

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated March 11, 2025 and is between Health Management Associates, Inc., a Michigan corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 18, 2024, the County and the Contractor entered into Service Agreement, which is County agreement number 24-337 ("Agreement"), for strategic planning consultation services.

B. The County, through its Department of Public Health ("DPH") is seeking consultation and assistance with navigating a complex State of California ("State") application for DPH's inclusion into the State's Voluntary Rate Range Program ("VRRP").

C. The County, through its DPH, seeks participation in the VRRP to be able to receive federal match funding from the State to further support and enhance public health services to Fresno County communities.

D. The Contractor has successfully assisted other government entities in implementing and managing VRRP programs.

E. The County and the Contractor now desire to amend the Agreement to extend the Agreement term through December 31, 2026 to complete the additional consultation services for the VRRP.

The parties therefore agree as follows:

1. All references in the Agreement to "Exhibit A" shall be changed to read "Revised Exhibit A," where appropriate, attached hereto and incorporated herein by reference.
2. All references in the Agreement to "Exhibit B" shall be changed to read "Revised Exhibit B," where appropriate, attached hereto and incorporated herein by reference.
3. Section 3.2 of the Agreement, "Maximum Compensation," located at Page 2 is deleted in its entirety and replaced with the following:

1 “3.2 **Maximum Compensation.** The maximum compensation payable to the
2 Contractor under this Agreement is One Hundred Ninety-Eight Thousand Five
3 Hundred Ninety-Four Dollars (\$198,594) for the period June 18, 2024 through
4 June 17, 2025, One Hundred One Thousand One Hundred Eleven Dollars
5 (\$101,111) for the period June 18, 2025 through June 17, 2026, and Eighteen
6 Thousand One Hundred Thirty-Eight Dollars (\$18,138) for the period June 18,
7 2026 through December 31, 2026. The total maximum compensation payable for
8 the entire term of this Agreement shall not exceed Three Hundred Seventeen
9 Thousand Eight Hundred Forty-Three Dollars (\$317,843). The Contractor
10 acknowledges that the County is a local government entity and does so with
11 notice that the County’s powers are limited by the California Constitution and by
12 State law, and with notice that the Contractor may receive compensation under
13 this Agreement only for services performed according to the terms of this
14 Agreement and while this Agreement is in effect, and subject to the maximum
15 amount payable under this section. The Contractor further acknowledges that
16 County employees have no authority to pay the Contractor except as expressly
17 provided in this Agreement.”

18 4. Section 4.1 of the Agreement, “Maximum Compensation,” located at Page 2 is deleted in
19 its entirety and replaced with the following:

20 “4.1 **Term.** This Agreement is effective June 18, 2024 and terminates on
21 December 31, 2026, except as provided in Article 6, “Termination and
22 Suspension,” below.”

23 5. When both parties have signed this Amendment No. 1, the Agreement and this
24 Amendment No. 1 together constitute the Agreement.

25 6. The Contractor represents and warrants to the County that:

- 26 a. The Contractor is duly authorized and empowered to sign and perform its obligations
27 under this Amendment.

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

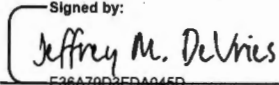
4 7. This Amendment may be signed in counterparts, each of which is an original, and all of
5 which together constitute this Amendment.

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

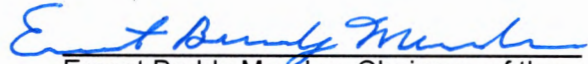
9 [SIGNATURE PAGE FOLLOWS]
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

3 HEALTH MANAGEMENT ASSOCIATES, COUNTY OF FRESNO
4 INC.

5 Signed by:
6 
7 Jeffrey M. DeVries, Contracts Senior Director

8 2501 Woodlake Cir, Ste 100
9 Okemos, Michigan 48864


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.: 56201508; 56201500
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
17
18
19
20
21
22
23
24
25
26
27
28

Revised Exhibit A

Scope of Services

Strategic Plan:

The Contractor will provide the County with consultation and support in the development of DPH's new 10-year strategic plan. DPH's strategic plan is expected to be developed in approximately twelve (12) months. This estimated time frame will include stakeholder engagement, discussions with the DPH, and final review.

