

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this 28th day of April, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CLINICA SIERRA VISTA**, a California Non-Profit Organization, whose address is 1430 Truxton Avenue, Suite #400, Bakersfield, CA 93301, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-17-579, effective November 14, 2017, hereinafter referred to as "Agreement", whereby CONTRACTOR agreed to provide four service components of integrated behavioral health: mental health prevention and early intervention (PEI); specialty mental health services for adults with severely and mentally ill (SMI) diagnoses; specialty mental health for children and youth severely emotionally disturbed (SED) diagnoses; and substance use disorder (SUD) treatment services for children, families, and adults at community primary care clinics as specified in this Agreement and as part of the County of Fresno's development of a broad continuum of services at various levels of care; and

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-17-579, Page Thirteen (13), beginning with Line Twenty-One (21) with the word "Modification" and ending on Page Fourteen (14) Line Ten (10) with the word "Agreement" be deleted and the following inserted in its place:

"7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, minor changes to services, staffing, and responsibilities of the CONTRACTOR, as needed, and changes to accommodate changes in the laws relating to mental health treatment, may be made with the signed written approval of COUNTY's

1 DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's
2 Counsel and the COUNTY's Auditor-Controller's Office.

3 In addition, changes to expense category (i.e., Salary & Benefits,
4 Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in
5 the budgets, and changes to the volume of units of services/types of service units to be provided as set
6 forth in Exhibit C, that do not exceed ten percent (10%) of the maximum compensation payable to the
7 CONTRACTOR may be made with the written approval of COUNTY's DBH Director, or designee.
8 Changes to the expense categories in the budget that exceed ten percent (10%) of the maximum
9 compensation payable to the CONTRACTOR, may be made with the signed written approval of
10 COUNTY's DBH Director, designee through an amendment approved by COUNTY's Counsel and
11 COUNTY's Auditor-Controller's Office.

12 For the period of March 1, 2020 to June 30, 2020, changes to expense category
13 (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed
14 Assets, etc.) subtotals in the budgets, and changes to the volume of units of services/types of service
15 units to be provided as set forth in Exhibit C, that do not exceed twenty percent 20% of the maximum
16 compensation payable to the CONTRACTOR may be made with the written approval of COUNTY's
17 DBH Director, or designee.

18 Said modifications shall not result in any change to the annual maximum
19 compensation amount payable to CONTRACTOR, as stated in this Agreement."

20 2. Except as otherwise provided in this Amendment I, all other provisions of the
21 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
22 retroactive to March 1, 2020.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

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4 **CONTRACTOR:**
5 **CLINICA SIERRA VISTA**

COUNTY OF FRESNO:

6 By 

By 

Ernest Buddy Mendes,
Chairman of the Board of Supervisors
of the County of Fresno

7
8 Print Name: Brian O. Harris

9 Title: Chief Executive Officer
10 Chairman of the Board, or
11 President, or any Vice President

12 Date: 04/13/2020

BERNICE E. SEIDEL,
Clerk of the Board of Supervisors
County of Fresno, State of California

13
14 By 

By 

Deputy

15 Print Name: Marko Horvat

16 Title: Chief Financial Officer
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: 04/13/2020

22 Mailing Address:
23 1430 Truxton Avenue, Suite #400
24 Bakersfield, CA 93301
25 Phone #: (661) 635-3050
26 Contact: Taya Power

27 Fund/Subclass: 0001/10000
28 Organization: 56304325

56304532
56302081
Account #: 7295/0

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