

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AURORA BEHAVIORAL HEALTHCARE – SANTA ROSA, LLC dba AURORA SANTA ROSA HOSPITAL

This Amendment #1 to Agreement Number 2024-367, dated December 2, 2024, by and between the County of Tehama, through its Health Services Agency (County) and Aurora Behavioral Healthcare - Santa Rosa, LLC dba Aurora Santa Rosa Hospital (Contractor) for the provision of Psychiatric Inpatient Services, shall be amended as follows:

4. COMPENSATION

COUNTY shall compensate CONTRACTOR for services rendered pursuant to the rates established in Exhibit B attached hereto and made a part hereof. The total maximum compensation payable to CONTRACTOR by COUNTY pursuant to Exhibit B shall not exceed Three Hundred Thousand dollars and no cents (\$500,000.00) for any one fiscal year (July - June). The total maximum compensation payable under this agreement is \$1,000,000.00. In the event that expenses and/or costs exceed this amount, CONTRACTOR may request renegotiation of the rate of services provided under the terms of the Contract upon written notice. The parties shall renegotiate in good faith. CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONTRACTOR shall have no claim against COUNTY for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. CONTRACTOR shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to compensate or reimburse CONTRACTOR for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONTRACTOR that exceed the Maximum Compensation amount set forth above. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. This provision shall survive the expiration or other termination of this Agreement.

Notwithstanding the above, upon request by the County, CONTRACTOR shall continue to provide Medically Necessary Covered Services to County patients who are receiving such services from CONTRACTOR as of the date of termination of this Agreement for a period of ninety (90) days or until the County patient can be discharged or transferred to another facility.

It is mutually agreed that all other terms and conditions of Agreement Number 2024-367 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Jayme S. Bottke, Executive Director

**AURORA BEHAVIORAL HEALTHCARE –
SANTA ROSA, LLC, dba AURORA SANTA
ROSA HOSPITAL**

Date: _____

Tristan Ivy, Chief Executive Officer

123077
Vendor Number