

1 AMENDMENT NO. 1 TO SERVICE AGREEMENT

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 April 9, 2024 and is between each Contractor listed in Exhibit A "List of Contractors"
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 Recitals

7 A. On June 20, 2023, the County and the Contractor entered into the Cultural Specific
8 Services Agreement, which is County agreement number 23-285 ("Agreement"), for culturally
9 competent and linguistically accessible specialty mental health services for target
10 cultural/ethnic/linguistic unserved and/or underserved populations with serious emotional
11 disturbance (SED) and/or serious mental illness (SMI) in Fresno County.

12 B. The Department of Health Care Services (DHCS) implemented California Advancing and
13 Innovating Medi-Cal (CalAIM) regulations including Medi-Cal payment reform changes
14 throughout the Behavioral Health System of Care. Under the CalAIM transformation effort, the
15 County was required to change existing payment methods from cost-based reimbursement to a
16 fee-for-service (FFS) structure beginning July 1, 2023.

17 C. With the implementation of CalAIM the Contractor is now a Fee for Service (FFS)
18 provider. As a result, the Contractor is paid for services rendered and received. This is based
19 upon clinical billable services. The County and Contractor previously agreed to a set specialty
20 mental health services maximum compensation, which states the County will pay for services
21 rendered and received up to the maximum compensation. Due to this being the first fiscal year
22 under FFS the maximum compensation was based on billing projections. Now halfway through
23 the fiscal year it is projected that the Contractor will exceed initial billing projections thus the
24 need to increase the maximum compensation to allow for the Contractor to continue to submit
25 billing claims for services rendered and received through the entire fiscal year. The County's
26 costs for Medi-Cal billable services will be offset by reimbursement from the State.

27 D. The County and the Contractor now desire to amend the Agreement to increase the
28 specialty mental health services maximum compensation of the Agreement.

1 The parties therefore agree as follows:

2 1. Subsection 4.2 of the Agreement located on Page Eight (8), beginning on Line Twenty-
3 Two (22) through Line Two (2) on Page Nine (9) is deleted in its entirety and replaced with the
4 following:

5 **“4.2 Specialty Mental Health Services Maximum Compensation.** The maximum
6 compensation payable to the Contractor(s) under this Agreement for the period of July 1, 2023,
7 through June 30, 2024, is Three Million, Five Hundred Thousand and No/100 Dollars
8 (\$3,500,000.00), which is not a guaranteed sum, but shall be paid only for services rendered
9 and received. The maximum compensation payable to the Contractor(s) under this Agreement
10 for the period of July 1, 2024, through June 30, 2025, is Three Million, Five Hundred Thousand
11 and No/100 Dollars (\$3,500,000.00), which is not a guaranteed sum, but shall be paid only for
12 services rendered and received.”

13 2. A portion of Subsection 4.5 of the Agreement located on Page Nine (9), beginning on
14 Line Seventeen (17) and ending on Line Twenty-One (21) is deleted and replaced with the
15 following:

16 **“4.5 Total Maximum Compensation.** In no event shall the maximum contract amount
17 for all the services provided by the Contractor(s) to County under the terms and conditions of
18 this Agreement be in excess of Seven Million, Three Hundred Thirty-Four Thousand, and
19 No/100 Dollars (\$7,334,000.00) during the entire term of this Agreement.”

20 3. When both parties have signed this Amendment No. 1, the Agreement, No. 23-285 and
21 this Amendment No. 1 together constitute the Agreement.

22 4. The Contractor represents and warrants to the County that:

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

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

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

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

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

6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

7. The Agreement, No. 23-285 as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

3 COUNTY OF FRESNO

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

8 **Attest:**
9 Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: 
11 Deputy

12
13 For accounting use only:

14 Org No.: 5630
15 Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

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1
2 THE FRESNO CENTER
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5 Chairman of Board, or President
6
7 Or any Vice President

8 The Fresno Center
9 4879 E. Kings Canyon Road
10 Fresno, CA 93727
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28 E.G.

Exhibit A

List of Contractors

Contractor	Exhibit B subpart
<p>1. The Fresno Center</p> <p>Business Type: Private, non-profit, 501 (c)(3) corporation</p> <p>Business Address: 4879 E. Kings Canyon Road</p> <p>Fresno, CA 93727</p> <p>Contact: Pao Yang, President/CEO</p> <p>Service Address: 4879 E. Kings Canyon Road</p> <p>Fresno, CA 93727</p> <p>Target Population: Southeast Asian Children/Youth, Adult and Older Adult</p> <p>Level of Care: Outpatient/Intensive Case Management and Full Service</p> <p>Partnership</p>	Exhibit B-1