

**AMENDMENT III TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 9th day of July, 2024 by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR 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.

**W I T N E S S E T H**

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-21-258, effective July 1, 2021, as amended by COUNTY Agreement No. A-23-059 effective February 7, 2023, and COUNTY Agreement No. A-23-315 effective July 1, 2023, collectively COUNTY Agreement No. A-21-258, whereby, CONTRACTORS agreed to provide geropsychiatric skilled nursing care, locked skilled nursing care with special mental health treatment programs, mental health rehabilitation center services, ancillary services and other enhanced treatment services and other facilities to house and treat adults with severe and serious mental health impairments; and

WHEREAS, each CONTRACTOR has the secured facilities, staff and expertise, and is licensed by the State of California, to provide residential mental health services and ancillary services to severely and persistently mentally disabled persons in appropriate skilled nursing or mental health rehabilitation center facilities; and

WHEREAS, COUNTY now desires to amend the description of services and rates to add behavioral transitional care services for Contractor CF Merced Behavioral, LLC to serve an adult person served currently requiring an urgent placement at this specific level of care; and

WHEREAS, the parties desire to amend COUNTY Agreement No. A-21-258 regarding changes as stated below.

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

1           1.       All references to Revised Exhibit A shall be deemed references to Exhibit A-1. Exhibit A-  
2 1 is attached and incorporated by this reference.

3           2.       All references to Revised Exhibit C-2 "DESCRIPTION OF SERVICES & RATES" for CF  
4 Merced Behavioral, LLC, d.b.a. Merced Behavioral Center shall be deemed references to Exhibit C-2-I.

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

8                   The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
9 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
10 in full force and in effect. This amendment is effective retroactively to June 3, 2024.

11                                   *[SIGNATURE PAGE FOLLOWS]*  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement No.  
2 A-21-258 as of the day and year first hereinabove written.

3  
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 **ATTEST:**

10 Bernice E. Seidel  
11 Clerk of the Board of Supervisors  
12 County of Fresno, State of California

13 By:   
14 Deputy

15  
16  
17  
18 **FOR ACCOUNTING USE ONLY:**  
19 Fund/Subclass: 0001/10000  
20 Organization: 56302175  
21 Account/Program: 7295/0

21	<u>\$133,577,211</u>	Term Maximum
22	\$21,879,610	FY 2021-22
23	\$24,067,571	FY 2022-23
24	\$26,474,329	FY 2023-24
25	\$29,121,762	FY 2024-25
26	\$32,033,939	FY 2025-26

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement No.  
2 A-21-258 effective retroactively to June 3, 2024.

3 CONTRACTOR: **CF MERCED BEHAVIORAL, LLC., D.B.A. MERCED BEHAVIORAL CENTER**

4  
5 By 

6  
7 Print Name: Seri Allgood

8  
9 Title: Administrator

Chairman of the Board, President, or Vice President

10  
11 Date: 6/12/24

12  
13 By 

14  
15 Print Name: Paulina Salazar

16  
17 Title: CFO, Cambridge Healthcare Services, LLC

18 Secretary (of Corporation), Assistant Secretary,  
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 6/13/2024

21  
22 MAILING ADDRESS:

23 1255 B Street

24 Merced, CA 95341

**LIST OF CONTRACTORS**

<b>CONTRACTOR NAME</b>	<b>EXHIBIT REFERENCE</b>
1. 7 <sup>th</sup> Avenue Center	Revised Exhibit C-1
2. CF Merced Behavioral, LLC., d.b.a. Merced Behavioral Center	Exhibit C-2-I
3. Crestwood Behavioral Health, Inc.	Revised Exhibit C-3
4. Vista Pacifica Enterprises, Inc., d.b.a. Vista Pacifica Center and d.b.a. Vista Pacifica Convalescent	Revised Exhibit C-4 (a-b)
5. Helios Healthcare, LLC., d.b.a. Idylwood Care Center	Revised Exhibit C-5
6. KF Community Care, LLC., d.b.a. Community Care Center	Revised Exhibit C-6
7. Telecare Corporation	Revised Exhibit C-7 (a-c)
8. Mental Health Management I, Inc., d.b.a. Canyon Manor	Revised Exhibit C-8
9. Oaklandidence Opco, LLC., d.b.a. Medical Hill Healthcare Center	Revised Exhibit C-9
10. Community Care on Palm Riverside, LLC	Revised Exhibit C-10
11. California Psychiatric Transitions	Revised Exhibit C-11
12. Golden State Health Centers, Inc., d.b.a. Sylmar Health and Rehabilitation Center	Revised Exhibit C-12
13. Countryside Care Center, LLC	Revised Exhibit C-13
14. GHC of Fresno, LLC d.b.a. Horizon Health & Subacute Center	Revised Exhibit C-14
15. GHC of Anberry, LLC d.b.a. Anberry Nursing and Rehabilitation Center	Revised Exhibit C-15
16. RG Legacy II, LLC d.b.a. Pasadena Nursing Center	Revised Exhibit C-16

