

**AMENDMENT III TO AGREEMENT**

THIS AMENDMENT III (hereinafter "Amendment") is dated June 6, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and each Contractor listed in Exhibit A-II, "Non-DMC Youth Treatment Services Vendor List," attached and incorporated by this reference (hereinafter collectively referred to as "CONTRACTOR"), and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 18-694, effective January 1, 2019, COUNTY Amendment No.18-694-1, effective June 4, 2019, and COUNTY Amendment No.23-162, effective April 11, 2023 (hereinafter collectively referred to as "Agreement") wherein CONTRACTOR agreed to provide youth Substance Use Disorder (SUD) treatment services; and

WHEREAS, the COUNTY desires a correction to the provider maximum allocations listed in Exhibit A-II; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement, regarding changes as stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That all references in the Agreement to "Exhibit A-I" shall be deemed references to "Exhibit A-II", attached and incorporated by this reference.

2. The parties agree that this Amendment may be executed by electronic signature as provided in this section. 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) of a handwritten signature. Each electronic signature

1 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten  
2 signature of the person signing this Amendment for all purposes, including but not limited to  
3 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as  
4 the valid original handwritten signature of that person. The provisions of this section satisfy the  
5 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act  
6 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital  
7 signature represents that it has undertaken and satisfied the requirements of Government Code  
8 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
9 upon that representation. This Amendment is not conditioned upon the parties conducting the  
10 transactions under it by electronic means and either party may sign this Amendment with an original  
11 handwritten signature.

12 3. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
13 Agreement and, that upon execution of this Amendment, the Agreement, Amendment I, Amendment II  
14 and this Amendment III together shall be considered the Agreement.

15 4. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
16 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
17 in full force and effect. This Amendment III is effective retroactively to April 11, 2023.

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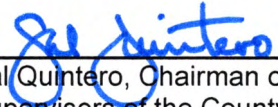
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III as of the day and  
2 year first hereinabove written.

3 **CONTRACTOR**


**COUNTY OF FRESNO**

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5  
6 SEE FOLLOWING SIGNATURE PAGES

  
\_\_\_\_\_  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

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8  
9  
10 **ATTEST:**

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

11  
12  
13  
14  
15  
16 By:   
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**

19  
20 Fund: 0001  
21 Subclass: 10000  
22 ORG: 56302081  
23 Account: 7295/0  
24  
25  
26  
27  
28

1 The parties are signing this Amendment III to Agreement No. 18-694 on the date stated in the  
2 introductory clause.

3 Provider: **FRESNO NEW CONNECTIONS, INC.**

4  
5  
6 By

*Suzanne Kalkin-Jaszi*

7 Print Name: Suzanne Kalkin-Jaszi

8  
9 Title:

President

Chairman of the Board, President, or Vice President

10  
11 Date:

5/12/2023

12  
13  
14 By

*Sterling Swartout*

15  
16 Print Name:

Sterling Swartout

17  
18 Title:

Vice-President

Secretary (of Corporation), Assistant Secretary,  
Chief Financial Officer, or Assistant Treasurer

19  
20 Date:

5/12/2023

1 The parties are signing this Amendment III to Agreement No. 18-694 on the date stated in the  
2 introductory clause.

3 Provider: **KINGS VIEW**

4  
5 DocuSigned by:  
6 By Amanda Nugent Divine  
A04F817F73914D6...

7 Print Name: Amanda Nugent Divine

8  
9 Title: CEO  
10 Chairman of the Board, President, or Vice President

11 Date: 5/17/2023

12  
13 DocuSigned by:  
14 By Michael Kosareff  
79925D1D4D6C40B...

15 Print Name: Michael Kosareff

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

20 Date: 5/17/2023

1 The parties are signing this Amendment III to Agreement No. 18-694 on the date stated in the  
2 introductory clause.

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

4  
5 James C Callaghan Jr  
6 By James C Callaghan Jr (May 15, 2023 08:40 PDT)

7 Print Name: James C Callaghan Jr

8  
9 Title: CEO/President  
10 Chairman of the Board, President, or Vice President

11 Date: May 15, 2023

12  
13  
14 By tracey mcdermott (May 17, 2023 08:39 PDT)

15 Print Name: tracey mcdermott

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

20 Date: May 17, 2023

1 The parties are signing this Amendment III to Agreement No. 18-694 on the date stated in the  
2 introductory clause.

3 Provider: **PRODIGY HEALTHCARE, INC.**

4  
5 By  \_\_\_\_\_

6  
7 Print Name: Jagdip Dhanda

8  
9 Title: President  
10 Chairman of the Board, President, or Vice President

11 Date: 05/15/2023

12  
13  
14 By  \_\_\_\_\_

15  
16 Print Name: Jagdip Dhanda

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

20 Date: 05/15/2023

1 The parties are signing this Amendment III to Agreement No. 18-694 on the date stated in the  
2 introductory clause.

3 Provider: **PROMESA BEHAVIORAL HEALTH, INC.**

4  
5 By Michael der Manuel

6  
7 Print Name: MICHAEL DER MANUEL

8  
9 Title: PRESIDENT  
Chairman of the Board, President, or Vice President

10  
11 Date: 5/11/2023

12  
13 By Erlan Zuniga

14  
15 Print Name: ERLAN ZUNIGA

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

19  
20 Date: 5/11/23



Fresno County Department of Behavioral Health  
Youth Treatment Services Vendor List  
Provider Maximum Annual Allocations

Exhibit A-II

VENDOR	PHONE NUMBER	TYPE OF BUSINESS	Contract Max Jan 1, 2019 to June 30, 2019	Contract Max FY 2019-20	Contract Max FY 2020-21	Contract Max FY 2021-22	Contract Max FY 2022-23
<b>Fresno New Connections, Inc.</b> Remit to: 4411 N. Cedar Ave. #108 Fresno, CA 93726	(559) 248-1548	501(c)3 Non-profit Corporation	\$23,667	\$47,335	\$47,335	\$47,335	\$2,500
<b>Kings View</b> Remit to: 7170 N. Financial Drive, #110 Fresno, CA 93720	(559)251-0100 x3011	501(c)3 Non-profit Corporation	\$12,500	\$25,000	\$25,000	\$25,000	\$2,500
<b>Mental Health Systems, Inc.</b> Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$127,303	\$254,606	\$50,000	\$50,000	\$20,000
<b>Panacea Service, Inc.</b> Remit to: 3152 N. Millbrook Ave, suite D/E Fresno, CA 93703	(559) 241-0364	For Profit Corporation TERMINATED 03/2019	\$22,883	\$0	\$0	\$0	\$0
<b>Prodigy Healthcare, Inc.</b> Remit to: P.O. Box 820 Fowler, Ca 93625	(559) 892-9452	For Profit Corporation	\$80,000	\$398,333	\$450,000	\$1,030,000	\$1,206,932
<b>Promesa Behavioral Health</b> Remit to: 7120 N. Marks Ave, #110 Fresno, Ca 93711	(559) 439-5437	501(c)3 Non-profit Corporation	\$6,439	\$12,879	\$12,879	\$12,879	\$2,500
<b>Transitions Childrens</b> Remit to: 1945 N. Helm Ave, #101 Fresno, Ca 93727	(559) 222-5437	501(c)3 Non-profit Corporation TERMINATED 12/2022	\$12,311	\$24,622	\$24,622	\$24,622	\$0
			\$285,103	\$762,775	\$609,836	\$1,189,836	\$1,234,432

\*\* A list of current provider sites can be found at:

<https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services>