

1 **AMENDMENT NO. 2 TO SERVICE AGREEMENT**

2 This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated  
3 \_\_\_\_\_ and is between each individual Contractor listed in Exhibit A-I “List of  
4 Contractors” attached hereto and incorporated herein by reference, and collectively hereinafter  
5 referred to as “Contractor(s)”, and the County of Fresno, a political subdivision of the State of  
6 California (“County”).

7 **Recitals**

8 A. On August 5, 2025, the County and Contractor(s) entered into a Master Agreement for  
9 Eating Disorder Services, which is County Agreement No. 25-383 (“Agreement”), for mental  
10 health services for seriously emotionally disturbed youth and adults with severe mental illness  
11 who are diagnosed with eating disorders, as required by Behavioral Health and Information  
12 Notice (BHIN) 22-009, as amended by County Agreement No. 25-482 effective September 23,  
13 2025.

14 B. The County and Contractor(s) now desire to further amend the Agreement to revise  
15 Exhibit D to align with the updated Department invoice requirements and increase the maximum  
16 compensation by One Million and No/100 Dollars (\$1,000,000.00). The increase in  
17 compensation is due to the first and second quarter projections indicating an increased medical  
18 necessity for residential treatment services for children and youth persons served; and

19 C. The County and Contractor Discovery Practice Management, Inc. d.b.a. Center for  
20 Discovery now desire to further amend the Agreement to revise Exhibit D – Attachment A-2 to  
21 include two relocated facilities.

22 The parties therefore agree as follows:

- 23 1. All references to Revised Exhibit A shall be deemed references to “Exhibit A-I”. Exhibit  
24 A-I attached and incorporated by this reference.
- 25 2. All references to Exhibit D shall be deemed references to “Revised Exhibit D”. Revised  
26 Exhibit D is attached and incorporated by this reference.
- 27 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.  
28 1 and this Amendment No. 2 together constitute the Agreement.

1 4. The Contractor(s) represents and warrants to the County that:

2 a. The Contractor(s) is duly authorized and empowered to sign and perform its  
3 obligations under this Amendment.

4 b. The individual signing this Amendment on behalf of the Contractor(s) is duly  
5 authorized to do so and his or her signature on this Amendment legally binds the  
6 Contractor(s) to the terms of this Amendment.

7 5. The parties agree that this Amendment may be executed by electronic signature as  
8 provided in this section.

9 a. An "electronic signature" means any symbol or process intended by an individual  
10 signing this Amendment to represent their signature, including but not limited to (1) a  
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
12 electronically scanned and transmitted (for example by PDF document) version of an  
13 original handwritten signature.

14 b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
15 equivalent to a valid original handwritten signature of the person signing this  
16 Amendment for all purposes, including but not limited to evidentiary proof in any  
17 administrative or judicial proceeding, and (2) has the same force and effect as the  
18 valid original handwritten signature of that person.

19 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
20 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
21 2, Title 2.5, beginning with section 1633.1).

22 d. Each party using a digital signature represents that it has undertaken and satisfied  
23 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
24 through (5), and agrees that each other party may rely upon that representation.

25 e. This Amendment is not conditioned upon the parties conducting the transactions  
26 under it by electronic means and either party may sign this Amendment with an  
27 original handwritten signature.  
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6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

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

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3 CONTRACTOR  
4 See Following Signature Pages  
5

COUNTY OF FRESNO

6 Garry Bredefeld, Chairman of the Board of  
7 Supervisors of the County of Fresno

8 **Attest:**  
9 Bernice E. Seidel  
10 Clerk of the Board of Supervisors  
11 County of Fresno, State of California

12 By: \_\_\_\_\_  
13 Deputy

14 For accounting use only:

15 Org No.: 56302230/56302175  
16 Account No.: 7295  
17 Fund No.: 0001  
18 Subclass No.: 10000  
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

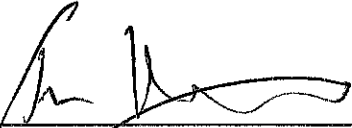
3 CONTRACTOR: **Oasis Eating Disorder Recovery,**  
4 **A Professional Psychology Corporation**

5 By 

6  
7 Print Name: Alicia Alva

8  
9 Title: Chief Operating Officer  
Chairman of the Board, President, or Vice President

