

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 6th day of August, 2019 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, 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 "(\$3,880,000)." 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 Hundred Thousand and No/100 Dollars (\$500,000); FY 2018-19 is Five Million and No/100 Dollars

1 (\$5,000,000); FY 2019-20 is Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000); FY
2 2020-21 is Six Million and No/100 Dollars (\$6,000,000); FY 2021-22 is Six Million Five Hundred
3 Thousand and No/100 Dollars (\$6,500,000); FY 2022-23 is Seven Million and No/100 Dollars
4 (\$7,000,000).

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

8 In no event shall the total maximum compensation amount for services provided by
9 CONTRACTORS collectively under the terms and conditions of this Agreement, which includes a three-
10 year two month base contract and two optional one-year extensions exceed Thirty Million Five Hundred
11 Thousand and No/100 Dollars (\$30,500,000)."

12 2. That Section Fourteen (14) "Payment Provisions", Subsection L of the existing COUNTY
13 Agreement No. A-18-250, beginning on Page Fourteen (14), Line Eight (8) with the word "As" and
14 ending on Page Fifteen (15), Line Thirteen (13) with the word "thereto" be replaced in its entirety as
15 follows:

16 "As a further express condition precedent to any COUNTY authorization for payment under
17 Section 14 of this Agreement, CONTRACTOR(S) shall submit claims addressed to Fresno County
18 Mental Health Plan, 1925 E. Dakota Ave. Suite G, Fresno, CA 93726: Attention Managed Care Division
19 Manager, for all services rendered to persons covered under the terms of this Agreement, in
20 accordance with the applicable billing requirements contained in Section 14778 of the California
21 Welfare and Institutions Code and the regulations adopted thereto. A carbon copy of the monthly
22 claims shall also be e-mailed to the following e-mail addresses on a monthly basis:

23 A. Department of Behavioral Health, Fresno County Mental Health Plan at

24 mcare@fresnocountyca.gov

25 B. Department of Behavioral Health, Contracts Division at

26 dbhcontractedservicesdivision@fresnocountyca.gov

27 C. Department of Behavioral Health, Business Office at

28 DBH-Invoices@fresnocountyca.gov."

1 3. The parties agree that this Amendment II is sufficient to amend the Agreement; and that
2 upon execution of this Amendment II, the Agreement, Amendment I and Amendment II together shall
3 be considered the Agreement.

4 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
5 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
6 in full force and effect. This Amendment II shall be effective September 1, 2018.

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

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4 **CONTRACTOR(S):**

COUNTY OF FRESNO

5 **PLEASE SEE SIGNATURE**
6 **PAGES ATTACHED**



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

9
10 **ATTEST:**
11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By: Susan Bishop
15 Deputy

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18 **FOR ACCOUNTING USE ONLY:**

19 Fund/Subclass: 0001/10000
20 Organization: 56302666
21 Account/Program: 7295/0

22	<u>\$30,500,000</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	\$6,000,000	FY 2020-21
27	\$6,500,000	FY 2021-22
28	\$7,000,000	FY 2022-23

1 **CONTRACTOR**

2 Behavioral Health Care Fremont Hospital

3 
4 _____

(Authorized Signature)

5 Tricia Williams
6 _____

Print Name

6 CEO
7 _____

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

9
10
11 
12 _____

(Authorized Signature)

13 RACHEL C. COX
14 _____

Print Name

14 C.F.O.
15 _____

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

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