**DESCRIPTION OF SERVICES & RATES (FY 2024-25)**  
**CF MERCED BEHAVIORAL, LLC, d.b.a. MERCED BEHAVIORAL CENTER**

1255 B Street  
Merced, CA 95340  
Number of Licensed Beds: 96

Contractor agrees to provide County with Skilled Nursing Facility/Institutions for Mental Disease (SNF/IMD) services to adult persons served between the ages of 18 to 64 years with mental health conditions, pursuant to California's Welfare and Institutions Code, section 5900 et seq., Title 22 of the California Code of Regulations, the State Department of Health Care Services' Policies and Directives; and other applicable statutes and regulations that apply to the SNF/IMD facilities and programs.

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

In addition to the services listed in "Scope of Work" (Exhibit B), Contractor shall provide the following:

**I. BASIC DAILY RATE SERVICES:**

Basic Daily Rate services consist of usual and customary SNF/IMD services to adult persons served with mental health conditions, plus those services that are included in Special Treatment programs as contained in Title 22 of the California Code of Regulations, sections 72443-72475.

Basic Daily Rate services include reasonable access to required medical treatment, up-to-date psychopharmacology, transportation to needed off-site services and bilingual/bicultural programming.

**SPECIAL TREATMENT PROGRAMS:**

Special Treatment Programs (STP) serve persons who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. These persons served require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to persons having special needs or deficits in one (1) or more of the following areas: self-help skills; behavioral adjustment; interpersonal relationships; pre-vocation preparation, alternative placement planning, and/or pre-release planning.

**II. ENHANCED SERVICES:**

Enhanced Services consist of specialized program services, which augment basic services. Enhanced Services are designed to serve persons who have sub-acute psychiatric impairment and/or whose adaptive functioning is severely impaired.

A charge in addition to the Enhanced Services bed rate may be negotiated for an individual person served on an as-needed basis between the County's Department of Behavioral Health (DBH) Director, or designee, and Contractor for Enhanced and STP services by using the Special Services Authorization Form. The County's DBH Director, or designee, must approve these rates before the person served is placed or initiation of any enhanced services takes place.

### **III. REQUIREMENTS:**

Contractor shall provide up to thirty-five (35) beds per day for authorized County persons served during each term of the Agreement. In addition, Contractor shall provide additional beds as needed by the County, subject to availability of said beds by the Contractor. The County does not guarantee any minimum number of beds for all services provided by the Contractor and payment will be based on usage.

### **IV. RATES:**

<b>Program Services</b>	<b>Rate</b>
Basic Daily Rate	\$ 235.15 per day
Bed Hold Rate*	\$ 225.58 per day
Enhanced Services Patch Rate** 1 on 1 Monitoring	\$ 432.00 per day
Murphy Conservatee Daily Patch Rate	\$ 150.00 per day
BTC Unit Daily Patch Rate***	\$ 445.00 per day

\* Bed Hold Rate – Person Served out at Hospital. Above rate will be paid up to seven (7) days without authorization required.

\*\* All rates other than the Basic Daily Rate services must be pre-approved by the County's DBH Director, or designee, prior to placement or initiation of such services. For any rate higher than the Basic Rate Services, both the rationale and the extra services must be specified and time-limited and approval must be sought using the Special Services Authorization Form.

\*\*\* Prior to placement of a person served in the BTU Unit, placement must be approved by the DBH Director, or designee.

Rates are inclusive of psychiatric services.

Rate is set at the State Medi-Cal rate and will be adjusted if the Medi-Cal rate changes. In the event a person served is placed who does not have Medi-Cal and is under age 65, County will pay both the "with Medi-Cal" rate and the "without Medi-Cal" rate above to cover room and board charges.

Ancillary outpatient services (laboratory, x-rays, or other medical services performed offsite to a person served residing in an IMD/SNF/MHRC) must be billed directly to Medi-Cal, pursuant to Title 22 of the CCR. County shall be informed and/or approve of any such service(s) to Medi-Cal ineligible persons served in advance of services being provided, where possible. Ancillary

charges for non-Medi-Cal persons served or non-Medi-Cal billable services may be billed separately from the monthly service invoice and submitted with supporting documentation to County.