

AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this __4th__ day of __June__, 2019, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **PROMESA BEHAVIORAL HEALTH**, and whose remit to address is 7120 N. Marks Avenue, Suite 110, Fresno, CA 93711, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-696, dated December 11, 2018 hereinafter referred to as the Agreement; and

WHEREAS the parties 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 acknowledged, the parties agree as follows:

1. That the existing COUNTY agreement No. 18-696, Paragraph Four (4) - COMPENSATION – in the Agreement on Page Five (5), beginning on Line Three (3) and ending on Page Five (5), Line Nine (9) with the word "period" be deleted and the following inserted in its place:
"Monthly invoices shall be submitted in accordance with Section Five (5), INVOICING, of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. For the period commencing January 1, 2019 through June 30, 2019, in no event shall actual services performed be in excess of Two Hundred Ninety Five Thousand and No/100 Dollars (\$295,000.00). Should the Agreement be extended as stated in Section 2, in no event shall actual services performed be in excess of Two Hundred Thousand and No/100 (\$200,000.00) for each twelve (12) month period."

2. That the existing COUNTY agreement No. 18-696, Paragraph Sixteen (16) - INSURANCE – be amended starting on Page Sixteen (16), Line Two (2) after the word "basis" by inserting the following:

F. Cyber Liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is

1 undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving
2 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
3 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
4 release of private information, alteration of electronic information, extortion and network security. The
5 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well
6 as credit monitoring expenses with limits sufficient to respond to these obligations.”

7 3. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
8 Agreement No.18-696, and that upon execution of this Amendment, the Agreement and Amendment I,
9 together shall be considered the Agreement.

10 4. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
11 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
12 in full force and effect. This Amendment II shall be retroactively effective January 1, 2019.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **CONTRACTOR:**
Promesa Behavioral Health

COUNTY OF FRESNO

4 Michael Der Manuel
5 (Authorized Signature)

Nathan Magsig
Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

6 **MICHAEL DER MANOUEL PRESIDENT**

7 Print Name & Title (Chairman of Board, or
President, or Vice President)

8 Fred Olmstead
9 (Authorized Signature)

10 Fred Olmstead
11 Print Name

12 Secretary
13 Title (Secretary of Corporation, or Chief
Financial Officer/Treasurer, or any
Assistant Secretary or Treasurer)

14 7120 N. MARKS AVENUE, SUITE 110

15 Fresno CA 93711
16 Mailing Address

17 **ATTEST:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

22 By: Susan Bishop
23 Deputy

24 FOR ACCOUNTING USE ONLY:

25 ORG No.: 56302081
26 Account No.: 7295
27 Requisition No.: