

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement (“Agreement 23-309”) is dated
3 _____ and is between each individual Contractor listed in Revised Exhibit A
4 “List of Contractors” attached hereto and incorporated herein by reference, and collectively
5 hereinafter referred to as Contractor(s), and the County of Fresno, a political subdivision of the
6 State of California (“County”).

7 **Recitals**

8 A. County has an Agreement with the California State Department of Health Care Services
9 (DHCS) to operate the Fresno County Mental Health Managed Care Plan in accordance with
10 Welfare and Institutions Code Section 5000 et seq. which sets forth County’s requirements to
11 provide, to the extent available, public mental health services.

12 B. County is authorized to contract for the provision of inpatient psychiatric hospital
13 services to Fresno County persons served eligible for such services under the Medi-Cal
14 program, pursuant to Sections 14700 et seq. and 14712 et seq. of the California Welfare and
15 Institutions Code and County may also determine the need to refer persons not eligible for
16 Medi-Cal.

17 C. On June 20, 2023, the Inpatient Psychiatric Hospital Services Agreement was executed,
18 effective January 1, 2023, which is County agreement number A-23-309 (“Agreement”).

19 D. The County now desires to amend the Agreement to add Contractor Sacramento
20 Behavioral Healthcare Hospital, LLC.

21 The parties therefore agree as follows:

22 1. All references to Exhibit A shall be deemed references to Revised Exhibit A, which is
23 attached and incorporated by this reference.

24 2. The parties agree that upon execution of this Amendment No. 1, the Agreement is
25 further revised, updated, and amended to add Contractor Sacramento Behavioral Healthcare
26 Hospital, LLC. Its “Contractor Scope of Work and Rates” is attached to this Amendment No. 1
27 as Exhibit C-6.

1 3. When both parties have signed this Amendment No. 1, the Agreement and this
2 Amendment No. 1 together constitute the Agreement.

3 4. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment.

6 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
7 to do so and his or her signature on this Amendment legally binds the Contractor to
8 the terms of this Amendment.

9 5. The parties agree that this Amendment may be executed by electronic signature as
10 provided in this section.

11 a. An "electronic signature" means any symbol or process intended by an individual
12 signing this Amendment to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this
18 Amendment for all purposes, including but not limited to evidentiary proof in any
19 administrative or judicial proceeding, and (2) has the same force and effect as the
20 valid original handwritten signature of that person.

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
23 2, Title 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied
25 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.
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e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect. This Amendment No. 1 shall be effective retroactive to December 1, 2023.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CONTRACTOR(S): COUNTY OF FRESNO

4 **PLEASE SEE SIGNATURE PAGE**
5 **ATTACHED**

6 Nathan Magsig, Chairman of the Board of
7 Supervisors of the County of Fresno

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
11 County of Fresno, State of California

12 By: _____
13 Deputy

14 For accounting use only:

15 Org No.: 56302666
16 Account No.: 7223/0
17 Fund No.: 0001
18 Subclass No.: 10000

19	<u>\$58,000,000</u>	Term Maximum
20	\$8,000,000	1/1/23 – 6/30/23
21	\$25,000,000	FY 2023-24
22	\$25,000,000	FY 2024-25

1 In witness whereof, the parties hereto have executed this Amendment I to Agreement No.
2 A-23-309 as of the day and year first hereinabove written.

3 CONTRACTOR: **Sacramento Behavioral Healthcare Hospital, LLC**

4 By 

5
6 Print Name: JOHN BEALL

7 Title: CEO
8 Chief Executive Officer, President, or Vice President

9 Date: 4.10.24

10
11 By 

12
13 Print Name: Wade Sturgeon

14 Title: Chief Financial Officer
15 Secretary (of Corporation), Assistant Secretary,
16 Chief Financial Officer, or Assistant Treasurer