The Contractor will work with DPH to confirm goals and initiatives, develop a departmental framework, review the strategic plan, and create an official document of the plan. This will include:

- Development or revision of the DPH Core Purpose, Vision, Mission, and Values statements.
- Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more impactful.
- Review of current DPH programs to categorize which direct services are managed by DPH or subcontracted, including annual contract amounts.
- Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more aligned with equity, diversity and inclusion priorities.
- Facilitation of stakeholder engagement activities to evaluate the community's perception on DPH's current service delivery, focus and future expectations. Stakeholders should represent rural, metropolitan, and diverse communities within Fresno County.
- Review of required public health mandates, mandate levels, and revenue sources.
- Identification of public health priority outcomes and actions after research and analysis is completed.
- Documentation of this information for current and future planning and budgetary purposes.
- Final review and creation of an official document of the Strategic Plan.

Revised Exhibit A

The Contractor will provide a service plan that includes preliminary timelines for key activities, implementation and deliverables. The Contractor will review the most recent information regarding the Fresno County Community Health Improvement Plan [Healthy Fresno County \(healthyfresnocountydata.org\)](#) and Community Health Needs Assessment [2020chna.pdf \(fresnostate.edu\)](#) to reference in developing DPH's strategic plan. The Contractor will also consider DPH's plans to achieve its goal of accreditation through the National Public Health Accreditation Board within the next few years.

Upon completion of DPH's strategic plan, the Contractor will assist each of the seven DPH divisions with developing their strategic plan that aligns with the department's strategic plan. The Contractor will work with each division to confirm goals and initiatives, develop a division framework, review each strategic plan, and create an official document of each plan.

Voluntary Rate Range Program (VRRP):

The Contractor will provide DPH with consultation and assistance with the VRRP. The Contractor will provide the following services and any other tasks, as required.

- Research and investigate to determine the opportunity for the County's participation in the VRRP.
- Provide assistance and support to DPH with participation in the VRRP with CalViva, Anthem, and Kaiser. This work will include the following:
 - Provide initial information and education to DPH regarding participation in the VRRP process; this may take the form of conference calls and the provision of written materials. As necessary, HMA will work with executive managers, elected officials, attorneys, and others throughout the VRRP process.
 - Assist DPH to identify and submit its costs for the provision of plan services to plan member patients during the reporting year to which the VRRP pertains. This involves understanding the California Department of Health

Revised Exhibit A

Care Services (DHCS) requirements for calculating unreimbursed costs, etc.

- Provide financial calculations to DPH regarding the dollar amounts involved in their VRRP at each step of the process.
- Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc.
- Provide DPH with drafts for their approval of any VRRP documents required by DHCS, including the Health Plan-Provider Agreement and the Intergovernmental Agreement with DHCS. These drafts will be based on the latest document templates provided by DHCS, modified to include information specific to the County Partnership Health Plan of California.
- Provide instruction and support to DPH regarding the timely execution and transmittal of the final signed documents to DHCS.
- Assist DPH with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan.

Perform other activities as required to support the efficient and prompt implementation of the VRRP.

The Contractor's Associate Principal will serve as the project manager and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the County. The Contractor's Managing Principal will also be assigned to this project. Additional HMA staff will provide services for the project as appropriate.

Revised Exhibit A - Scope of Work: Strategic Plan

Proposed Service Plan and Timeline - The Contractor will work with the County to finalize.

| Service Plan Activities | Time Frame to Complete - Strategic Plan SOW Year 1 | | | | | | | | | | | |
|--|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
| 1.1: Establish a Core Team and Steering Committee | X | X | | | | | | | | | | |
| 1.2: Host a Kickoff Meeting and Confirm the Scope and Timeline | X | X | | | | | | | | | | |
| 1.3: Launch the Steering Committee and Set Norms for Interaction | | X | X | | | | | | | | | |
| 1.4: Develop DPH's Purpose, Vision, Mission, and Value Statements | | | X | | | | | | | | | |
| 2.1: Review and Summarize DPH Services, Public Health Mandates, and Revenue Sources | | X | X | | | | | | | | | |
| 2.2: Conduct a Needs Assessment and DPH Discussions (includes in-person visits to Fresno County) | | | X | X | X | | | | | | | |
| 2.3: Summarize Findings and Present Them to DPH | | | | | X | X | | | | | | |
| 3.1: Develop a Communication and Engagement Plan | | | | | X | | | | | | | |
| 3.2: Engage Community Stakeholders (includes in-person visits to Fresno County) | | | | | X | X | X | X | | | | |
| 3.3: Summarize Findings and Present Them to DPH | | | | | | | | X | X | | | |
| 4.1: Facilitate Five Work Groups to Draft the Plan | | | | | | | | | X | X | X | |
| 4.2: Create the DPH Strategic Plan | | | | | | | | | | | X | X |