10  
11 Date: 4/22/26

12  
13 By 

14  
15 Print Name: Tim Hawkins


16  
17 Title: Chief Financial Officer  
18 Secretary (of Corporation), Assistant Secretary,  
19 Chief Financial Officer, or Assistant Treasurer

20  
21 Date: 4/22/26

22 MAILING ADDRESS:  
23 1781 E Fir Ave, Suite 102  
24 Fresno, CA 93720

1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

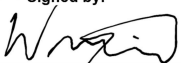
3 CONTRACTOR: **Discovery Practice Management, Inc. d.b.a. Center for Discovery**

4 Signed by:  
5 By   
6 8643E4B1DEC944A...

7 Print Name: Pete Clarke

8  
9 Title: CEO  
10 Chairman of the Board, President, or Vice President

11 Date: 4/20/2026

12  
13 Signed by:  
14 By   
15 07B64F6B8C5A434...

16 Print Name: WILLIAM BOULDIN

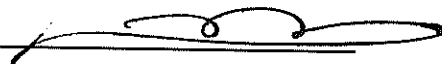
17 Title: CFO  
18 Secretary (of Corporation), Assistant Secretary,  
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 4/20/2026

21  
22 MAILING ADDRESS:  
23 18401 Von Karman Ave, Suite 500  
24 Irvine, CA 92616

1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

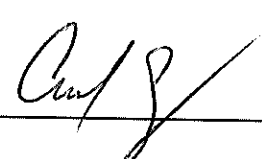
3 CONTRACTOR: BHC Alhambra Hospital, Inc. d.b.a. BHC Alhambra Hospital  
4

5 By 

6  
7 Print Name: Peggy Minnick

8  
9 Title: CEO  
Chairman of the Board, President, or Vice President

10  
11 Date: 4/22/26

12  
13 By 

14  
15 Print Name: Craig Corley

16  
17 Title: CFO  
Secretary (of Corporation), Assistant Secretary,  
18 Chief Financial Officer, or Assistant Treasurer

19  
20 Date: 4/21/2026

21  
22 MAILING ADDRESS:

23 4619 Rosemead Blvd  
24 Rosemead, CA 91770

**Exhibit A-I**  
**List of Contractors**

	<b>Contracted Provider</b>	<b>Contact</b>	<b>Rates Exhibit</b>
01	Oasis Eating Disorder Recovery, A Professional Psychology Corporation	Mailing Address: 1781 E Fir Ave, Suite 102, Fresno, CA 93720 Contact Person: Louisa Gee Phone Number: (559) 314-2413 E-mail address: <a href="mailto:info@oasiseatingrecovery.com">info@oasiseatingrecovery.com</a>	Revised Exhibit D – Attachment A-1
02	Discovery Practice Management, Inc. d.b.a. Center for Discovery	Mailing Address: 18401 Von Karman, Suite 500, Irvine, CA 92612 Contact Person: Magdalen Gustilo Phone Number: (714) 825-1800 Email Address: <a href="mailto:contracting@discoverybh.com">contracting@discoverybh.com</a>	Revised Exhibit D – Attachment A-2
03	BHC Alhambra Hospital, Inc. d.b.a. BHC Alhambra Hospital	Mailing Address: 4619 Rosemead Blvd, Rosemead, CA 91770 Contact Person: Brett Graves Phone Number: (626) 286-1191 ext. 292 Email Address: <a href="mailto:brett.graves@uhsinc.com">brett.graves@uhsinc.com</a>	Revised Exhibit D – Attachment A-3

## FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH FINANCIAL TERMS AND CONDITIONS

This Exhibit sets forth the financial terms and conditions, including compensation, invoicing, billing, audits, and other fiscal requirements, and is incorporated into the Agreement between County and Contractor(s). County shall ensure timely and accurate compensation for services delivered and fulfill all responsibilities associated with funding sources under this Agreement.

### **I. Compensation**

County shall compensate Contractor(s) for services rendered under this Agreement, subject to the limitations and conditions herein. Compensation under this Agreement shall be paid only for services performed in accordance with its terms, while the Agreement is in effect, and subject to the amounts stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

#### **a. Total Maximum Compensation**

In no event shall total compensation payable to Contractor(s) for all services provided under this Agreement exceed Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), during the entire term of this Agreement.

The maximum compensation may be increased only through a written amendment, contingent on the availability of sufficient funds.

