

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

DYCORA TRANSITIONAL HEALTH – SAN JOSE, LLC (“ASSIGNOR”)

And

INSPIRE BEHAVIORAL HEALTH, LLC (“ASSIGNEE”)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of the date of the formal name change to Inspire Behavioral Health, LLC, June 13, 2022, by and between Dycora Transitional Health – San Jose, LLC, a California corporation (hereinafter, “**Assignor**”), and Inspire Behavioral Health, LLC, also a California corporation with the same physical address (“**Assignee**”).

I. RECITALS

A. COUNTY OF MONTEREY (“**County**”) and Assignor entered into Mental Health Services Agreement A-14891, effective as of July 1, 2020 (the “**Agreement**”), providing mental health services to gravely disabled Monterey County adult residents with severe psychiatric disabilities in a secure Skilled Nursing Facility as an Institution for Mental Disease (IMD), and attached hereto as **Exhibit A1**, and hereby incorporated by this reference.

B. Assignor wishes to assign to Assignee all of its rights, title and interest in and to, and all of its obligations under, the Agreement as of June 13, 2022, and Assignee desires to accept such assignment and to assume such obligations as of June 13, 2022.

C. This Assignment is made to confirm the County’s acknowledgement and consent of Assignor intentions to assign its rights, title, and interest in and to, and all of its obligations under, the aforementioned Agreement to Assignee, and Assignee accepts such assignment and to assume such obligations.

II. AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Effective as of June 13, 2022, (“**Assignment Effective Date**”), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. **Assumption.** Effective as of June 13, 2022, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after June 13, 2022, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.

3. **Successors and Assigns.** This Assignment shall be binding on and inure to the benefit of Assignee and their respective successors and assigns.

4. **Third Party Beneficiaries.** Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

5. The Assignor, the Assignee, and the County agree that any payments made in good faith by or on behalf of the County to either the Assignor or the Assignee, after the Assignment Effective Date but prior to the execution of this Assignment and Assumption Agreement, shall be deemed to have been made to the party entitled to receive such payment pursuant to the Agreement and to this Assignment and Assumption Agreement, and the County shall have no further obligation to either Assignor or Assignee with respect to such payments previously made, notwithstanding other provisions of this Assignment and Assumption Agreement. The Assignor remains entitled to payment for services rendered prior to the Assignment Effective Date, to the extent such payment has not been made by or on behalf of the County on or before the date of the execution of this Assignment and Assumption Agreement, and the County shall remit any such payment to the Assignor to the extent owed, subject to the terms of the Agreement. This Assignment and Assumption Agreement shall not diminish the obligations of the Assignor with respect to performance owed prior to the Assignment Effective Date, nor adversely affect any claims the County may have or assert, now or in the future, with respect to such performance obligations of the Assignor.

6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date of the final **County** signature below.

ASSIGNOR: Dycora Transitional Health – San Jose, LLC	ASSIGNEE: Inspire Behavioral Health, LLC
DocuSigned by: By: <u>Joshua Gastwirth</u> 1/18/2023 1:58 PM PST <small>Signature...</small> <small>Date</small>	DocuSigned by: By: <u>Joshua Gastwirth</u> 1/18/2023 1:58 PM PST <small>Signature...</small> <small>Date</small>
Joshua Gastwirth Auth rep <hr/> Print Name and Title	Joshua Gastwirth Auth rep <hr/> Print Name and Title
Tax ID#: 81-4510759	Tax ID#: 86-2560538

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.

By: _____
 Contracts /Purchasing Manager

Date: _____

By: _____
 Department Head (if applicable)

Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Ma Mon
2617DD077D45498...
 Auditor-Controller

Date: 4/5/2023 | 2:22 PM PDT

APPROVED AS TO LEGAL FORM:
 STACY L. SAETTA, Chief Deputy County Counsel

DocuSigned by:
 By: Stacy Saetta
COECE1B99F444A9...

Date: 4/5/2023 | 1:54 PM PDT