOR from the DMC program, pursuant to W&I Code Section 14043.36(a). Information about CONTRACTOR's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I Code Section 14107.11 and Code of Federal Regulations, Title 42, Section 455.23. COUNTY is to withhold payments to a DMC provider during the time a payment suspension is in effect. COUNTY has executed a Confidentiality Agreement with DHCS which permits DHCS to communicate with COUNTY concerning subcontractor providers that are subject to administrative sanction.

U. CONTRACTOR shall be subject to suspension pursuant to W&I Code section 14043.61 if claims for payment are submitted for services provided to a Medi-Cal member by an individual or entity that is ineligible to participate in the Medi-Cal program.

V. 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.

W. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "L" (Certification of Claims for Payment for Services Rendered), attached hereto and made a part hereof by this reference.

X. Notwithstanding any other provision of this Agreement, DMC-ODS services provided hereunder by CONTRACTOR, shall comply with and be compensated in accordance with all applicable Federal, State, and COUNTY laws, regulations, requirements, and any amendments or changes thereto, including but not limited to, DHCS D/MC Title 9, Chapter 11, the State DHCS Cost Reporting Data Collection Manual, Title 19 of the Social Security Act, Title 22 of the California Code of Regulations, Section 51516, and policy letters issued by the DHCS, regulations and requirements as specified by DHCS. It is understood that such services will subsequently be billed by COUNTY for DMC-ODS FFP reimbursement and State match when applicable.

Y. CONTRACTOR shall ensure that all services provided under this Agreement which are eligible for DMC-ODS FFP reimbursement shall be reported to COUNTY in accordance with COUNTY reporting timelines, instructions and formats. COUNTY in its sole discretion may withhold payment to CONTRACTOR if CONTRACTOR does not comply with such reporting timelines, instructions, and formats as required by COUNTY. COUNTY shall be responsible for billing the appropriate entity for reimbursement of the DMC-ODS services provided and reported by CONTRACTOR to COUNTY.

Z. CONTRACTOR understands and agrees that all DMC-ODS FFP revenue generated by the services provided by CONTRACTOR under this Agreement shall be reimbursed to COUNTY.

AA. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable or responsible to CONTRACTOR for any payment for any disallowed DMC-ODS services provided hereunder, which are the result of CONTRACTOR's sole negligence in providing DMC-ODS services under this Agreement. CONTRACTOR shall be required to fully reimburse COUNTY for any payment by COUNTY to CONTRACTOR that is subsequently disallowed through Federal, State, county or any other entity audit(s) or review(s) including any services that are disallowed for any reason by the VCBH Quality Assurance Division.

BB. Claims deemed unallowable shall be subject to recoupment or recovery by COUNTY.

CC. CONTRACTOR shall not bill members for covered services under a contractual, referral, or other arrangement with COUNTY in excess of the amount that would be owed by the individual if the COUTY had directly provided the services (42 U.S.C 1396u-2(b)(6)(C)).

DD. Any cost sharing imposed on members shall be in accordance with 447.50 through 447.82 of Code of Federal Regulations Chapter 42.

EE. If CONTRACTOR is a non-profit organization or entity, and receives SUBG 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.

FF. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to treatment coordination, service utilization and outcomes, documentation and reporting requirements.

EXHIBIT "B-1"

PROVIDER SERVICE RATES

KHEPERA HOUSE
Amended July 1, 2024

A. In consideration of the services specified in EXHIBIT "A" PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, only for approved SUD DMC-ODS services provided hereunder to Ventura County members, referred by COUNTY, at the agreed upon rates specified below in Table 1: Provider Type Hourly Rates. Table 1 lists the hourly rate by provider type, as determined by the correct Taxonomy Code for the providers' scope of practice. The Provider Type is the basis for the reimbursement of the allowed procedures that CONTRACTOR's providers are authorized to provide per this Agreement and DHCS Billing Manual.

Table 1. Residential Treatment Services Rates		
Treatment Services	**Unit Rate**	**Contract Max**
Residential Day Services		
ASAM Level of Care 3.1	$186.62	
Withdrawal Management (WM) Level of Care 3.2	$251.94	
Outpatient Services Per Hour		
LPHA	$212.81	
ADTS	$176.52	
FY24-25 Exhibit B-1 Maximum		**$848,277**

EXHIBIT "B-2"

ROOM AND BOARD PAYMENT TERMS

KHEPERA HOUSE
Amended July 1, 2024

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount for the Room and Board services specified in this Exhibit "B-2," for the service period of July 1, 2024 through June 30, 2025, shall not exceed **$131,927.** The funding sources for this Agreement could include SUBG Discretionary Assistance Listing # 93.959, and 2011 Realignment.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget or room and board day rate table (see room and board rate table). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein, for the services specified in Exhibit "B-2," exceed the maximum amount specified in Section A above.

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

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

E. 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.

F. Costs and/or expenses deemed unallowable shall be subject to recoupment. If the allowability or appropriateness of an expense cannot be determined because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles/audit standards, all questionable costs may be disallowed and payment withheld or payment recouped/recovered by COUNTY. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

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.

EXHIBT "B-2"
ROOM AND BOARD DAY RATE TABLE

KHEPERA HOUSE
Amended July 1, 2024

A. Room and Board SUBG discretionary funds, may be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities for food and lodging expenses only.