17 Date: 4-9-2024

18
19 MAILING ADDRESS:
20 1400 Expo Parkway
21 Sacramento, Ca 95815

MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
LIST OF CONTRACTORS

Revised Exhibit A

PROVIDER	EXHIBIT	SERVES ADULTS	SERVES YOUTH	AEDP	MEDI-CAL	CA REGION	MILES (1-WAY)	CITY	ZIP	INTAKE PHONE	INTAKE FAX
BHC Fremont Hospital, Inc. Notices to: CEO	FY 22-23: D-1* FY 23-24: C-1	Yes	Yes	Yes	Yes	Bay Area	171.3	Fremont	94538	(888) 796-1101	(510) 574-4885
Bakersfield Behavioral HealthCare Hospital, LLC Notices to: CFO	FY 22-23: D-2 FY 23-24: C-2	Yes	Yes	No	Yes	Central	110.8	Bakersfield	93309	(661) 241-5507	(661) 241-5587
SJBH, LLC – dba San Jose Behavioral Health Notices to: CFO	FY 22-23: D-4 FY 23-24: C-3	Yes	Yes	No	Yes	Bay Area	139.3	San Jose	95138	(669) 234-5950	(669) 234-5936
Aurora Vista Del Mar, LLC Notices to: CFO	FY 22-23: D-6* FY 23-24: C-4	Yes	Yes	No	Yes	Southern	213.5	Ventura	93001	(805) 519-1824	(805) 653-0612
Aurora Behavioral Healthcare – Santa Rosa, LLC Notices to: CFO	FY 22-23: D-7 FY 23-24: C-5	Yes	Yes	No	Yes	Bay Area	240.2	Santa Rosa	95401	(707) 800-7700	(707) 800-7797
Sacramento Behavioral Healthcare Hospital, LLC Notices to: CFO	FY 22-23: N/A FY 23-24: C-6	Yes	Yes	No	Yes	Central	175	Sacramento	95815	(916) 437-6429	(916) 437-6592
Aurora Las Encinas, LLC. Notices to: CFO	FY 22-23: N/A FY 23-24: C-7	Yes	Yes	No	Yes	Los Angeles	203	Pasadena	91107	(626) 356-2774	(626) 356-2621

AEDP = Adolescent Eating Disorders Program

*Professional fees charged separately July 1, 2022 – April 10, 2023. Reverted back April 11, 2023.

Revised March 28, 2024

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Sacramento Behavioral Healthcare Hospital, LLC

Contract Term: December 1, 2023 through June 30, 2025

Contract Contact: Wade Sturgeon, CFO ; 626-366-3751 - cell);
asm.contracts@sacramentobh.com

Billing Contact: Eluchianna Olive, Business Office Manager
916-437-6526
eluchianna.olive@sacramentobh.com
1400 Expo Parkway, Sacramento CA 95815

Intake Contact: Inpatient: Intake Department – 916-437-6429

Service Address: 1400 Expo Parkway, Sacramento CA 95815

Services: Acute Inpatient Psychiatric Services, Adults; and Voluntary or Involuntary (5150s) Admits).

Ages Served: Adults Ages 18+

Capacity: Total Beds – 117
Available beds for admission - 39

Medi-Cal Billing: For ages: 18 - 20 and 65+

Service Rates: As listed below. Rates are set by the Annual DHCS Regional Rate Letter for the Central Region Accommodation Code 124. Rates will be updated as received.

Medi-Cal Inpatient Day Rate - Ages 18-20, 65+
(Code 124): FY 2023 - 24

Youth	\$1,324.00
Adult	\$1,324.00
Professional Services	\$110

Short Doyle

Inpatient Day Rate:	<u>FY 2023 - 24</u>
Youth	\$1,434.00
Adult	\$1,434.00

Administrative Day Rate (Code 169) Effective May 12, 2023:

	<u>FY 2023 - 24</u>	<u>FY 2024-25</u>
Youth	\$817.64	\$817.64
Adult	\$817.64	\$817.64

By John Beall

Print Name: John Beall

Title: CEO
Chief Executive Officer

By Wade Sturgeon

Print Name: WADE Sturgeon

Title: Chief Financial Officer
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer