

**AMENDMENT NUMBER THREE**

**BLUE CROSS OF CALIFORNIA  
COUNTY MEDICAL SERVICES PROGRAM (CMSP)  
PARTICIPATING FACILITY AGREEMENT**

This Amendment to the Blue Cross of California CMSP Participating Facility Agreement is effective as of **January 1, 2014**, between Blue Cross of California and Affiliates ("BLUE CROSS") and **El Dorado County Psychiatric Health Facility** ("FACILITY").

**RECITALS**

- A. ANTHEM BLUE CROSS and FACILITY have previously entered into a Blue Cross of California CMSP Participating Facility Agreement ("Agreement") effective August 15, 2010, whereby FACILITY is designated as a Participating CMSP Psychiatric Health Facility.
- B. BLUE CROSS' Affiliate, BC Life & Health Insurance Company, has or is about to enter into an agreement with the County Medical Services Program Governing Board ("Governing Board") to act as a third party administrator to administer health care services, including without limitation, claims processing, provider contracting, and utilization management, on a self-funded basis for adults served by the County Medical Services Program ("CMSP") and the Path2Health Program in certain California counties.
- C. Pursuant to Section 13.9 of the Agreement, the parties desire to amend the Agreement to provide for the following changes to the Agreement:

**THEREFORE, IT IS AGREED:**

- I. Section 11.1 is hereby deleted in its entirety and replaced with the following: When executed by both parties, this Agreement shall become effective January 1, 2014 and shall continue in effect for two (2) years ("Initial Term") Thereafter, this Agreement shall continue upon the same terms and conditions unless terminated pursuant to Section 12.2.
- II. Section 11.2 is deleted in its entirety and replaced with the following: Either party may terminate, or request renegotiations of this Agreement as of the expiration of the Initial Term by giving at least one hundred twenty (120) days prior written notice. Thereafter, either party may terminate this Agreement with or without cause

by giving at least one hundred (120) days prior written notice. Nothing in this Agreement shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

- III. **Section 13.5** is hereby deleted in its entirety and replaced with the following:  
All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

To BLUE CROSS at:

Blue Cross of California  
State Sponsored Programs  
21555 Oxnard Street CAAC08-008D  
Woodland Hills, CA 91367  
ATTN: Director of Provider Engagement & Contracting

To FACILITY at:

County of El Dorado  
Health and Human Services Agency  
3057 Briw Road  
Placerville, CA 95667

Atten: Contracts Unit

- IV. Upon acceptance by the parties, this Amendment, as of the effective date hereof, shall become a part of the Agreement, and all provisions of the Agreement not specifically inconsistent herewith shall remain in full force and effect.

For ANTHEM BLUE CROSS

For EL DORADO COUNTY  
PSYCHIATRIC HEALTH FACILITY

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Aldo De La Torre  
Vice President  
Provider Engagement and  
Contracting

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Norma Santiago, Chair  
Board of Supervisors

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Date

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Date