

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND VISTA PACIFICA ENTERPRISES, INC.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Vista Pacifica Enterprises, Inc., ("Contractor"), a California corporation.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on March 6, 2018, effective July 1, 2017, for the provision of residential mental health treatment services ("Mental Health Treatment Services"); and

WHEREAS, County and Contractor desire to amend the agreement to add the 'leave of absence rate' and to increase rates paid to Contractor for Mental Health Treatment Services ("First Amendment"); and

WHEREAS, the agreement and the First Amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. Subsection A. of Section 3, **COMPENSATION**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in **EXHIBIT B-1, PAYMENTS**, and **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein.

- II. **EXHIBIT B-1** is attached to this First Amendment and is deemed incorporated in the agreement as of the effective date of this First Amendment. **EXHIBIT B** shall control from July 1, 2017, until the effective date of this First Amendment. **EXHIBIT B** to the agreement is deemed superseded by **EXHIBIT B-1** as of the effective date of this First Amendment.

III. **REAFFIRMATION**

In all other respects, the agreement, as amended, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective July 1, 2018.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date \_\_\_\_\_

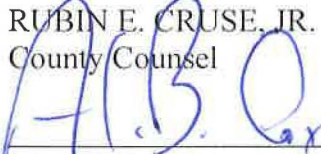
\_\_\_\_\_  
LES BAUGH, Chairman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

  
Alan B. Cox  
Deputy County Counsel

Risk Management Approval

  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date 8/30/18

  
CHERYL JUMONVILLE  
President

## **EXHIBIT B-1 PAYMENTS**

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.
- B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.
- C. IMD/SNF (18-64) rates, including temporary absence days, are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1.
- D. IMD/SNF rates per client per day at the time of the execution of this amendment are \$211.91. Temporary client absence and room reserve rates per client per day at the time of the execution of this amendment are \$204.26 (leave of absence) and \$211.91 (room reserve) pursuant to this agreement.
- E. County further agrees to compensate Contractor for specialized services at the following patch rates: Specialized services will consist of four distinct levels (A, B, C, and D) and paid at the IMD/SNF rate (\$211.91) per bed-day plus the patch rates per bed-day as identified in **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein, based upon psychology/psychiatry visits authorized by the Director or his/her designee.