AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement No. 23-278 ("Amendment No. 1") is dated October 24, 2023 and is between Central Star Behavioral Health, Inc., a private for-profit Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. On June 20, 2023, the County and the Contractor entered into County Agreement No. 23-278 ("Agreement"), for a qualified agency to provide certain Mental Health Services Act (MHSA) Transitional Age Youth (TAY) Mental Health Services, including integrated mental health and supportive housing services to the TAY population, ages 16 to 25 years of age, who have a serious mental illness and are at risk of being hospitalized, homeless, and/or incarcerated; and
- B. The Agreement incorrectly included Field Based rates as the rate category rather than Full-Service Partnership and Assisted Outpatient Therapy rates, as indicated in section 4.6 of the Agreement.
- C. The County and the Contractor now desire to amend the Agreement to replace the rate sheet to reflect the correct rate category and include Supplemental/Add On service codes that were previously added by the DBH Director through her authority in Article 25 of the Agreement to accommodate state mandated rate increases.

The parties therefore agree as follows:

- 1. That, effective July 1, 2023, all references in the Agreement to "Exhibit G1," shall be deemed references to "Exhibit G1a." Exhibit G1a is attached and incorporated by this reference.
- 2. When both parties have signed this Amendment No. 1, the Service Agreement No. 23-278, and this Amendment No. 1 together constitute the Agreement.
 - 3. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

- b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.
- 4. 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.
- 5. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

6. The Agreement 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 Central Star Behavorial Health, Inc. **COUNTY OF FRESNO** 4 5 Kent Dunlap Kent Dunlap 6 Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno President/CEO 7 1501 Hughes Way, Suite 150 Attest: Long Beach, CA 90810 BERNICE E. SEIDEL 8 Clerk of the Board of Supervisors 9 County of Fresno, State of California 10 11 12 For accounting use only: 13 Org No.: 56302117 Account No.: 7295 Fund No.: 0001 14 Subclass No.: 10000 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Fresno County Department of Behavioral Health Specialty Mental Health Services Outpatient Rates

FSP and AOT	
	Provider Rate
Provider Type	Per Hour
Psychiatrist/ Contracted Psychiatrist	\$1,140.98
Physicians Assistant	\$511.73
Nurse Practitioner	\$567.38
RN	\$463.45
Certified Nurse Specialist	\$567.38
LVN	\$243.47
Pharmacist	\$546.16
Licensed Psychiatric Technician	\$208.72
Psychologist/Pre-licensed Psychologist	\$458.87
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$296.95
Occupational Therapist	\$395.28
Mental Health Rehab Specialist	\$223.41
Peer Recovery Specialist	\$234.58
Other Qualified Providers - Other Designated MH staff that bill	\$223.41

Service	Unit	Maximum Units that Can be Billed	Rate per Unit
Interactive Complexity	15 mins per unit	1 per allowed procedure per provider per beneficiary	\$16.50
Sign Language or Oral Interpretive Services	15 mins per unit	Variable	\$30.00