

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF VENTURA AND UNITED PARENTS**

This "First Amendment" to the Agreement for Mental Health Respite Services which became effective July 1, 2023 ("Agreement"), is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and UNITED PARENTS hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, the parties hereby agree that the Agreement is amended as follows:

- I. Effective May 14, 2024 through June 30, 2024, Exhibit "B" (PAYMENT TERMS) of the agreement is deleted and replaced with new Exhibit "B", attached hereto.
- II. Except for the modifications described herein, all other 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 First Amendment through their duly authorized representatives as of the last date written below.

COUNTY OF VENTURA

UNITED PARENTS

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

UNITED PARENTS

Authorized Signature

Printed Name

Title

Date

*If a corporation, this First Amendment must be signed by two specific corporate officers.

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

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or 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 signature to bind the company.

EXHIBIT "B"
PAYMENT TERMS

UNITED PARENTS
Respite

May 14, 2024 through June 30, 2024

- A. COUNTY shall pay CONTRACTOR in accordance with the terms and conditions set forth in this Exhibit "B" (PAYMENT TERMS), including the budgetary provisions of the table included herein, for CONTRACTOR's satisfactory performance or provision of the services and work described in Exhibit "A" (SCOPE OF WORK). Except as otherwise expressly provided in this Agreement, the maximum total sum of all payments made by COUNTY to CONTRACTOR for services and work performed or provided under this Agreement for the period of May 14, 2024 through June 30, 2024 shall not exceed **\$233,653**.
- B. Payment shall be made upon CONTRACTOR's submission of approved invoices to COUNTY, and in accordance with the operational budget for services attached hereto under EXHIBIT "B" PAYMENT TERMS. Notwithstanding any other provisions of this Agreement, in no event shall the maximum amount payable hereunder exceed the maximum amount specified in paragraph A. above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using their own company generated invoice. All claims submitted shall clearly reflect all required information including financial statements, and documentation of services rendered for which claims are made, in the form and content specified by COUNTY. A signed Certification of Claims form (Exhibit "E") must accompany each monthly invoice. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delays. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY Auditor-Controller.
- D. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "E", Certification of Claims for Payment for Services Rendered, attached hereto, and made a part hereof by this reference.
- E. 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 Ventura County Behavioral Health DIRECTOR or designee prior to performance thereof.
- F. 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.

UNITED PARENTS RESPITE
EXHIBIT "B" BUDGET
May 14, 2024 through June 30, 2024

ID	BUDGET LINE ITEM	FY 23-24 BUDGET	
I DIRECT OPERATING EXPENSES			TOTAL FTE
I SALARIES & BENEFITS			
a	Staff, see Salaries and Benefit Tab	\$ 156,645	3.74
	Salaries Sub Total	\$ 156,645	
	Benefits	\$ 26,263	
	Sub Total Salaries & Benefits	\$ 182,908	3.74
II DIRECT OPERATING EXPENSES			
A PROFESSIONAL SERVICES			Units
a	CPA Firm	\$ 1,296	
b	Paychex Human Resources	\$ 2,382	
c	Paycheck Payroll Service	\$ 1,626	
	Sub Total Professional Services	\$ 5,304	
B CONFERENCES, MEETINGS, ACTIVITIES			Units
a	Conferences & Seminars	\$ 85	
b	Employee Training & Testing	\$ 1,275	
c			
	Sub Total Conferences, etc.	\$ 1,360	
C PROGRAM EXPENSE			Unit
a	Office Lease	\$ 5,736	
b	Equipment Purchases	\$ 751	
c	Communications	\$ 2,725	
d	Facilities	\$ 1,267	
e	IT Upgrades & Development	\$ 5,328	
f	Supplies	\$ 1,321	
g	Insurance	\$ 10,487	
	Family Fun Events	\$ 4,100	
h	Auto Mileage	\$ 3,383	
	Sub Total Program Expense	\$ 35,098	
	Sub Total Section II	\$ 41,762	
Direct Operating Expense Total		\$ 224,670	Section I & II
III INDIRECT COSTS / ADMINISTRATION			Unit
a	Staff Payroll	\$ 4,028	
b	Staff Benefits	\$ 404	
c	Office Lease	\$ 869	
d	Equipment Purchases	\$ 132	
e	Facilities	\$ 71	
f	IT Upgrades & Development	\$ 940	
g	Professional Services	\$ 473	
h	Insurance	\$ 1,473	
i	General Expenses	\$ 593	
	Section III Subtotal	\$ 8,983	
	Misc. Administration Cost	\$ -	0.0%
	Sub Total Indirect Costs	\$ 8,983	
		FY 23-24	
	Contract Maximum	\$ 233,653	
Funding Sources			
	SAMHSA	CFDA# 93.958	\$ 233,653

BUDGET NOTES:

1. For the above services, specified in Exhibit "A", payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the above submitted operational budget, for services. All payments and invoiced expenses shall be subject to audit and in accordance with Federal, State, COUNTY, and local laws.
2. 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.
3. 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.