

**AMENDMENT NO. 2 TO SERVICE AGREEMENT**

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated March 25, 2025 and is between each contractor listed in Exhibit A-I "DMC Residential Treatment Vendor List," (each a "Contractor" and collectively as "Contractors"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. County is authorized through its Intergovernmental Agreement with the California Department of Health Care Services ("DHCS" or "State") to arrange for the provision of mandated Residential Substance Use Disorder (SUD) treatment services, also known as Drug Medi-Cal (DMC) in Fresno County.

B. County is authorized to contract with privately operated agencies for the provision of alcohol and other drug treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code.

C. Contractors are certified by the State to provide services required by the County.

D. On June 20, 2023, the County and the Contractors entered into DMC Residential Master Agreement, which is County agreement number 23-291 ("Agreement"), for the provision of mandated Residential SUD treatment services in Fresno County.

E. On June 4, 2024, the County and the Contractors entered into Amendment No. 24-261 to the Agreement ("Amendment No. 1"), to amend various subsections of the Agreement to update provider reporting requirements to align with California Advancing and Innovating Medi-Cal (CalAIM) initiatives and the County's new Electronic Health Record system; and add Contractor participation requirements for State efforts to improve culturally responsive care delivery.

F. The Director of the Department of Behavioral Health previously revised Contractors' rates through a Department issued letter effective July 1, 2024 through the authority given in Section 15.1 of the Agreement and replaced Exhibit J-I with Revised Exhibit J-I.

1       G. The County and the Contractors now desire to amend Revised Exhibit J-I, SUD DMC  
2 Residential Service Rates, to memorialize the previous rate increase authorized by the Director,  
3 and to increase reimbursement rates to the newly set minimum reimbursement rates for the  
4 following Contractors: (1) Fresno County Hispanic Commission On Alcohol and Drug Abuse  
5 Services, Inc., (2) Westcare California Inc., and (3) Comprehensive Addiction Programs, Inc..

6           The parties therefore agree as follows:

7       1. All references in the Agreement "Exhibit J-I" and "Revised Exhibit J-I" shall be deemed  
8 references to "Exhibit J-II." Exhibit J-II is attached and incorporated by this reference.

9       2. The Agreement is extended for the first one-year extension period from July 1, 2025 to  
10 June 30, 2026 as provided in Section 3.3 of the Agreement.

11       3. The Contractor represents and warrants to the County that:

12           a. The Contractor is duly authorized and empowered to sign and perform its obligations  
13           under this Amendment.

14           b. The individual signing this Amendment on behalf of the Contractor is duly authorized  
15           to do so and his or her signature on this Amendment legally binds the Contractor to  
16           the terms of this Amendment.

17       4. The parties agree that this Amendment may be executed by electronic signature as  
18 provided in this section.

19           a. An "electronic signature" means any symbol or process intended by an individual  
20           signing this Amendment to represent their signature, including but not limited to (1) a  
21           digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
22           electronically scanned and transmitted (for example by PDF document) version of  
23           an original handwritten signature.

24           b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
25           equivalent to a valid original handwritten signature of the person signing this  
26           Amendment for all purposes, including but not limited to evidentiary proof in any  
27           administrative or judicial proceeding, and (2) has the same force and effect as the  
28           valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

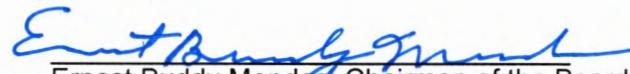
[SIGNATURE PAGE FOLLOWS]

1        The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3        CONTRACTORS

COUNTY OF FRESNO

7        SEE FOLLOWING SIGNATURE PAGES



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

Attest:

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10      By:   
11      Deputy

12      For accounting use only:

13      Org No.: 56302081  
14      Account No.: 7295/0  
14      Fund No.: 0001  
15      Subclass No.:10000

1        The parties are signing this Amendment No. 2 to Agreement No. 23-291 on the date  
2        stated in the introductory clause.

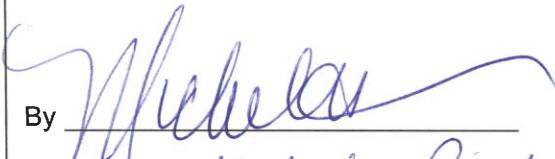
3        Provider: **COMPREHENSIVE ADDICTION PROGRAMS, INC.**

4        By 

5        Print Name: Joshua Richtel

6        Title: President  
7        Chairman of the Board, President, or Vice President

8        Date: 3/4/25

9        By 

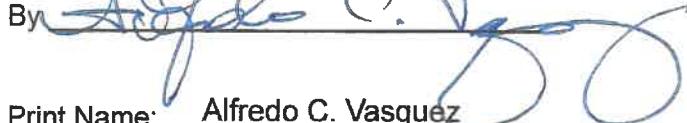
10       Print Name: Michele Richtel

11       Title: Secretary  
12       Secretary (of Corporation), Assistant Secretary,  
13       Chief Financial Officer, or Assistant Treasurer

14       Date: 3/4/25

1        The parties are signing this Amendment No. 2 to Agreement No. 23-291 on the date  
2        stated in the introductory clause.

3        Provider: **FRESNO COUNTY HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE**  
4        **SERVICES, INC.**

5  
6        By   
7

8        Print Name: Alfredo C. Vasquez

9  
10      Title: Chairman  
11      Chairman of the Board, President, or Vice President

12      Date: March 5, 2025

13  
14      By   
15

16      Print Name: Domingo Zapata

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

21      Date: March 5, 2025

1        The parties are signing this Amendment No. 2 to Agreement No. 23-291 on the date  
2 stated in the introductory clause.

