FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND TURNING POINT FOUNDATION

This "Fourth Amendment" to the Agreement for Augmented Board and Care Services at Thompson Place, which became effective March 1, 2021, is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, hereinafter referred to as "COUNTY," a primary service provider, and TURNING POINT FOUNDATION, hereinafter referred to as "CONTRACTOR".

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

- I. The Agreement is extended for the term beginning July 1, 2022 and ending June 30, 2023, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2022-23 and the contract extension provision in Section 1 (Term) of the Agreement.
- II. Effective with respect to the service period of July 1, 2022 through June 30, 2023, Section A of Exhibit B (Payment Provisions) of the Agreement is revised to read as follows:
 - A. The maximum total amount of this Agreement shall not exceed an operating budget of **<u>\$476,112</u>** for the service period of July 1, 2022 through June 30, 2023 and will be payable based upon the provisions specified in sections C, D, and E below.
- III. Effective with respect to the service period of July 1, 2022 through June 30, 2023, Section D of Exhibit B (Payment Provisions) of the Agreement is revised to read as follows:

D. For each CSSF approved client referred to the facility by COUNTY, CONTRACTOR shall receive \$1,526 per client/per month (partial months prorated).

- IV. Except for the modifications described herein, all other terms and conditions of the Agreement shall remain in effect.
- V. This Fourth 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.
- VI. The parties hereto agree that this Fourth 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 Fourth Amendment through their duly authorized representatives on the dates written below.

CONTRACTOR:

| SIGNATURE | DATE |
|------------------------------|-------|
| PRINT NAME | TITLE |
| FEDERAL TAX IDENTIFICATION # | |
| CONTRACTOR: | |
| SIGNATURE | DATE |
| PRINT NAME | TITLE |
| COUNTY: | |
| SIGNATURE | DATE |
| PRINT NAME | TITLE |

*If a corporation, this Fourth Amendment must be signed by two (2) 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, (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 if the signature to bind the company.