#### **i. Illustrative Table**

<b>Fiscal Year (FY)</b>	<b>Total FY Maximum Compensation</b>
FY 2025-26	\$1,500,000.00
FY 2026-27	\$1,500,000.00
FY 2027-28	\$1,500,000.00
FY 2028-29	\$1,500,000.00
FY 2029-30	\$1,500,000.00
	\$7,500,000.00

#### **b. Maximum Compensation**

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor(s) shall be as follows:

August 5, 2025 – June 30, 2026: One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)

July 1, 2026 – June 30, 2027: One Million Five Hundred Thousand and No/100 Dollars  
(\$1,500,000.00)

July 1, 2027 – June 30, 2028: One Million Five Hundred Thousand and No/100 Dollars  
(\$1,500,000.00)

July 1, 2028 – June 30, 2029: One Million Five Hundred Thousand and No/100 Dollars  
(\$1,500,000.00)

July 1, 2029 – June 30, 2030: One Million Five Hundred Thousand and No/100 Dollars  
(\$1,500,000.00)

These amounts will be reimbursed based on actual costs in accordance with the approved rates indicated in each Contractor's Exhibit D subpart up to the FY maximum listed above.

**c. Rates**

The eating disorder treatment services provided by Contractor(s) under this Agreement shall be reimbursed in accordance with the rate schedule set forth in each Contractor's Exhibit D subpart, which is incorporated herein by reference and made part of this Agreement.

The County agrees to pay, and Contractor(s) agrees to receive, compensation for each day authorized persons served placed by County receive eating disorder treatment services whether or not the person served has Medi-Cal, private insurance, or has no other coverage, at the rate(s) set within each Contractor(s)' respective Exhibit D subpart.

For the purposes of billing, a day shall be defined as any portion of a twenty-four (24) hour day beginning at 8:00 a.m. and ending at 7:59 a.m. the following day. Day of discharge shall not be billed. However, a day of service may be billed if the person is admitted and discharged during the same day provided that such admission and discharge is not within twenty-four (24) hours of a prior discharge.

Rate setting for eating disorder treatment service rates shall occur on an annual basis in a format provided by, and a deadline set by County. Said rate changes shall not result in any change to the maximum compensation paid under this Agreement

**II. Invoices**

County shall process and pay Contractor(s)'s invoices for services rendered under this Agreement, subject to the limitations and conditions herein. Payment under this Agreement shall be made only for invoices submitted in accordance with its terms, while the Agreement is in effect, and subject to the deadlines and requirements stated in this section. County

employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

**a. Definition of Acceptable Invoice Definition**

An Acceptable Invoice is a complete, itemized invoice submitted in accordance with the submission requirements set forth in Section II(b) of this Exhibit. Each invoice shall include, at a minimum:

- ii. Contractor(s)'s legal name and remit-to address;
- iii. Invoice number and date;
- iv. Contract or Purchase Order (PO) number;
- v. Service period, including start and end dates;
- vi. Person's served name and date of birth;
- vii. Admit date, discharge date, number of days;
- viii. Itemized description of services, including units, rates, and applicable codes;
- ix. Total amount due, reflecting any credits or adjustments; and
- x. County department or cost center, if applicable.

In no event shall Contractor(s) submit claims to County for persons served that are not duly authorized by County to receive services.

**b. Invoice Submission Deadlines**

Contractor(s) shall comply with the following requirements for invoice submission and processing:

- i. Monthly Submission
  - 1. Contractor(s) shall use best efforts to submit monthly invoices, in arrears, by the fifteenth (15th) calendar day of each month.
  - 2. Invoices shall be submitted in the format prescribed by County. This timeline is intended to facilitate prompt processing and does not supersede the final submission deadline specified below.
- ii. Submission Method

All invoices shall be submitted electronically to the following recipients:

  - 1. [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov)
  - 2. [dbh-invoices@fresnocountyca.gov](mailto:dbh-invoices@fresnocountyca.gov)
  - 3. County's assigned DBH Staff Analyst

iii. Illustrative Table

The table below provides an example of FY 2026-2027 invoice deadlines.

