

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 4th day of April, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereafter referred to as "**COUNTY**", and each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, and collectively hereinafter referred to as "**CONTRACTOR(S)**" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement identified as COUNTY Agreement No. A-16-294, effective July 1, 2016 whereby, pursuant to various provisions of California Welfare and Institutions Code, **CONTRACTOR(S)** agreed to provide geropsychiatric skilled nursing care, locked skilled nursing care with special mental health treatment programs, mental health rehabilitation center services, and other enhanced treatment services and facilities to house and treat adults with severe and persistent mental health conditions; and

WHEREAS, **COUNTY** and **CONTRACTOR(S)** now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That all references in Agreement No. A-16-294 to "Exhibit A" shall be changed to read "Revised Exhibit A" where appropriate, which is attached hereto and incorporated herein by this reference.

2. That the existing **COUNTY** Agreement No. A-16-294, page Six (6), beginning with line One (1), with the word "The" and ending on page Six (6), line Twenty-Four (24), with the amount "\$56,085,157.00)" be deleted and the following inserted in its place:

"4. COMPENSATION

The maximum amount of compensation to be paid to all **CONTRACTORS** collectively for daily rate charges for the first 12-month period of the initial contract term, (July 1, 2016 through June 30, 2017) shall not exceed the amount of Thirteen Million, Three Hundred Fifty-Two, Two Hundred Twenty-Eight and No/100 Dollars (\$13,352,228.00).

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1 The maximum amount of compensation to be paid to all CONTRACTORS collectively
2 for daily rate charges for the second 12-month period of the initial contract term, (July 1, 2017
3 through June 30, 2018) shall not exceed the amount of Sixteen Million, Eight Hundred Forty-One
4 Thousand, Seven Hundred Fifty-Six and No/100 Dollars (\$16,841,756.00).

5 The maximum amount of compensation to be paid to all CONTRACTORS collectively
6 for daily rate charges for the third 12-month period of the initial contract term, (July 1, 2018 through
7 June 30, 2019) shall not exceed the amount of Eighteen Million, Three Hundred Two Thousand,
8 Seven Hundred Seventy-Eight, and No/100 Dollars (\$18,302,778.00).

9 The maximum amount of compensation to be paid to all CONTRACTORS collectively
10 for daily rate charges for the first 12-month period of the renewal contract term, (July 1, 2019 through
11 June 30, 2020) shall not exceed the amount of Nineteen Million, Eight Hundred Ninety Thousand,
12 Five Hundred Forty-Four, and No/100 Dollars (\$19,890,544.00).

13 The maximum amount of compensation to be paid to all CONTRACTORS collectively
14 for daily rate charges for the second 12-month period of the renewal contract term, (July 1, 2020
15 through June 30, 2021) shall not exceed the amount of Twenty-One Million, Six Hundred Sixteen
16 Thousand, Forty-Nine, and No/100 Dollars (\$21,616,049.00).

17 In no event shall the total maximum amount for the services provided by
18 CONTRACTOR(S) collectively under the terms and conditions of this Agreement for the entire five
19 (5) year term exceed Ninety Million, Three Thousand, Three Hundred Fifty-Five, and No/100 Dollars
20 (\$90,003,355.00)."

21 3. Except as otherwise provided in this Amendment I, all other provisions of COUNTY
22 Agreement No. A-16-294 remain unchanged and in full force and effect. This Amendment I shall
23 become effective upon execution.

24 4. COUNTY and CONTRACTORS agree that this Amendment I is sufficient to amend the
25 Agreement; and that upon execution of this Amendment I, the Agreement and Amendment I together
26 shall be considered the Agreement.

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to
2 Agreement as of the day and year first hereinabove written.

