

**THE FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE  
COUNTY OF VENTURA AND SPIRIT OF SANTA PAULA REGARDING THE BEHAVIORAL  
HEALTH BRIDGE HOUSING (BHBH) SHORT-TERM HOUSING PROGRAM**

This "First Amendment" to the Memorandum of Agreement (MOA), which became effective January 1, 2024, is made and entered into by and between The County of Ventura, operating through the Ventura County Behavioral Health Department (VCBH), and Spirit of Santa Paula.

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

- I. Effective with respect to the service period of January 1, 2024 through June 30, 2027, Exhibit "B" (PAYMENT PROVISIONS) and Budget, of the Agreement is deleted and replaced with new Exhibit "B" (PAYMENT PROVISIONS) and Budget, 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 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**

  
Authorized Signature

Dr. Loretta Demering, D-PhD, M.S.  
Printed Signature

Interim BtH Director  
Title

6-5-2024  
Date

**SPIRIT OF SANTA PAULA**

  
Authorized Signature

KAY WILSON - BOLTON  
Printed Signature

Chief Financial Officer  
Title

5/28/2024  
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 PROVISIONS**  
**SPIRIT OF SANTA PAULA**  
**January 1, 2024 through June 30, 2027**

CONTRACTOR shall be paid according to the following:

**A. PAYMENT**

The maximum total amount of the Agreement for the period January 1, 2024 through June 30, 2027 shall not exceed a budget of \$352,997. 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) 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.** 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

New Exhibit B

January 1, 2024 through June 30, 2027

A.

PERSONNEL

Position (FTE)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
General Manager	538,814/year		\$ 10,850	\$ 5,670	\$ 5,840	\$ 6,015	\$ 28,375
Shelter Manager	534,056/year		\$ 9,717	\$ 5,078	\$ 5,230	\$ 5,387	\$ 25,412
Case Manager	537,152/year		\$ 10,358	\$ 5,917	\$ 5,682	\$ 5,852	\$ 27,609
Executive Director	593,000/year		\$ 13,020	\$ 13,410	\$ 13,812	\$ 14,227	\$ 54,469
Kitchen Manager	537,152/year		\$ 10,358	\$ 5,517	\$ 5,682	\$ 5,882	\$ 27,639
Night Supervisors	573,000/year		\$ 20,706	\$ 10,821	\$ 11,415	\$ 11,490	\$ 54,422
Estimated 3% annual increase		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL SALARIES</b>		\$ -	\$ 75,409	\$ 46,013	\$ 47,661	\$ 48,843	\$ 217,928
Benefits Rate (percent)		9.00%	9.00%	9.00%	9.00%	9.00%	
<b>BENEFITS</b>		\$ -	\$ 6,787	\$ 4,141	\$ 4,289	\$ 4,396	\$ 19,613
<b>TOTAL PERSONNEL</b>		\$ -	\$ 82,196	\$ 50,154	\$ 51,950	\$ 53,239	\$ 237,539

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Food/Meals	52.50/meal 3% annual increase		\$ 2,773	\$ 3,017	\$ 3,168	\$ -	\$ 8,958
Cell Phones/IT Support	5500 per month	\$ -	\$ 2,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 20,000
Miscellaneous Supplies	5300 per month	\$ -	\$ 1,200	\$ 3,600	\$ 3,600	\$ 3,600	\$ 12,000
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OTHER DIRECT COSTS</b>		\$ -	\$ 5,973	\$ 12,617	\$ 12,768	\$ 9,600	\$ 40,958

Totals	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
<b>Total Personnel &amp; Direct Costs</b>		\$ -	\$ 88,169	\$ 62,771	\$ 64,718	\$ 62,839	\$ 278,497

Start-Up Costs

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Pod -	One-time Purchase	\$ -	\$ 40,368	\$ -	\$ -	\$ -	\$ 40,366
Bunk Beds	One-time Purchase	\$ -	\$ 6,474	\$ -	\$ -	\$ -	\$ 6,474
Mattresses	One-time Purchase	\$ -	\$ 850	\$ 679	\$ 725	\$ 800	\$ 2,850
Linens	Purchase New Annually	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 8,000
<b>Total Start-Up Costs</b>		\$ -	\$ 49,490	\$ 2,679	\$ 2,725	\$ 2,800	\$ 57,690

Indirect Cost	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)	0.05						
<b>TOTAL INDIRECT COSTS</b>		\$ -	\$ 6,883	\$ 3,272	\$ 3,372	\$ 3,282	\$ 16,809

<b>GRAND TOTAL</b>		\$ -	\$ 144,542	\$ 68,718	\$ 70,816	\$ 68,921	\$ 352,997
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B. Budgetary Line-item Adjustments

Budgetary line-item Adjustments must be pre-approved by 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 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.