Service Month	Target Submission	Initial Invoice Deadline	Supplemental*/ OHC Deadline
Jul 2026	Aug 15, 2026	Sep 29, 2026	Nov 28, 2026
Aug 2026	Sep 15, 2026	Oct 30, 2026	Dec 29, 2026
Sep 2026	Oct 15, 2026	Nov 29, 2026	Jan 28, 2027
Oct 2026	Nov 15, 2026	Dec 30, 2026	Feb 28, 2027
Nov 2026	Dec 15, 2026	Jan 29, 2027	Mar 30, 2027
Dec 2026	Jan 15, 2027	Mar 01, 2027	Apr 30, 2027
Jan 2027	Feb 15, 2027	Apr 01, 2027	May 31, 2027
Feb 2027	Mar 15, 2027	Apr 29, 2027	Jun 28, 2027
Mar 2027	Apr 15, 2027	May 30, 2027	Jul 29, 2027
Apr 2027	May 15, 2027	Jun 29, 2027	Aug 28, 2027
May 2027	Jun 15, 2027	Jul 30, 2027	Supplemental – Aug 29, 2027 OHC – Sep 28, 2027
June 2027	Jul 15, 2027	Aug 29, 2027	Supplemental – Aug 29, 2027 OHC – Oct 28, 2027

\*Supplemental allowed if initial invoice submission is timely

**c. Invoice Review and Withholding**

At the discretion of County, if an invoice is found to be incorrect or is otherwise not in proper form or substance, County may withhold payment for only the portion of the invoice deemed incorrect or improper. Prior to withholding payment, County shall provide Contractor(s) with at least five (5) calendar days' written notice. Contractor(s) shall continue providing services for up to ninety (90) calendar days after receiving notice of the invoice issue while resolution efforts are ongoing. If the invoice remains unresolved to County's satisfaction after the ninety (90) day period, County may elect to terminate this Agreement, in accordance with the termination provisions outlined in Article 6.

If County fails to provide notice of an incorrect or improper invoice and this results in delay in reimbursement, Contractor(s) may initiate the escalation process through County's DBH Finance Division's Invoice Review Team. This process may include escalation to the DBH Finance Division Manager and ultimately County's DBH Director or designee to ensure timely reimbursement.

If County withholds any portion of an invoice due to incorrect or improper form or substance, Contractor(s) shall resolve the issue and communicate any delays in resolution to County's DBH Finance Division Manager within ninety (90) calendar days of receiving notice of

the withholding. Failure to resolve or communicate within this timeframe may result in the withholding being deemed final and non-payable at the sole discretion of County.

Contractor(s) shall submit all initial invoices for services rendered within a given calendar month no later than sixty (60) calendar days following the end of the month in which services are provided. Invoices submitted after this 60-day period may be rejected and not processed for payment.

If the initial invoice is submitted within the required timeframe, supplemental or revised invoices may be submitted within one hundred twenty (120) calendar days following the end of the month in which services were provided. Supplemental invoices will not be accepted if the initial invoice is not submitted timely.

All billing related to Other Health Coverage (OHC) must be submitted within one hundred twenty (120) calendar days following the month in which services were provided.

The County shall not process or pay any invoices submitted more than sixty (60) calendar days after the end of the fiscal year in which the services were performed, except for claims related to Other Health Coverage (OHC), which must be submitted within one hundred twenty (120) calendar days following the month in which services were provided.

#### **d. Payment**

County shall make payment to Contractor(s) in arrears for services provided during the preceding month, within forty-five (45) calendar days after receipt, verification, and approval of the invoice by County.

Payments shall be made upon certification or other proof satisfactory to County that services have been performed or actual expenditures incurred in accordance with this Agreement. Any compensation not expended by Contractor(s) pursuant to this Agreement shall automatically revert to County.

##### **i. Incidental Expenses**

Contractor(s) shall be solely responsible for all costs and expenses not identified as reimbursable by County under this Agreement. Such costs include, but not limited to, administrative overhead, travel, and other incidental expenses.

### **III. Recoupments and Audits Requirements**

#### **a. Recoupment Process**

County shall recapture from Contractor(s) the value of any services or expenditures determined to be ineligible based on County or State monitoring results. County may enter into a repayment agreement with Contractor(s) for up to twelve (12) months, with the option to

extend to a total of twenty-four (24) months at County discretion. Repayment agreements require written approval by County. County may offset repayment amounts against future invoices or recoup all funds immediately. These remedies are not exclusive, and County may pursue other means of recovery.

Contractor(s) shall be financially liable for all disallowances or audit exceptions identified through State audits, County utilization reviews, or other oversight processes. Disallowed amounts must be remitted within forty-five (45) calendar days or will be withheld from subsequent payments. Contractor(s) shall not receive reimbursement for any services disallowed or denied by County or State review processes.

