

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF VENTURA AND NATIONAL HEALTH  
FOUNDATION

This “Fourth Amendment” to the Agreement, dated May 1, 2023, for Recuperative Care Services, is made and entered into by the **COUNTY OF VENTURA**, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), a **National Health Care Foundation** (NHF), hereinafter referred to as “CONTRACTOR”.

Agreement

The parties hereby agree that the above referenced Agreement is amended as follows:

- I. Exhibit “B” (Compensation) of the Agreement is deleted and replaced with the new Exhibit “B” (Compensation) attached hereto.
- II. Except for the modifications described herein, all other terms and conditions of the Agreement, as previously amended, shall remain in effect.
- III. This Fourth 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.
- IV. The parties hereto agree that this Fourth 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.

[SIGNATURE PAGE TO FOLLOW]

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

**COUNTY OF VENTURA**

**NATIONAL HEALTH FOUNDATION**

\_\_\_\_\_  
HCA Director or Designee

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL HEALTH FOUNDATION**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer or 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 "B"**  
Compensation  
As amended October 8, 2024

The maximum amount of this Contract shall be as follows,

- a. for the term May 1, 2023 through December 31, 2023 (CY 2023) shall not exceed \$1,417,052.
- b. For the term January 1, 2024 through December 31, 2024 (CY 2024) shall not exceed \$2,419,702.

The below table outlines the not-to-exceed (NTE) amount by expense category.

<b>Budget Category</b>	<b>CY 2023</b>	<b>CY 2024</b>
I. Staffing - at various rates based on staffing schedule provided to County	\$ 958,585	\$ 1,681,492
II. Program Expenses	\$ 294,976	\$ 530,661
III. Homeless Housing Assistance and Prevention Program (HHAP) – Expenses (receipts required)	\$ 163,491	\$ 207,549
<b>Total Contract NTE by CY</b>	<b>\$ 1,417,052</b>	<b>\$ 2,419,702</b>

**Payment Provisions**

1. HHAP dollar grant funds awarded to COUNTY in 2023 and the compensation for this Contract will be adjusted according to the HHAP dollar grant funds awarded to CONTRACTOR for CY 2024.
2. CONTRACTOR shall bill COUNTY monthly in arrears by invoice in the form and content specified by COUNTY, along with a signed Certificate of Documentation for Recuperative Care.
3. Invoices must include supporting documentation listed by budget category approved by County Program Manager.
  - a. All invoices 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 services with appropriate documentation along with the invoice for reimbursement. Following receipt of a completed and correct invoice and approved by COUNTY. CONTRACTOR shall then be paid within thirty (30) working days of submission of a valid invoice to COUNTY.
4. Upon thirty (30) days' written notice to and approval from COUNTY, a category in CONTRACTOR's operational budget may fluctuate up to 20%. Fluctuation greater than 20% must be approved by COUNTY Program Manager. Any approved increase to a line-item must identify a corresponding decrease to ensure that the total contract maximum as set forth in Exhibit "B" is not exceeded, excluding HHAP funds which are budgeted and tracked separately.

Invoices are to be sent to the following address:

Ventura County Ambulatory Care  
Attn: Whole Person Care  
800 South Victoria Ave., L #4610  
Ventura, CA 93009

or [vcmc.accountspayable@ventura.org](mailto:vcmc.accountspayable@ventura.org)  
VCMC Accounts Payable  
800 South Victoria Ave., L #4610  
Ventura, CA 93009