As an essential support service in SUD continuum of care, the following guidance must be adhered to:

- all residents must be actively engaged in SUD treatment services;
- residents' stay is limited to short term (up to 24 months);
- facility is secure, safe, and alcohol and drug free; and
- guidelines for monitoring and oversight must be developed, and fulfill all SUBG reporting requirements.

	12 Months		
Treatment Service Category	**Total Ventura County Projected Units**	**Unit Rate**	**Not To Exceed**
Room & Board	4,032	$32.72	$131,927

EXHIBIT "E"

DEBARMENT AND SUSPENSION CERTIFICATION
AMENDED JULY 1, 2024

CONTRACTOR and its duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Agreement, CONTRACTOR agrees to comply with federal suspension and debarment regulations found in 2 CFR 180, 2 CFR 376 and 48 CFR Sections 9.400 et seq. "Debarred" means excluded or disqualified from contracting with the federal, state or local government.

2. By signing this Agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that CONTRACTOR, its principals, and subcontractors for the furnishing of health care, utilization review, medical social work, or administrative services:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

    b. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

    d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

    e. Have not, within a three-year period preceding this agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

    f. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

    g. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the VCBH Contract Manager.

4. If CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.

5. CONTRACTOR must ensure that both the Office of the Inspector General's Exclusion List, the Medi-Cal List of Suspended or Ineligible Providers, and the Excluded Party List System/System for Award Management database are checked on a monthly basis, prior to providing any service under this Agreement.

6. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.

7. COUNTY shall not certify any individual or organizational provider as a Drug Medi-Cal provider, or otherwise pay any provider with Drug Medi-Cal funds, if the provider is listed on either the Office of Inspector General's Exclusion List, Drug Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database. Any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR's certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR's certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR: **KHEPERA HOUSE**

BY_____ _____ _____
Authorized Signature Printed Name and Title Date

BY_____ _____ _____
Authorized Signature Printed Name and Title Date

EXHIBIT "K"

Utilization Review and Contractors Invoice Procedure
Amended July 1, 2024

1. Utilization Review staff will contact CONTRACTOR to schedule the chart review site visits.

2. A random selection of charts documenting services provided the previous month will be reviewed, per COUNTY policy.

3. **For out of county contractors** who are not directly entering billing into the COUNTY Electronic Health Record System, all clinical documentation for the previous month, including updated problem lists or treatment plans and assessments, will be encrypted and emailed to VCBH Quality Assurance Utilization Review at QM.UR@ventura.org.

4. CONTRACTOR will submit its monthly invoice(s) to VCBH Fiscal Administration Accounts Payable by email to: bh_accountspayable@ventura.org or by mail to:

   Ventura County Behavioral Health
   Fiscal Administration Accounts Payable
   1911 Williams Drive, Suite 210
   Oxnard, CA 93036

   Invoices **MUST** include the following information: (1) remit to name and address, (2) invoice date, (3) invoice number, (4) federal identification number, (5) service month, (6) rate(s), (7) units of service, and (8) Electronic Health Record System report from the County system that demonstrates and ties to the specific units of service that are included in the invoice.

5. Utilization Review staff will review documentation for compliance with the DHCS documentation standards and notify CONTRACTOR of any out of compliance items via a "Chart Remediation" memo, on a quarterly basis. If the CONTRACTOR does not remediate issues and demonstrates continuous areas of concern and/or disallowances, the frequency of the Utilization Reviews may increase. Items that may be corrected to prevent disallowance of units will be identified and CONTRACTOR will have two (2) weeks to return evidence of correction to the Utilization Review office.

6. Items that are not remediated or cannot be corrected will be noted and units will be disallowed from CONTRACTOR's invoice. CONTRACTOR's invoice will be reduced to reflect the reduction of the disallowed units multiplied by the associated unit rate of service.

EXHIBIT "M"

NOTIFICATION OF FEDERAL FUNDING FOR FY 2024-25

Ventura County Behavioral Health is providing notification to CONTRACTOR of the subaward of federal grant funds that are included in CONTRACTOR's Agreement with Ventura County Behavioral Health. The table below provides all required information related to the subaward of federal grant funds.

Subrecipient Name:		KHEPERA HOUSE								
Subrecipient Unique Entity Number:		URMMTZ4NYBZ6								
Contract Number and/or Description	**Assistance Listing Number**	**Federal Award Name**	**Federal Agency**	**Federal Award ID**	**Award Date**	**Amount Obligated to Subrecipient**	**Amount Received by Subrecipient**	**Term**	**Indirect Rate**	**R&D? (Y or N)**
Residential and Withdrawal Management Services	93.959	Block Grants for Prevention and Treatment of Substance Abuse	Department of Health and Human Services	B08TI087026-01	10/01/2023 to 9/30/2025	$131,927	$131,927	7/1/2024 – 6/30/2025	Deminimis rate of 10%	N
Federal Award Description:										
The objective of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) program is to provide funds to States, Territories, and one Indian tribe for the purpose of planning, carrying out and evaluating activities to prevent and treat Substance Abuse (SA) and other related activities as authorized by the statute. The SUBG is the primary tool the Federal Government uses to fund State SA prevention and treatment programs. While the SUBG provides Federal support to addiction prevention and treatment services nationally, it empowers the States to design solutions to specific addiction problems that are experienced locally.										
Note: Federal award project descriptions can be found at beta.sam.gov.										

COUNTY OF VENTURA

By:_____
Authorized Signature

_____
Printed Name and Title

_____
Date

KHEPERA HOUSE

By:_____
Authorized Signature

_____
Printed Name and Title

_____
Date