County will conduct periodic audits to verify clinical documentation, validate costs invoiced under cost reimbursement agreements, and ensure compliance with applicable regulations. Audits may require Contractor(s) to reimburse County for previously paid services under circumstances including, but not limited to:

- i. Fraud, Waste, or Abuse as defined in federal regulations.
- ii. Overpayment due to errors in claiming or documentation
- iii. Other reasons specified by DHCS in the SMHS Reasons for Recoupment guidance.

Contractor(s) shall reimburse County for all overpayments identified by any oversight entity within required timeframes. Funds owed must be paid within forty-five (45) calendar days of notification or will be offset against future payments.

**b. Audit Requirements**

The following requirements apply to all audits and reviews conducted under this Agreement.

Contractor(s) is responsible for ensuring the accuracy of all claims submitted, including proper documentation, coding, and compliance with SMHS standards. Contractor(s) shall maintain confidentiality of all records in accordance with HIPAA and applicable State and Federal laws.

Contractor(s) shall cooperate fully with County, DHCS, or other regulatory bodies in any audit or review, including providing access to records, documents, and facilities. Contractor(s) shall allow inspection and audit for ten (10) years following the Agreement's end date or until any audit or investigation is resolved, whichever is later, pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(i)(3)(i-iii).

**c. Single Audit Clause**

If Contractor(s) expends One Million Dollars (\$1,000,000.00) or more in Federal or Federal flow-through funds in any fiscal year, Contractor(s) shall conduct an annual audit in accordance with the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. The audit report and management letter shall be submitted to County within nine (9) months of the fiscal year end. The audit must include either a statement of findings or a statement that no findings were identified. If findings exist, Contractor(s) shall provide a corrective action plan signed by an authorized representative and take prompt action to address any material non-compliance or weakness.

Failure to perform the required audit may result in County conducting the audit or contracting with a public accountant to perform the audit at Contractor(s)'s expense. Audit costs related to this Agreement are the sole responsibility of Contractor(s).

If Contractor(s)'s Federal expenditures do not meet the Single Audit Clause threshold, Contractor(s) shall perform a program audit and submit to County within nine (9) months of the fiscal year end. The program audit must attest to Contractor(s)'s financial solvency and compliance with Agreement requirements.

Contractor(s) shall make all records and accounts available for inspection by County, the State, the Controller General of the United States, the Federal Grantor Agency, or their authorized representatives at all reasonable times for a period of at least three (3) years following the final payment under this Agreement or until all pending matters are resolved, whichever is later.

**d. Audit Requirements for Pass-Through Entities**

If County determines that Contractor(s) is a "subrecipient" or pass-through entity as defined in 2 C.F.R. § 200, Contractor(s) shall comply with all applicable cost principles, administrative requirements, and audit standards, including those governing claims for payment or reimbursement.

Financial audit reports must include a separate schedule identifying all funds received from or passed through the County. This schedule shall specify the Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor(s) will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractor(s) shall submit the financial audit report, including all attachments, the management letter, and any corresponding response to County within six (6) months of the end of the audit year. The County will forward the report to the County Auditor.

Any required corrective action plan must be submitted to County at the same time as the audit report or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

#### **IV. Additional Compliance and Reporting Requirements**

Contractor(s) acknowledges and agrees that its obligations under this Agreement are subject to all applicable local, State, and Federal laws and regulations, including but not limited to those governing Medi-Cal, HIPAA, and the False Claims Act.

##### **a. Notification of Changes**

Contractor(s) shall provide written notice to County of any material change affecting the performance of this Agreement, including but not limited to:

i. Organizational Changes

Changes in organizational name, Head of Service, or principal business address.

ii. Service Location Changes

Change in any service-delivery location. Notice shall be provided at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Such notice will become part of this Agreement upon written acknowledgment by the County, provided the change of address does not conflict with any other provisions of this Agreement.

iii. Ownership, Licensure, or Capacity Changes

Any change in ownership, organizational status, licensure, or Contractor(s)'s ability to provide the quantity or quality of the contracted services. Notice shall be provided immediately and no later than fifteen (15) calendar days following the change.

Failure to provide timely notice as required herein may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with the provisions outlined in Article 6.