| Service Plan Activities | Time Frame to Complete - Strategic Plan SOW Year 2 | | | | | | | | | | | |
|---|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | Jun-26 |
| 5.1: Develop Aligned Division-Specific Strategic Plans (includes in-person visits to Fresno County) | X | X | X | X | X | X | X | X | | | | |

Revised Exhibit A - Scope of Work: Voluntary Rate Range Program (VRRP)

| Service Plan Activities | Time Frame to Complete - VRRP SOW | | | | | | | | | | | | | | | | |
|---|-----------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------------|
| | Mar-25 | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | Jun-26 | Jul-26 - Dec-26 |
| 6.1: Research and investigate to determine the opportunity for the County's participation in the VRRP. | X | X | | | | | | | | | | | | | | | |
| 6.2: Provide assistance and support to DPH with participation in the VRRP with CalViva, Anthem, and Kaiser. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.1: Provide initial information and education to DPH regarding participation in the VRRP process; this may take the form of conference calls and the provision of written materials. As necessary, HMA will work with executive managers, elected officials, attorneys, and others throughout the VRRP process. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.2: Assist DPH to identify and submit its costs for the provision of plan services to plan member patients during the reporting year to which the VRRP pertains. This involves understanding the California Department of Health Care Services (DHCS) requirements for calculating unreimbursed costs, etc. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.3: Provide financial calculations to DPH regarding the dollar amounts involved in their VRRP at each step of the process. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.4: Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.5: Provide DPH with drafts for their approval of any VRRP documents required by DHCS, including the Health Plan-Provider Agreement and the Intergovernmental Agreement with DHCS. These drafts will be based on the latest document templates provided by DHCS, modified to include information specific to the County Partnership Health Plan of California. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.6: Provide instruction and support to DPH regarding the timely execution and transmittal of the final signed documents to DHCS. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6.2.7: Assist DPH with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

Revised Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Revised Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit B. The total maximum compensation payable for the entire term of this Agreement shall not exceed Three Hundred Seventeen Thousand Eight Hundred Forty-Three Dollars (\$317,843).

Revised Exhibit B - Strategic Plan Budget Summary

| Scope of Work Deliverables | Time Frame to Complete Strategic Plan SOW | | | | | | | | | | | | Total Cost |
|--|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------|
| | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | |
| Development or revision of the DPH Core Purpose, Vision, Mission, and Values statements | X | X | X | | | | | | | | | | \$10,460.00 |
| Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more impactful | | X | X | X | X | | | | | | | | \$6,100.00 |
| Review of current DPH programs to categorize which direct services are managed by DPH or subcontracted, including annual contract amounts | | X | X | X | | | | | | | | | \$8,260.00 |
| Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more aligned with equity, diversity and inclusion priorities | | X | X | X | X | | | | | | | | \$6,100.00 |
| Facilitation of stakeholder engagement activities to evaluate the community's perception on DPH's current service delivery, focus and future expectations. Stakeholders should represent rural, metropolitan, and diverse communities within Fresno County | | | | | X | X | X | X | | | | | \$34,800.00 |
| Review of required public health mandates, mandate levels, and revenue sources | | | | X | X | X | | | | | | | \$7,220.00 |
| Identification of public health priority outcomes and actions after research and analysis is completed | | | | | X | X | X | X | | | | | \$3,840.00 |
| Documentation of this information for current and future planning and budgetary purposes | | | | | X | X | X | X | | | | | \$8,250.00 |
| Final review and creation of an official document of the Strategic Plan | | | | | | X | X | X | X | X | X | X | \$55,730.00 |
| Activities for the Development of each DPH division's strategic plan (year one): | | | | | | | | | | | | | |
| 1. Facilitation of five (5) work groups to draft strategic plan (year 1) | X | X | X | X | X | X | X | X | X | X | X | X | \$27,925.00 |
| 2. HMA Core Team Meetings (biweekly .5 hours x 18 weeks) (year 1) | | | | | | | | | | | | | |
| 3. HMA/DPH PM Team Meetings (biweekly .5 hours x 18 weeks) (year 1) | | | | | | | | | | | | | |
| 4. HMA All Team Meeting (bi-monthly .5 hour x 6 months) (year 1) | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Travel labor and expenses | X | X | X | X | X | X | X | X | X | X | X | X | \$11,117.00 |
| Focus Group Incentives | | | | | X | X | X | X | | | | | \$3,200.00 |
| TOTAL YEAR 1 BUDGET | | | | | | | | | | | | | \$183,002.00 |

