

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF VENTURA AND CLINICAS DEL CAMINO REAL, INC.**

This "First Amendment" to the Agreement, dated July 1, 2024, for Eye Movement Desensitization and Reprocessing (EMDR), is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Behavioral Health Department (VCBH), a primary service provider, hereinafter referred to as "COUNTY," and **CLINICAS DEL CAMINO REAL, INC.**, 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 TERMS) of the Agreement is deleted and replaced with the new Exhibit "B" (PAYMENT TERMS), attached hereto.
- II. Except for the modifications 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 First Amendment through their duly authorized representatives as of the last date written below.

Signed by:
CLINICAS DEL CAMINO REAL, INC.
C6590AED03E4B4D4

Authorized Signature

Gagan Pawar
Printed Name

Chief Executive Officer
Title

Date

11/12/24

COUNTY OF VENTURA

Authorized Signature

Dr. Loretta L. Denering
Printed Name

VCBH Director
Title

Date

12/6/24

CLINICAS DEL CAMINO REAL, INC.

Authorized Signature

Fred Benharash
Printed Name

Chief Financial Officer
Title

Date

11/14/2024

* 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"
PAYMENT TERMS
Amended October 29, 2024

- A. The maximum total amount of this Agreement shall not exceed **\$232,623** for the period of July 1, 2024 through June 30, 2025. This Agreement is funded with the following revenue sources: MHSA.
- B. CONTRACTOR shall be paid monthly, in arrears, at the following rates:

Services	Rate
Patient Services	
Initial Assessment and Evaluation	\$130 per hour
Individual Therapy	\$120 per hour
Psychiatrist Visit	\$160 per visit
Case Management	\$150 per hour
Initial Introduction	\$35 per client
Staff & Admin	
Case Management Meetings	\$750 per meeting
Clerical Support	\$21 per hour
Training	
EMDR Basic Training	\$2000 per training
EMDR Training Provider Time	\$2000 per provider
EMDR Advanced Certification	\$150 per hour

- 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 "F") 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 delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY Auditor-Controller.
- D. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "F", 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 VCBH 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.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended according to the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

H. DISALLOWANCE.

CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:

- Paid in one (1) cash payment
- Paid by cash payment (s) over a period determined by COUNTY
- Deducted from future claims over a period determined by COUNTY
- Deducted from any amounts due whether under this Agreement
- A combination of any or all of the above