##### **b. Record Maintenance and Retention**

Contractor(s) shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records include, but are not limited to:

- i. Service Delivery Documentation  
Monthly summary sheets, sign-in sheets, and other primary source documents supporting services provided.
- ii. Fiscal Records  
All financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenues, and expenditures. Fiscal records shall also comply with the requirements set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii. Retention Requirements  
Contractor(s) shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.
- iv. Access and Compliance  
Contractor(s) shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

**c. Financial Reports**

Contractor(s) shall submit audited financial reports to County on an annual basis. The audit shall:

- i. Standards  
Be conducted in accordance with GAAP and generally accepted auditing standards.
- ii. Submission Timeline  
The audit report, including all attachments, the management letter, and any corresponding response, must be submitted to County within six (6) months of the end of the audit year.
- iii. Corrective Action  
If findings are identified, Contractor(s) shall provide a corrective action plan signed by an authorized representative at the time of submission or

as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

Failure to submit required financial reports within the specified timeframe may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with Article 6.

**d. Agreement Termination**

In the event this Agreement is terminated, reaches its designated term, or Contractor(s) ceases operations, Contractor(s) shall:

i. Delivery of Records

Provide or make available to County all financial and service records accumulated under this Agreement, whether completed, partially completed, or in progress, within seven (7) calendar days of the termination or end date.

ii. Final Compensation

Contractor(s) shall be entitled to payment for all SMHS satisfactorily provided through and including the effective date of termination, subject to the terms and conditions of this Agreement.

This provision shall not limit or reduce any damages owed to County resulting from Contractor(s)'s breach of this Agreement.

Failure to comply with these requirements may result in withholding payment or other remedies available to the County under Article 6.

**e. Restrictions and Limitations**

This Agreement is subject to all restrictions, limitations, and conditions imposed by County, State, or Federal funding sources that may affect the fiscal provisions or funding for this Agreement. Key provisions include:

i. Funding Contingency

This Agreement is contingent upon sufficient funds being made available by County, State, or Federal sources for the term of this Agreement. If the State or Federal governments reduce financial participation in the Medical program, County shall meet with Contractor(s) to discuss renegotiating the services required.

ii. Fiscal Year Funding

Funding is allocated by fiscal year. Any unspent appropriation for a fiscal year does not roll over and is not available for services provided in subsequent years.

iii. Delayed Payments

In the event funding for these services is delayed by the State Controller, County may defer payments to Contractor(s). The deferred amount shall not exceed the amount of funding delayed by the State Controller to County. The deferral period shall not exceed the duration of the State Controller's delay plus forty-five (45) calendar days.

**f. Financial Compliance and Enforcement**

County maintains the right to monitor Contractor(s)'s performance under this Agreement to ensure accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

Contractor(s) shall claim and collect all other available revenues, including but not limited to Medicare, private insurance, grants, client rent/fees, and any other third-party funding sources. Contractor(s) shall maintain accurate records of all such revenues collected and report them to County in the format and frequency specified by County. Reports shall be submitted concurrently with monthly invoices or as otherwise directed and must include sufficient detail to support reconciliation and verification of revenue sources.

No federal funds provided under this Agreement shall be used to pay the salary of an individual at a rate exceeding Level 1 of the Executive Schedule, as published by U.S. Office of Personnel Management and amended from time to time amended.

Federal Financial Participation shall not be available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or should have known of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud, pursuant to 42 U.S.C. section 1396b(i)(2).

Contractor(s) shall be responsible for any disallowances resulting from inadequate documentation.

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

If Contractor(s) fails to comply with any provision of this Agreement, County may, upon written notice, be relieved of its obligation to provide further compensation.

**g. Compliance with Federal and State Laws**

Contractor(s) shall comply with all applicable Federal and State laws and regulations governing the provision of services and the use of funds under this Agreement, including but not limited to:

- i. The False Claims Act employee training and policy requirements set forth in 42 U.S.C. §1396a(a)(68) and any related guidance issued by the U.S. Department of Health and Human Services;
- ii. Medi-Cal program requirements;
- iii. HIPAA privacy and security standards;
- iv. Any other applicable statutes, regulations, and administrative rules.

Contractor(s) shall maintain documentation demonstrating compliance with these requirements and make such documentation available to County upon request.

**h. Restrictions on Fund Redirection**

Contractor(s) shall not redirect or transfer funds from one funded program to another funded program under this Agreement, except through a duly executed amendment approved by County.

Contractor(s) shall not allocate or charge services provided to an eligible person under one funded program to another funded program unless the person served is also eligible for services under the second funded program.

