

**AMENDMENT 1 TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment 1, is made and entered into this 14th day of May, 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, 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 Nineteen (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 One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000); FY 2019-20 is One Million Seven Hundred Fifty Thousand and

No/100 Dollars (\$1,750,000); FY 2020-21 is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000); FY 2021-22 is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000); FY 2022-23 is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000). In no event shall the total maximum compensation amount for services provided by CONTRACTORS collectively under the terms and conditions of this Agreement, which includes a three-year two month base contract and two optional one-year extensions exceed Nine Million and No/100 Dollars (\$9,000,000)."

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

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I 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

16  
17  
18 FOR ACCOUNTING USE ONLY:

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

22	<u>\$9,000,000</u>	Term Maximum
23	\$ 500,000	FY 2017-18 (Prorated)
24	\$1,500,000	FY 2018-19
25	\$1,750,000	FY 2019-20
26	\$1,750,000	FY 2020-21
27	\$1,750,000	FY 2021-22
28	\$1,750,000	FY 2022-23

1  
2 **CONTRACTOR**

3 Behavioral Health Care Fremont Hospital

4 

5 (Authorized Signature)

6 PATRICIA WILLIAMS

7 Print Name

8 CEO

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

11  
12 

13 (Authorized Signature)

14 RACHEL C. COX

15 Print Name

16 CFO

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

20 **MAILING ADDRESS:**

21 39500 Sundale Drive, Suite 200  
22 Fremont, CA 94538

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**CONTRACTOR**

Bakersfield Behavioral Health Hospital

  
(Authorized Signature)

Eugene Suksi  
Print Name

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

  
(Authorized Signature)

Heather Starr  
Print Name

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

MAILING ADDRESS:  
5201 White Lane  
Bakersfield, CA 93309