3
4 ATTEST:

5 CONTRACTOR(S):

COUNTY OF FRESNO

6
7 PLEASE SEE SIGNATURE
8 PAGES ATTACHED

9 By Brian Pacheco
10 Brian Pacheco
11 Chairman, Board of Supervisors

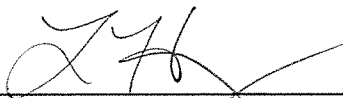
12 Date: 4-4-17

13
14 BERNICE E. SEIDEL, Clerk
15 Board of Supervisors

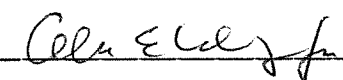
16 By: Susan Bishop
17 Deputy

18
19 PLEASE SEE ADDITIONAL
20 SIGNATURE PAGE ATTACHED


1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By: _____

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By: _____


11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By: _____
15 Dawan Utecht, Director
16 Department of Behavioral Health

17
18
19 Fund/Subclass: 0001/10000
20 Organization: 56302175
21 Account/Program: 7295/0

1 **CONTRACTOR**

2 **7th AVENUE CENTER**

3
4 By 

5
6 Print Name: Ann M. Butler

7 Title: President

8 Chairman of the Board, or
9 President, or any Vice President or
 Director of Operations

10
11 By 

12 Print Name: Gary Butler

13 Title: Secretary

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

18 **Mailing Address:**

19 2115 7th Avenue

20 Santa Cruz, C 95062

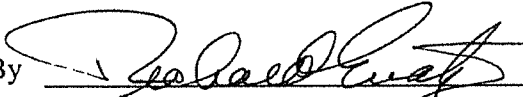
21 Phone: (831) 420-0120 Ext 109

22 Email: NDattile@frontst.com

23 Contact: Natalie D'Attile, Accounting Manager,

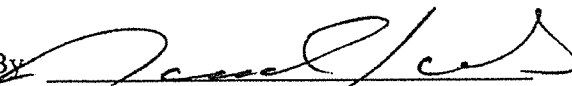
1 **CONTRACTOR**

2 **MENTAL HEALTH MANAGEMENT I, INC., d.b.a. CANYON MANOR**

3
4 By  3/1/17

5
6 Print Name: Richard Evatz

7 Title: Executive Director
8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By  3/1/17

12 Print Name: Paul Heil

13 Title: Assistant Director
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
Administrator

18 **Mailing Address:**

19 655 Canyon Manor Road
20 Novato, CA 94947
21 Phone: (415) 892-1628
22 Fax: (415) 892-8624
23 Email: REvatzCanyonM@aol.com
24 Contact: Richard Evatz, Executive Director
25
26
27
28

1 **CONTRACTOR**

2 **CF MERCED BEHAVIORAL CENTER, LLC**

3
4
5 By 

6 Print Name: Barbara O'Connor

7 Title: Dir. of Operations

8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By 

12 Print Name: Jeri Allgood

13 Title: Administrator

14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
18 Administrator

19 **Mailing Address:**

20 1255 "B" Street

21 Merced, CA 95341

22 Phone: (209) 723-8814

23 Email:

24 Jeri.Allgood@mercedbehavioralhcc.com

25 Contact: Mr. Jeri Allgood, Administrator

1 **CONTRACTOR**

2 **CRESTWOOD BEHAVIORIAL HEALTH, INC.**

3
4
5 By 

6 Print Name: George C. Lytal

7 Title: President & CEO
8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By 

12 Print Name: GARY ZEYEN

13 Title: CONTROLLER
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
Administrator

18
19 **Mailing Address:**

20 520 Capitol Mall, Suite 800
21 Sacramento, CA 95814
22 Phone: (916) 471-2240
23 Email: gzeyen@cbhi.net
24 Contact: Gary Zeyen
25
26
27
28

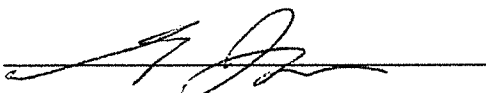
1 **CONTRACTOR**

2 **HELIOS HEALTHCARE, LLC, d.b.a IDYLWOOD CARE CENTER**

3
4 By 

5
6 Print Name: George C. Lytal

7 Title: President + CEO
8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By 

12 Print Name: GARY ZEYEN

13 Title: CONTROLLER
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
any Assistant Treasurer/Facility
17 Administrator