3 Provider: **MENTAL HEALTH SYSTEMS, INC.**

4

5 By  \_\_\_\_\_  
6 James C Callaghan Jr (Mar 4, 2025 17:14 PST)

7 Print Name: James C Callaghan Jr

8

9 Title: CEO  
10      Chairman of the Board, President, or Vice President

11 Date: 03/04/25

12

13

14 By  \_\_\_\_\_  
15 David Tanner (Mar 4, 2025 14:22 PST)

16 Print Name: David Tanner

17 Title: VP Corporate Finance  
18      Secretary (of Corporation), Assistant Secretary,  
19      Chief Financial Officer, or Assistant Treasurer

20 Date: 03/04/25

21  
22  
23  
24  
25  
26  
27  
28

1        The parties are signing this Amendment No. 2 to Agreement No. 23-291 on the date  
2        stated in the introductory clause.

3        Provider: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**

5        By Ryan Banks  
6

7        Print Name: Ryan Banks

8        Title: Chief Executive Officer  
9        Chairman of the Board, President, or Vice President

10      Date: 03/05/2025 PST

13      By Bruce Tyler  
14

15      Print Name: Bruce Tyler

17      Title: CIO/Interim CFO  
18      Secretary (of Corporation), Assistant Secretary,  
19      Chief Financial Officer, or Assistant Treasurer

20      Date: 03/05/2025 PST

1        The parties are signing this Amendment No. 2 to Agreement No. 23-291 on the date  
2        stated in the introductory clause.

3        Provider: **WESTCARE CALIFORNIA, INC.**

5        By Shawn L. Jenkins

7        Print Name: Shawn Jenkins

9        Title: COO  
10        Chairman of the Board, President, or Vice President

11        Date: 3/4/25

12        Attesting solely to the authority of the COO  
13        to execute this Amendment II pursuant to  
14        Resolution WCCA 2025-01

14        By J. H. westc

15        Print Name: Jim Hanna

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

20        Date: 03/04/2025

Fresno County Department of Behavioral Health  
**DMC Residential Vendor List**

Exhibit A-1

VENDOR	CONTACT	PHONE NUMBER / FAX	EMAIL	TYPE OF BUSINESS
<b>Comprehensive Addiction Programs, Inc.</b>  Remit to: 2445 W. Whitesbridge Ave. Fresno, CA 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-Profit Corporation
<b>Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc.</b>  Remit to: 1803 Broadway St. Fresno, Ca 93721	Executive Director	(559) 268-6480	info@hispaniccommission.org	501(c)3 Non-Profit Corporation
<b>Mental Health Systems, Inc.</b>  Remit to: 9465 Farnham St. San Diego, CA 92123	Chief Executive Officer Chief Financial Officer	(858) 573-2600	contact@turnbhs.org	501(c)3 Non-profit Corporation
<b>Turning Point of Central California, Inc.</b>  Remit to: P.O. Box 7447 Visalia, Ca 93290	Chief Executive Officer	(559) 732-8086	info@tpocc.org	501(c)3 Non-profit Corporation
<b>WestCare California, Inc.</b>  Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation

\*\* A list of current provider sites can be found at:  
<https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services>

**Fresno County Department of Behavioral Health**  
**DMC Residential/Withdrawal Management Treatment Compensation Approved**  
**Rates by Modality/Provider**  
**Effective 04.01.2025**

<b>Residential 3.1</b>	<b>Rate</b>
Comprehensive Addiction Programs	\$ 168.00
Fresno County Hispanic Commission	\$ 168.00
Mental Health Systems	\$ 177.69
Turning Point - Quest House	\$ 183.40
WestCare - Bakersfield	\$ 168.44
WestCare Fresno	\$ 168.00
<b>Withdrawal Management 3.2</b>	
Comprehensive Addiction Programs	\$ 149.64
Mental Health Systems	\$ 131.19
WestCare Fresno	\$ 169.30
<b>Residential 3.3</b>	
WestCare Fresno	\$ 234.60
<b>Residential 3.5</b>	
Comprehensive Addiction Programs	\$ 176.00
Mental Health Systems	\$ 177.69
Turning Point - Quest House	\$ 194.33
WestCare - Bakersfield	\$ 176.00
WestCare Fresno	\$ 176.00

<b>Provider Type</b>	<b>Provider Rate Per Hour</b>
Physicians Assistant	\$421.99
Nurse Practitioner	\$467.89
RN	\$382.18
Pharmacist	\$450.39
MD (typically in SUD system of care)	\$940.90
Psychologist/Pre-licensed Psychologist	\$378.40
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$244.88
Alcohol and Drug Counselor	\$203.11
Medical Assistant	\$138.01
Licensed Vocational Nurse	\$200.77
Licensed Psychiatric Technician	\$172.11
Occupational Therapist	\$325.96
Peer Recovery Specialist	\$193.44

<b>Flat Rate Type</b>	<b>Unit</b>	<b>Maximum Units That Can Be Billed</b>	<b>Rate</b>
Interactive Complexity	15 min per unit	1 per allowed procedure per provider per	\$18.32
Sign Language/Oral Interpretive Services	15 min per unit	Variable	\$30.92