**i. Record Retention and Access**

Contractor(s) shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records shall include, but are not limited to:

- i. Service delivery documentation (e.g., monthly summary sheets, sign-in sheets, and other primary source documents);
- ii. Fiscal records maintained in accordance with Generally Accepted Accounting Principles (GAAP), accounting for all funds, tangible assets, revenues, and expenditures;
- iii. Documentation required under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**Retention Requirements:**

Contractor(s) shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

**Access and Compliance:**

Contractor(s) shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

## Revised Exhibit D – Attachment A-1 Fee Schedule

**Provider Name: Oasis Eating Disorders Recovery,  
A Professional Psychology Corporation**

Mailing Address: 1781 E. Fir Ave, Suite 102 Fresno, CA 93720  
 Contact Person: Louisa Gee  
 Phone Number: 559-314-2413  
 E-mail address: info@oasiseatingrecovery.com

Eating Disorder Treatment - Level of Care	Population Served	Is this Program In-Person or Virtual?	Daily Rate
<b>Inpatient (IP)</b>	N/A	N/A	N/A
<b>Residential Treatment Center (RTC)</b>	N/A	N/A	N/A
<b>Partial Hospitalization Program (PHP)</b>	Adolescent and Adults Males and Females 12+	In Person	\$891.00
<b>Intensive Outpatient Program (IOP)</b>	Adolescent and Adults Males and Females 12+	In Person	\$544.00

## Revised Exhibit D – Attachment A-2 Fee Schedule

**Provider Name: Discovery Practice Management,  
Inc. d.b.a. Center for Discovery**

Mailing Address: 18401 Von Karman, Suite 500, Irvine, CA 92612  
 Contact Person: Magdalen Gustilo  
 Phone Number: (714) 825-1800  
 Email Address: contracting@discoverybh.com

Eating Disorder Treatment - Level of Care	Population Served	Is this Program In-Person or Virtual?	Daily Rate
<b>Inpatient (IP)</b>	N/A	N/A	N/A
<b>Residential Treatment Center (RTC)</b>	Ages 10+	In-Person	\$2484.00
<b>Partial Hospitalization Program (PHP)</b>	Ages 10+	Both	\$1552.00
<b>Intensive Outpatient Program (IOP)</b>	Ages 10+	Both	\$725.00

**CFD & DMAP Corporate, Correspondence, & Billing Address**

Entity	Address	County	Website	Current Service(s)	Tax ID	NPI
<b>Discovery Practice Management, Inc</b>	18401 Von Karman Ave. Ste 500 Irvine, CA 92612	Orange		ALL Correspondence & Billing Address	95-4628972	N/A

**CFD ED/MH RTC Facilities**

Facility	Address	County	Website	Current Service(s)	Tax ID	NPI
Center For Discovery, <b>Del Mar</b>	4421 Carmel Valley Rd. San Diego, CA 92130-2409	San Diego	<a href="https://centerfordiscovery.com/locations/del-mar/">https://centerfordiscovery.com/locations/del-mar/</a>	ED: RTC, PHP Adult Women, Ages 16+	95-4628972	1346621711
Center For Discovery, <b>Los Angeles</b>	2207 Pelham Ave. Los Angeles, CA 90064-2006	Los Angeles	<a href="https://centerfordiscovery.com/locations/west-los-angeles/">https://centerfordiscovery.com/locations/west-los-angeles/</a>	ED: RTC, PHP Adol & Adult, Ages 11-17	95-4628972	1952286924
Center For Discovery, <b>Orange</b>	2629 E Chapman Ave., Suite A Orange, CA 92869-3206	Orange	<a href="https://centerfordiscovery.com/locations/orange-ca/">https://centerfordiscovery.com/locations/orange-ca/</a>	ED: RTC, PHP Child & Adol, Ages 11-17	95-4628972	1710253604
Center For Discovery, <b>Menlo Park</b>	1895 Altschul Ave. Menlo Park, CA 94025-6515	San Mateo	<a href="https://centerfordiscovery.com/locations/menlo-park/">https://centerfordiscovery.com/locations/menlo-park/</a>	ED: RTC, PHP Adol, Ages 10-18	95-4628972	1194106567
Center For Discovery, <b>Sacramento</b>	5422 Cavitt Stallman Rd. Granite Bay, CA 95746-9491	Sacramento	<a href="https://centerfordiscovery.com/locations/granite-bay/">https://centerfordiscovery.com/locations/granite-bay/</a>	ED: RTC, PHP Adol & Adult Women, Ages 16 +	95-4628972	1851753339
Center For Discovery, <b>Thousand Oaks</b>	228 Rimrock Rd. Thousand Oaks, CA 91361-5203	Ventura	<a href="https://centerfordiscovery.com/locations/thousand-oaks/">https://centerfordiscovery.com/locations/thousand-oaks/</a>	ED: RTC, PHP Adol & Adult Ages 16+	95-4628972	1942745286

