

AMENDMENT III TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 24th day of August, 2021 by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR to be listed in Exhibit A "List of Contractors" attached hereto and incorporated herein by reference, and collectively hereinafter referred to as "CONTRACTOR(S)", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-250, effective May 8, 2018, and COUNTY Amendment No. A-18-250-1, effective September 1, 2018, and County Amendment No. A-18-250-2, effective September 1, 2018 hereinafter collectively referred to as County Agreement No. A-18-250, whereby, CONTRACTORS agreed to provide inpatient psychiatric hospital services to Fresno County Beneficiaries eligible for such services under the Medi-Cal program, pursuant to Sections 14700 *et seq.* and 14712 *et seq.* of the California Welfare and Institutions Code and COUNTY may also determine the need to refer persons not eligible for Medi-Cal; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That Section Fourteen (14) "Payment Provisions", Subsection D of the existing COUNTY Agreement No. A-18-250, beginning on Page Twelve (12), Line Twenty-Seven (27) with the word "The" and ending on Page Thirteen (13), Line Nine (9) with the amount "(\$30,500,000)." be replaced in its entirety as follows:

"The maximum combined amount payable to CONTRACTOR(S) by COUNTY for Inpatient Psychiatric Hospital Services provided by CONTRACTOR(S) to Recipients, under the terms and conditions of this Agreement for each fiscal year is: (FY) 2017-18 ending on June 30,2018, is Five

1 Hundred Thousand and No/100 Dollars (\$500,000); FY 2018-19 is Five Million and No/100 Dollars
2 (\$5,000,000); FY 2019-20 is Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000); FY
3 2020-21 is Twelve Million and No/100 Dollars (\$12,000,000); FY 2021-22 is Twelve Million and No/100
4 Dollars (\$12,000,000); FY 2022-23 is Twelve Million and No/100 Dollars (\$12,000,000).

5 In no event shall the total maximum compensation amount for services provided by
6 CONTRACTORS collectively under the terms and conditions of this Agreement, which includes a three-
7 year two month base contract and two optional one-year extensions exceed Forty-Seven Million and
8 No/100 Dollars (\$47,000,000).

9 In the event the maximum compensation amount in any individual fiscal year as noted above, is
10 not fully expended, said remaining unspent funding amounts shall rollover to each subsequent fiscal
11 year's established maximum compensation."

12 2. That Section Twenty-Eight (28) "Insurance", Subsection A of the existing COUNTY
13 Agreement No. A-18-250, beginning on Page Twelve (24), Line Five (5) with the word "Commercial"
14 and ending on Page Twenty-Five (25), Line Twenty-Eight (28) with the word "better." be replaced in its
15 entirety as follows:

16 "A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00)
18 per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be
19 issued on a per occurrence basis. COUNTY may require specific coverages including completed
20 operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
21 any other liability insurance deemed necessary because of the nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any
25 auto used in connection with this Agreement.

26 C. Professional Liability

27 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
28 providing services, Professional Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of
3 three (3) years following the termination of this Agreement, one or more policies of professional liability
4 insurance with limits of coverage as specified herein.

5 D. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

7 E. Cyber liability (if Contractor will have access to County's PHI)

8 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000
9 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
10 undertaken by the CONTRACTOR in this Agreement and shall include, but not be limited to, claims
11 involving infringement of intellectual property, including but not limited to infringement of copyright,
12 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
13 electronic information, release of private information, alteration of electronic information, extortion and
14 network security. The policy shall provide coverage for breach response costs as well as regulatory
15 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these
16 obligations.

17 F. Sexual Abuse/Molestation

18 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy
20 shall be issued on a per occurrence basis.

21 Additional Requirements Relating to Insurance

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
23 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
24 additional insured, but only insofar as the operations under this Agreement are concerned. Such
25 coverage for additional insured shall apply as primary insurance and any other insurance, or
26 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
27 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall
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1 not be cancelled or changed without a minimum of thirty (30) days advance written notice given to
2 COUNTY.

3 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
4 employees any amounts paid by the policy of worker's compensation insurance required by this
5 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
6 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
7 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

8 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,

9 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
10 of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
11 Contracted Services Division, 3133 N. Millbrook Avenue, Fresno, California, 93703 and
12 DBHContractedServicesDivision@fresnocountyca.gov, stating that such insurance coverage have been
13 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
14 responsible for any premiums on the policies; that such Commercial General Liability insurance names
15 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
16 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
18 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
19 with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
20 cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
22 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
23 Agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of
25 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
26 rating of A FSC VII or better.”

