

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA
AND VENTURA COUNTY OFFICE OF EDUCATION (VCOE)**

This “First Amendment” to the Agreement, dated July 1, 2024 for Wellness Center services, is made and entered into by and between **THE COUNTY OF VENTURA**, hereinafter referred to as “COUNTY”, acting through its Behavioral Health Department, a primary service provider, and **VENTURA COUNTY OFFICE OF EDUCATION (VCOE)** hereinafter referred to as “CONTRACTOR”.

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

- I. Exhibit “B” (PAYMENT PROVISIONS) of the Agreement is deleted and replaced with new Exhibit “B” (PAYMENT PROVISIONS), attached hereto.
- II. Except for the modification described herein, all other modifications and terms and conditions of the Agreement, shall remain in effect.
- III. This First 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 First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

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

**VENTURA COUNTY OFFICE
OF EDUCATION**

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**VENTURA COUNTY OFFICE
OF EDUCATION**

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, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

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

EXHIBIT "B"
PAYMENT PROVISIONS
VENTURA COUNTY OFFICE OF EDUCATION
Amended October 29, 2024

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period July 1, 2024 through June 30, 2026 shall not exceed a budget of **\$3,975,967** See attached budget.

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.
- 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) business 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 DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

BUDGET

A.

	BUDGET LINE ITEM	July 1 2024 - June 30, 2025	July 1, 2025 - June 30, 2026
I	DIRECT OPERATING EXPENSES		
A	SALARIES & BENEFITS		
a	VCOE Staffing Cost	\$ 118,333.00	\$ 123,066.32
	Salaries Sub Total	\$ 118,333.00	\$ 123,066.32
	Benefits	\$ 62,466.00	\$ 64,964.64
	Sub Total Salaries & Benefits	\$ 180,799.00	\$ 188,030.96
II	DIRECT OPERATING EXPENSES		
A	PROFESSIONAL SERVICES		
a	District Contracts (new)	\$ 1,040,000.00	\$ 1,040,000.00
b	District Contracts (one-time add'l funds)	\$ -	\$ -
c	District Contracts (revised for additional staff salary)	\$ 377,669.31	\$ 377,669.31
d	Clinician Contract	\$ -	\$ -
e	Consultant Services	\$ 92,000.00	\$ 92,000.00
	Sub Total Professional Services	\$ 1,509,669.31	\$ 1,509,669.31
B	CONFERENCES, MEETINGS, ACTIVITIES		
a	Mileage, Travel, Professional Development	\$ 20,000.00	\$ 20,000.00
b	Facility Rental	\$ 10,000.00	\$ 10,000.00
	Sub Total Conferences, etc.	\$ 30,000.00	\$ 30,000.00
C	PROGRAM EXPENSE		
a	Materials and Supplies	\$ 100,000.00	\$ 98,837.92
	Sub Total Program Expense	\$ 100,000.00	\$ 98,837.92
	Sub Total Section II	\$ 1,639,669.31	\$ 1,638,507.23
III	INDIRECT COSTS / ADMINISTRATION		
a	Total section II + section III	\$ 1,820,468.31	\$ 1,826,538.19
	VCOE (9.02%) Indirect Sub Total Section III	\$ 164,206.24	\$ 164,753.74
	Grand Total	\$ 1,984,674.55	\$ 1,991,291.93
	Contract Maximum	\$	3,975,966.49

B. Budgetary Line-Item Adjustments

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. Travel

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.