

**SECOND AMENDMENT TO THE ORGANIZATIONAL PROVIDER
AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
VISTA WOODS HEALTH ASSOCIATES LLC**

This Second Amendment to Agreement for Skilled Nursing Facility (SNF) Mental Health 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 VISTA WOODS HEALTH ASSOCIATES LLC, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, 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, Section A of Exhibit "B" (Payment Terms) of the Agreement is revised to read as follows:
 - A. The maximum total amount of this Agreement shall not exceed \$418,601 for the service period of July 1, 2020 through June 30, 2021 and shall be payable according to the following rates:

Medi-Cal Eligible Client Cost/Day: \$157.00

Non-Medi-Cal Eligible Client Cost/Day:

- 1) \$268.53 for the service period of July 1, 2020 through July 31, 2020.
- 2) \$281.25 for the service period of August 1, 2020 through June 30, 2021.

*For clients admitted without Medi-Cal, or who lose their Medi-Cal eligibility while a resident of CONTRACTOR's facility, the COUNTY shall pay the CONTRACTOR at the facility's current State approved Medi-Cal rate.

Court Appearance Reimbursement: Licensed clinical staff will testify in person, as needed on behalf of Ventura County residents who are appearing in court for conservatorship renewal and are being treated by CONTRACTOR. Employees of the facility could include: PhD, LVN, LPT, RN, LCSW, LMFT, or MD. The rate will be the designated employee's actual hourly rate not to exceed \$100 per hour not to exceed 15 hours per case, including travel time.

Transportation Costs: COUNTY in its sole discretion may agree to pay CONTRACTOR for reasonable and necessary client transportation costs under this Agreement. Transportation costs must be approved by COUNTY in advance and shall not exceed \$350 unless a higher amount is agreed to in writing solely by COUNTY, for each date transportation is provided. CONTRACTOR understands and agrees that if one or more clients are transported on the same date, in the same vehicle, and to the same general location, payment shall be limited to \$350 or the amount otherwise approved by the COUNTY. Notwithstanding any other provision of this Agreement, in no event shall the maximum amount payable hereunder exceed the maximum amount specified in section A above, unless mutually agreed to in writing by COUNTY.

Bed Hold: COUNTY may approve patient absence from the CONTRACTOR's facility for necessary care in an acute psychiatric or medical facility, therapeutic visits, evaluation, court appearances, and other justifiable reasons, and may request

CONTRACTOR to hold a vacant bed until the client is returned or available to be admitted. CONTRACTOR shall be reimbursed at the rate of \$270 per client per day for a "bed hold". CONTRACTOR shall obtain approval in advance from COUNTY for payment of client absence as specified herein. COUNTY shall not approve and shall not be responsible for any non-approved absence.

- 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.

**VISTA WOODS
HEALTH ASSOCIATES LLC**

COUNTY OF VENTURA

BY


(authorized signature)

Matthew Flake, President
(print name and title)

5/19/21
Date

06-1703543
Federal Tax Identification #

BY



(authorized signature)

Melissa Lorenzen
(print name and title)

June 2, 2021
Date

**VISTA WOODS
HEALTH ASSOCIATES LLC**

BY


(authorized signature)

Craig Fitch, Secretary
(print name and title)

5/19/21
Date