27 3. The parties agree that this Amendment III is sufficient to amend the Agreement; and that
28 upon execution of this Amendment III, the Agreement, Amendment I, Amendment II and Amendment III

1 together shall be considered the Agreement.

2 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
3 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
4 in full force and in effect. This Amendment III shall be effective February 1, 2021.

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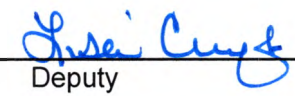
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement No.
2 A-18-250 as of the day and year first hereinabove written.

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4 **CONTRACTOR(S):**
5 **PLEASE SEE SIGNATURE**
6 **PAGES ATTACHED**

COUNTY OF FRESNO


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund/Subclass: 0001/10000
20 Organization: 56302666
21 Account/Program: 7223/0

22	<u>\$47,000,000</u>	Term Maximum
23	\$ 500,000	FY 2017-18 (Prorated)
24	\$5,000,000	FY 2018-19
25	\$5,500,000	FY 2019-20
26	\$12,000,000	FY 2020-21
27	\$12,000,000	FY 2021-22
28	\$12,000,000	FY 2022-23

1 **CONTRACTOR**

2 Behavioral Health Care Fremont Hospital

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4 (Authorized Signature)

5 PATRICIA WILLIAMS

6 Print Name

7 CEO

8 Title (Chairman of Board, or President, or
9 CEO)

9

10 

11 (Authorized Signature)

12 RACHEL C. COX

13 Print Name

14 C.F.O.

15 Title (Secretary of Corporation, or Chief
16 Financial Officer/Treasurer, or any
17 Assistant Secretary or Treasurer)

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20 MAILING ADDRESS:
21 39500 Sundale Drive, Suite 200
22 Fremont, CA 94538

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CONTRACTOR

Bakersfield Behavioral Healthcare Hospital,
LLC




(Authorized Signature)

JEFF CHINN

Print Name

CEO

Title (Chairman of Board, or President,
or CEO)

(Authorized Signature) 

Print Name

KENNETH P. GUNVILLE

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

MAILING ADDRESS:
5201 White Lane
Bakersfield, CA 93309

1 **CONTRACTOR**


2 Behavioral Health Care Heritage Oaks Hospital

3 
4 _____
(Authorized Signature)

5 Mike Zauner
6 _____
Print Name

7 CEO
8 _____
Title (Chairman of Board, or President, or
CEO)

9 _____

10
11 
12 _____
13 (Authorized Signature)

14 Allison Roebuck
15 _____
Print Name

16 Chief Financial officer
17 _____
Title (Secretary of Corporation, or Chief
Financial Officer/Treasurer, or any
Assistant Secretary or Treasurer)

18 _____

19 _____

20 MAILING ADDRESS:

21 4250 Auburn Blvd.

22 Sacramento, CA 95841

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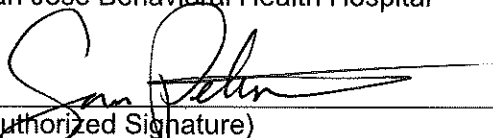
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CONTRACTOR

San Jose Behavioral Health Hospital



(Authorized Signature)

SEAN PETERSON

Print Name

Chief Executive Officer

Title (Chairman of Board, or President, or CEO)



(Authorized Signature)

John Kim

Print Name

CFO

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

MAILING ADDRESS:
455 Silicon Valley Blvd.
San Jose, CA 95138

1 **CONTRACTOR**

2 Sierra Vista Hospital

3 
4 (Authorized Signature)

5 MIKE ZAUNER

6 Print Name
CEO 6/7/21

7 Title (Chairman of Board, or President, or
8 CEO)

9
10
11 
12

13 (Authorized Signature)

14 PENNE CRUZ

15 Print Name
CFO 6.17.21

16 Title (Secretary of Corporation, or Chief
17 Financial Officer/Treasurer, or any
Assistant Secretary or Treasurer)

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21 MAILING ADDRESS:
22 8001 Bruceville Road
23 Sacramento, CA 95823

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