18 **Mailing Address:**

19 520 Capitol Mall, Suite 800
20 Sacramento, CA 95814
21 Phone: (916) 471-2266
Email: gzeyen@cbhi.net
22 Contact: Gary Zeyen, Controller
23
24
25
26
27
28

1 **CONTRACTOR**

2 **KF COMMUNITY CARE CENTER LLC**

3
4 By B. S. Tanner

5 Print Name: Bryan S. Tanner

6 Title: Chief Operating Officer

7 Chairman of the Board, or
8 President, or any Vice President or
9 Director of Operations

10
11 By Barbara O'Connor

12 Print Name: Barbara O'Connor

13 Title: Administrator

14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
18 Administrator

19 **Mailing Address:**

20 2335 S. Mountain Avenue
21 Duarte, CA 91010


22 Phone: (626) 357-3207 Ext 225

23 Email: boconnor@chms.us

24 Contact: Barbara O'Connor, Administrator

1 **CONTRACTOR**

2 **MEDICAL HILL REHABILITATION CENTER**

3
4 By 

5
6 Print Name: Thomas C. Wood

7 Title: Divisional Vice President.
8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By 

12 Print Name: Aaron Scott

13 Title: Facility Administrator
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
Administrator

18 **Mailing Address:**

19 475 29th Street

20 Oakland, CA 94609


21 Phone: (510) 832-3222 Ext 171

22 Email: april.hammock@kindred.com

23 Contact: April Hammock, Admissions Coordinator

1 **CONTRACTOR**

2 **VISTA PACIFIC ENTERPRISES**

3
4
5 By 

6 Print Name: Cheryl Jumonville

7 Title: President

8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By 

12 Print Name: Cheryl Jumonville

13 Title: Secretary

14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
any Assistant Treasurer/Facility
Administrator

17
18 **Mailing Address:**

19 Vista Pacifica Center
20 3674 Pacific Avenue
Jurupa Valley, CA 92509
21 Phone: (951) 682-4833 Ext. 106
22 Email: cjumonville@vistapacificaent.com
23 Contact: Cheryl Jumonville, President
24
25
26
27
28

1 **CONTRACTOR**

2 **TELECARE CORPORATION**

3
4 By Faith Richie

5
6 Print Name: Faith Richie

7 Title: SVP of Development
8 Chairman of the Board, or
9 President, or any Vice President or
Director of Operations

10
11 By Leslie Davis

12 Print Name: Leslie Davis

13 Title: VP of Finance and CFO
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer/Facility
Administrator

18 **Mailing Address:**

19 1080 Marina Village Parkway, Suite 100
20 Alameda, CA 94501-1043
21 Phone: (510) 337-7950 Ext. 1183
22 Fax: (510) 337-7969
23 Email: dconnolly@telecarecorp.com
24 Contact: Dwain Connolly, Contracts Analyst
25
26
27
28

LIST OF CONTRACTORS

CONTRACTOR NAMES	
1.	7 th Avenue Center
2.	Mental Health Management I, Inc., d.b.a. Canyon Manor
3.	CF Merced Behavioral, LLC., d.b.a. Merced Behavioral Center
4.	Crestwood Behavioral Health Inc.
5.	Helios Healthcare, LLC., d.b.a. Idylwood Care Center
6.	KF Community Care, LLC., d.b.a. Community Care Center
7.	Medical Hill Rehab Center, LLC., d.b.a. Kindred Nursing and Rehabilitation – Medical Hill
8.	Vista Pacifica Enterprises, Inc., d.b.a. Vista Pacifica Center and d.b.a. Vista Pacifica Convalescent
9.	Telecare Corporation