Revised Exhibit B - Strategic Plan Budget Summary

| Scope of Work Deliverables | Time Frame to Complete Strategic Plan SOW | | | | | | | | | | | | Total Cost |
|---|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|
| | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | |
| Activities for the Development of each DPH division's strategic plan (year two): 1. HMA Core Team Meetings (Monthly .5 hours x 8 weeks) (year 2) 2. HMA/DPH PM Team Meetings (Monthly .5 hours x 18 weeks) (year 2) | X | X | X | X | X | X | X | X | X | X | | | \$13,765.00 |
| Development of each DPH division's strategic plan | X | X | X | X | X | X | X | X | X | X | | | \$39,960.00 |
| | | | | | | | | | | | | | |
| Travel labor and expenses | X | X | X | X | X | X | X | X | X | X | | | \$11,116.00 |
| TOTAL YEAR 2 BUDGET | | | | | | | | | | | | | \$64,841.00 |

| Personnel Detail | | |
|----------------------------|---------------------|---|
| Position | Hourly Rate | Description |
| Principal | \$425.00 - \$465.00 | Charles Robbins, Principal, will serve as the project director for this work. |
| Associate Principal | \$385.00 - \$425.00 | Betsy Uhrman, Associate Principal, will serve as the strategy and facilitation lead. |
| Senior Consultant | \$340.00 - \$375.00 | Michael Butler and Nayely Chavez, Senior Consultants, are proposed project team members. Michael will serve as the project manager, and Nayely will serve as Focus Group Facilitator (fluent in Spanish). |
| Consultant | \$240.00 - \$265.00 | Emma Clark, Carlos Mena, and Jared Staheli, Consultants, are proposed project team members. Emma Clark will serve as a Data Analyst. Carlos Mena will serve as a Project Coordinator and interpreter (fluent in Spanish). Jared Staheli will serve as Stakeholder Engagement Support. |

Travel costs are for four two-night trips from Los Angeles to Fresno.

Revised Exhibit B - VRRP Budget Summary

| Scope of Work Deliverables | Time Frame to Complete VRRP SOW | | | | | | | | | | | | | | | | | Total Cost |
|--|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------------|-------------|
| | Mar-25 | Apr-25 | May-25 | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | Jun-26 | Jul-26 - Dec-26 | |
| 6.1: Research and investigate to determine the opportunity for the County's participation in the VRRP. | X | X | | | | | | | | | | | | | | | | \$3,500.00 |
| 6.2: Provide assistance and support to DPH with participation in the VRRP with CalViva, Anthem, and Kaiser. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | \$66,500.00 |
| 6.2.1: Provide information and education to DPH regarding participation in the VRRP process. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.3: Assist DPH to identify and submit its costs for the provision of plan services. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.4: Provide financial calculations to DPH regarding the dollar amounts involved in their VRRP at each step of the process. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.5: Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.6: Provide DPH with drafts for their approval of any VRRP documents required by DHCS. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.7: Provide instruction and support to DPH regarding the timely execution and transmittal of the final signed documents to DHCS. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| 6.2.8: Assist DPH with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan. | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | |
| TOTAL VRRP BUDGET | | | | | | | | | | | | | | | | | | \$70,000.00 |