

**SECOND AMENDMENT TO THE ORGANIZATIONAL PROVIDER
AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES**

This Second Amendment to the Agreement for Residential/Campus Early and Periodic Screening, Diagnostic and Treatment (EPSDT) - Medi-Cal Specialty Mental Health Care Services, which became effective July 1, 2020, 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 CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES, hereinafter referred to as "CONTRACTOR."

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

- I. Effective with respect to the service period commencing July 1, 2020 through June 30, 2021, Sections A and B of Exhibit "B" (Payment Terms), of the Agreement are revised to read as set forth in the new Sections "A" and "B" set forth in Exhibit "B," attached hereto and incorporated herein by this reference.
- II. Except for the modifications described herein, all other terms and conditions of the Agreement, as amended, shall remain in effect.
- III. The parties hereto agree that this Second 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.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates written below.

**CONTRACTOR
CASA PACIFICA CENTERS FOR
CHILDREN AND FAMILIES**

COUNTY OF VENTURA

BY



(authorized signature)

Shawna Morris, MPA; Chief Executive Officer
(print name and title)

May 20, 2021

Date

77-0195022

Federal Tax Identification #

BY



(authorized signature)

Sevet Johnson, PsyD
Behavioral Health Director
(print name and title)

05/26/2021

Date

**CONTRACTOR
CASA PACIFICA CENTERS FOR CHILDREN
AND FAMILIES**

BY



(authorized signature)

Richard Gutierrez, Chief Financial Officer
(print name and title)

May 20, 2021

Date

EXHIBIT "B"

PAYMENT TERMS

CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES

- A. In consideration of the services specified in EXHIBIT "A" PROGRAM DESCRIPTION, performed in a manner acceptable to COUNTY, COUNTY shall pay CONTRACTOR monthly, in arrears, for approved Short-Doyle/Medi-Cal (SD/MC) units of service provided hereunder to Ventura County Medi-Cal clients at the agreed upon rates for each program as specified in the budget charts below. Payments will be limited to the lesser of program actual costs or program maximum cost, and it is mutually understood that allowable costs are not transferrable between the various programs detailed in the budget charts below. CONTRACTOR's indirect administrative costs shall not exceed 15% of direct expenditures. At cost settlement, CONTRACTOR's maximum cost per unit will be limited to the lesser of the actual cost per unit or up to 3% above the approved contract unit rate and shall not exceed the COUNTY interim rate as published by the State. COUNTY shall conduct quarterly interim cost settlements for each program identified below. CONTRACTOR shall submit quarterly interim cost settlement reports by the 30th of the following month ending each quarter, in the format directed by COUNTY. If the total amount COUNTY pays to CONTRACTOR for each program exceeds the quarterly program costs for the same period, COUNTY may waive the settlement for that quarter. The final cost settlement may not exceed contracted program cost and approved unit rate as noted in each program table below. The quarterly interim cost settlement shall follow all terms and conditions as set forth in this Agreement.

STRTP			
Service Category	Projected Ventura County Units	Cost Per Unit	Contract Amount/Projected Payments
Case Management Mode15/SFC01-09	153,448	\$2.37	\$363,672
Mental Health Services & Group Rehab Mode15/SFC10-59	573,481	\$3.22	\$1,846,609
Medication Support Mode15/SFC60-69	80,762	\$5.96	\$481,341
Crisis Intervention Mode15/SFC70-79	2,110	\$3.97	\$8,378
Total contract Maximum	809,801		\$2,700,000
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rates as published by the State.			

NPS Program			
Service Category	Projected Ventura County Units	Cost Per Unit	Contract Amount/Projected Payments
Case Management Mode15/SFC01-09	20,456	\$2.71	\$55,436
Mental Health Services Mode15/SFC10-50	87,704	\$3.68	\$322,751
Medication Support Mode15/SFC60-69	849	\$6.82	\$5,790
Crisis Intervention Mode15/SFC70-79	98	\$5.33	\$521
Total contract Maximum	109,107		\$384,498
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rates as published by the State.			

TBS Program			
Service Category	Projected Ventura County Units	Cost Per Unit	Contract Amount/Projected Payments
Case Management Mode15/SFC01-09	121,681	\$2.61	\$317,587
Mental Health Services Mode15/SFC10-57 & 59	152,102	\$3.56	\$541,483
Therapeutic Behavioral Services Mode15/SFC58	334,531	\$3.56	\$1,190,930
Total contract Maximum	608,314		\$2,050,000
At final cost settlement, the settlement rate will be limited to the lesser of actual cost per unit or up to 3% above the approved contract rate but may not exceed the COUNTY interim rates as published by the State.			

Notes:

1. The amount of projected units may fluctuate by Mode/Service Category within each service category above, however, the total projected payments may not exceed the total contract maximum as set forth in Exhibit B, Section B.
2. The unit rates above are based upon a COUNTY-approved budget submitted by CONTRACTOR for the purpose of this Agreement. Any approved increases to the budget must identify a corresponding decrease to ensure that the total contract maximum does not exceed the amount as set forth in Exhibit B, Section B.
3. Payments will be limited to the lesser of program actual costs or program maximum cost.

- B. The total maximum amount of this Agreement shall not exceed **\$5,134,498** subject to the terms of this agreement, for the term beginning July 1, 2020 through June 30, 2021.

Anticipated Funding Sources:

Short Doyle/Medi-Cal FFP* \$2,499,962
 EPSDT/Realignment ** \$2,634,536

Contract Maximum \$5,134,498

*This is only an estimate. SD/MC FFP may be higher and may increase up to the total maximum funding amount of this Agreement.

**Payment for actual and allowable costs shall not exceed the amount as allocated and described above in accordance with this Agreement, without written approval from the VCBH Director.