**CFD & DMAP PHP & IOP Facilities**

Facility	Address	County	Website	Current Service(s)	Tax ID	NPI
Center For Discovery, <b>Beverly Hills</b>	8383 Wilshire Blvd., Ste 650 Beverly Hills, CA 90211-3213	Los Angeles	<a href="https://centerfordiscovery.com/locations/beverly-hills-outpatient/">https://centerfordiscovery.com/locations/beverly-hills-outpatient/</a>	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1114308590
Center for Discovery, <b>Glendale</b>	535 N Brand Blvd., Ste 350 Glendale, CA 91203-3952	Los Angeles	<a href="https://centerfordiscovery.com/locations/glen-dale/">https://centerfordiscovery.com/locations/glen-dale/</a>	ED/MH: PHP/IOP Child, Adol, & Adult, Ages 10+	95-4628972	1841776226
Center For Discovery, <b>Irvine</b>	18872 MacArthur Blvd, Suite 400 Irvine, CA 92612	Orange	<a href="https://centerfordiscovery.com/locations/irvine/">https://centerfordiscovery.com/locations/irvine/</a>	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1235841180
Center For Discovery/Discovery Mood & Anxiety Program, <b>Los Alamitos</b>	4281 Katella Ave., Ste 131 Los Alamitos, CA 90720-6507	Orange	<a href="https://discoverymood.com/locations/los-alamitos/">https://discoverymood.com/locations/los-alamitos/</a>	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1164803201 ED; 1912075698 MH
Center For Discovery, <b>Sacramento ED OP</b>	1601 Response RD. #385 Sacramento, 95815	Sacramento	<a href="https://centerfordiscovery.com/locations/sacramento/">https://centerfordiscovery.com/locations/sacramento/</a>	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1336727965
Center For Discovery, <b>San Diego</b>	5414 Oberlin Dr., Ste 200 San Diego, CA 92121-4744	San Diego	<a href="https://centerfordiscovery.com/locations/san-diego/">https://centerfordiscovery.com/locations/san-diego/</a>	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1336870658
Center For Discovery, <b>South Bay</b>	21515 Hawthorne Blvd., Ste 370 Torrance, CA 90503-6556	Los Angeles	<a href="https://centerfordiscovery.com/locations/torrance/">https://centerfordiscovery.com/locations/torrance/</a>	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1255828000
Center For Discovery, <b>Temecula ED</b>	27708 Jefferson Ave. #101 Temecula, Ca 92590	Riverside	<a href="https://centerfordiscovery.com/locations/temecula/">https://centerfordiscovery.com/locations/temecula/</a>	ED: PHP, IOP Adol & Adult, Ages 10+	95-4628972	1174166607
Center For Discovery, <b>Woodland Hills</b>	21650 Oxnard St., Ste 2375 Woodland Hills, CA 91367	Los Angeles	<a href="https://centerfordiscovery.com/locations/woodland-hills/">https://centerfordiscovery.com/locations/woodland-hills/</a>	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	95-4628972	1811432909

**Revised Exhibit D – Attachment A-3  
Fee Schedule**

**Provider Name: BHC Alhambra Hospital, Inc.  
d.b.a. BHC Alhambra Hospital**

Mailing Address: 4619 Rosemead Blvd, Rosemead, CA 91770  
Contact Person: Brett Graves  
Phone Number: (626) 286-1191 ext. 292  
Email Address: brett.graves@uhsinc.com

Eating Disorder Treatment - Level of Care	Population Served	Is this Program In-Person or Virtual?	Daily Rate
<b>Inpatient (IP)</b>	Adolescent and Adults	In-Person	\$1625.00
<b>Residential Treatment Center (RTC)</b>	Adults	In-Person	\$1525.00
<b>Partial Hospitalization Program (PHP)</b>	Adolescent and Adults	Virtual	\$825.00
<b>Intensive Outpatient Program (IOP)</b>	Adolescent and Adults	Virtual	\$540.00