

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BHC FREMONT HOSPITAL, INC. DBA FREMONT HOSPITAL**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BHC FREMONT HOSPITAL, INC. DBA FREMONT HOSPITAL, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on October 17, 2023, for psychiatric inpatient services for the term of July 1, 2023 through June 30, 2025, in an amount not to exceed \$1,750,000; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$2,050,000 to an amount not to exceed \$3,800,000, with no change to the term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section II. ARTICLE 1, 1.1 General Agreement of the agreement is amended to read as follows:

1.1 General Agreement

Contractor agrees to provide Psychiatric Inpatient Hospital Services (services) within the scope of its licensure to Beneficiaries in need of such services, and agrees to accept payment from County as payment in full for such services as set forth in this Agreement and the following Appendices attached here to and incorporated herein:

Appendix A: Definitions

Appendix B: Basic Insurance Requirements

Appendix C: Criteria, Policy & Procedure Special Admission

Attachment E: Fingerprinting Certification

Attachment I: Rehabilitation Act Section 504

Contractor cannot look to client for reimbursement for the units of services provided under this Agreement, except as provided under Medi-Cal Share of Cost Regulations. County agrees to pay Contractor as set forth in Article 2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000). Contractor's obligations hereunder will include, but will not be limited to, the following:

- (a) Contractor will, at its own expense, provide and maintain space, utilities, equipment and furniture at the Facility as may be necessary to provide services, and to clean and maintain such space, utilities, equipment and furniture in good order and repair.
- (b) Contractor will retain, at its own expense, all such professional, allied and supportive paramedical personnel as may be reasonably necessary and appropriate to provide services.
- (c) Contractor will, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
- (d) Contractor will provide services within the scope of Contractor's licensure to all Beneficiaries who are referred to Contractor by County, unless compelling clinical or operational circumstances exist that contraindicate admission.
- (e) Contractor agrees to obtain consent to treat each Beneficiary in a specific form or format pursuant to California Welfare and Institutions Code Section 5326.2 or any other applicable statute or regulation.
- (f) Contractor will refer Beneficiaries for other services when necessary.

2. Section II. ARTICLE 2, 2.1(b) Maximum Obligation of the agreement is amended to read as follows:

(b) Maximum Obligation

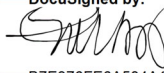
In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the

amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

- 3. All other terms and conditions of the agreement dated October 17, 2023, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: BHC FREMONT HOSPITAL, INC. DBA FREMONT HOSPITAL

DocuSigned by:

B7E376EE6A584A1

Contractor Signature

08/29/2024

Date

Patricia Williams

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board