### Amendment No. 3 to the AGREEMENT BETWEEN COUNTY OF LAKE AND COMMUNITY BEHAVIORAL HEALTH FOR SPECIALTY MENTAL HEALTH SERVICES FOR FISCAL YEARS 2023-24, 2024-25 and 2025-26

This Amendment No. 1 to the Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Community Behavioral Health, hereinafter referred to as "Contractor," collectively referred to as the "parties."

#### **RECITALS**

**WHEREAS**, the County entered into an Agreement with Contractor effective August 1, 2023, and:

WHEREAS, utilization of services provided by Contractor exceeded projections, and;

**WHEREAS**, the parties amended the Agreement the first time on February 27, 2024 (Amendment No. 1) to increase the rates for Licensed Professionals of the Healing Arts effective November 1, 2023 and to increase the overall contract maximum to meet service demands and projections for services; and

**WHEREAS**, the contract was amended a second time on April 9<sup>th</sup>, 2024 to correct an error in the recitals of the Amendment No. 1 where the increase in contract maximum was noted as \$600,000 when it should have read an increase of \$2,600,000 for a total maximum compensation of \$3,200,000.

**WHEREAS**, the parties now desire to amend the Agreement a third time to increase the total compensation payable under the Agreement by \$12,400,000.00 for a new contract maximum of \$13,000,000.00 and must amend item three, "Compensation," to reflect this change.

**NOW THEREFORE**, based on the foregoing recitals, the parties hereto agree as follows:

3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, "**Scope of Services**." **Compensation to Contractor shall not exceed Thirteen Million Dollars (\$13,000,000.00).** 

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, "**Fiscal Provisions**," attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

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#### Section 6.1 of EXHIBIT B – "Fiscal Provisions" is hereby amended to state as follows:

Provider Type	Rate
Physician's Assistant or Nurse Practitioner	\$625.41/hour
MD or DO	\$1,394.46/hour
Medical Assistant	\$204.54/hour
LPHA (LMFT or LCSW)	\$362.91/hour
Unspecified Support Staff	\$39.67/hour

<sup>\*</sup>Travel expenses connected to on-site services including mileage, flights, hotels and drive time will be billed to LCBHS

<sup>\*</sup>Commute time will not be billed additionally if built into schedule

<sup>\*</sup> Every 4 hours of service will result in an additional 30 minutes of billable time for bridged care.

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The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

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COUNTY OF LAKE	COMMUNITY BEHAVIORAL HEALTH
Chair, Board of Supervisors Date:	Ornella Addonizio, MD / 1   2024
APPROVED AS TO FORM: LLOYD GUINTIVANO	ATTEST: SUSAN PARKER
County Counsel  By:	Clerk to the Board of Supervisors  By:
Date: 67/05/2024	Date:

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