

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated June 24, 2025 and is between UHS of Madera, Inc dba River Vista Behavioral Health., a Delaware Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 20, 2023, the County and the Contractor entered into Agreement No. 23-312 ("Agreement") as amended by County Agreement No. 25-149 effective April 22, 2025, for the provision of Inpatient Psychiatric Hospital Services.

B. The County and the Contractor now desire to further amend the Agreement to increase the contract maximum in the amount of \$1,500,000.00 to a total of \$25,300,000.00 to ensure sufficient funds are available as the amount of inpatient psychiatric services are unpredictable and vary significantly from month to month.

The parties therefore agree as follows:

1. A portion of Section 4.2 of the Agreement, beginning on page 14, line 7 with the word "The" and ending on page 14, line 10 with the word "received," be deleted and replaced with the following:

"The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2024 through June 30, 2025 is Fourteen Million, Five Hundred Thousand, and No/100 Dollars (\$14,500,000.00), which is not a guaranteed sum, but shall be paid only for services rendered and received."

2. A portion of Section 4.3 of the Agreement, beginning on page 14, lines 11 through 1414, be deleted and replaced with the following:

"In no event shall the maximum contract amount for all the services provided by the Contractor to County under the terms and conditions of this Agreement be in excess of Twenty Five Million, Three Hundred Thousand, and No/100 Dollars (\$25,300,000) during the entire term of this Agreement."

1 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
2 1 and this Amendment No. 2 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 c. 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 d. 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 e. 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 f. 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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1 g. This Amendment is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Amendment with an
3 original handwritten signature.

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

6 7. The Agreement as previously amended and as amended by this Amendment No. 2 is
7 ratified and continued. All provisions of the Agreement as previously amended and not
8 amended by this Amendment No. 2 remain in full force and effect.

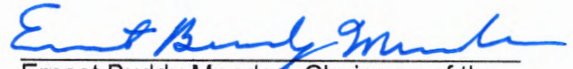
9 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 UHS of Madera, Inc. dba River Vista
4 Behavioral Health

COUNTY OF FRESNO

5 
6 Jamie Schlundt, Chief Finance Officer


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

7 40886 Goodwin Way
8 Madera, CA 93636

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

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10 By: 
11 Deputy

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15 For accounting use only:

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