

AMENDMENT II TO AGREEMENT

THIS AMENDMENT II (hereinafter "Amendment") is made and entered into this 25th day of May, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and each Contractor listed in Revised Exhibit A, "Non-DMC Residential Treatment Services Vendor List," attached hereto and by this reference incorporated herein (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 18-692, dated December 11, 2018 and COUNTY Amendment No. 18-691-1, dated January 29, 2019 (hereinafter collectively referred to as "Agreement") wherein CONTRACTOR agreed to provide adult perinatal and non-perinatal residential Substance Use Disorder (SUD) treatment services; and

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

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

1. That Section Five (5) of the Agreement, beginning on Page Five (5), Lines Six (6) through Nineteen (19), is deleted in its entirety and replaced with the following:

"5. COMPENSATION

A. COMPENSATION - For claims submitted for services rendered under this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive the negotiated contractor-specific rates as approved by DHCS "Fresno County Drug Medi-Cal Rates," attached hereto as Revised Exhibit E and by this reference incorporated herein, and updated annually, for each term of this Agreement, not to exceed the contractor-specific maximum compensation. It is understood

1 that all expenses incidental to CONTRACTOR'S performance of services
2 under this Agreement shall be borne by CONTRACTOR. In no event
3 shall the total compensation for actual service performed under this
4 Agreement be in excess of Two Million Seventy-Three Thousand One
5 Hundred Fifty-Seven and No/100 Dollars (\$2,073,157.00) for the first six
6 (6) month period from January 1, 2019 through June 30, 2019 and Four
7 Million One Hundred Forty-Six Thousand Three Hundred Thirteen and
8 No/100 Dollars (\$4,146,313.00) for each twelve (12) month period from
9 July 1, 2019 through June 30, 2021. For the period of July 1, 2021
10 through June 30, 2022, in no event shall the compensation paid for
11 services performed under this agreement be in excess of Two Million Six
12 Hundred Forty-Six Thousand Three Hundred Thirteen and No/100
13 Dollars (\$2,646,313.00). The cumulative total of this Agreement shall
14 not be in excess of Thirteen Million Twelve Thousand Ninety-Six and
15 No/100 Dollars (\$13,012,096.00). CONTRACTOR shall be reimbursed
16 to the extent that funds are available. "

17 2. That Section Thirteen (13) of the Agreement, beginning on Page Eleven (11), Line
18 Twenty-one (21) through Page Twelve (12), Line Eighteen (18), is deleted in its entirety and replaced
19 with the following:

20 "13. **NON-ASSIGNMENT / SUBCONTRACTS**

21 Neither party shall assign, transfer or sub-contract this Agreement nor their
22 rights or duties under this Agreement without the prior written consent of the
23 other party.

24 CONTRACTOR shall be required to assume full responsibility for all services
25 and activities covered by this Agreement, whether or not CONTRACTOR is
26 providing services directly. Further, CONTRACTOR shall be the sole point of
27 contact with regard to contractual matters, including payment of any and all
28 charges resulting from this Agreement.

1 If CONTRACTOR should propose to subcontract with one or more third parties
2 to carry out a portion of services covered by this Agreement, any such
3 subcontract shall be in writing and approved as to form and content by
4 COUNTY's DBH Director or her designee prior to execution and implementation.
5 COUNTY's DBH Director or her designee shall have the right to reject any such
6 proposed subcontract. Any such subcontract together with all activities by or
7 caused by CONTRACTOR shall not require compensation greater than the total
8 budget contained herein. An executed copy of any such subcontract shall be
9 received by COUNTY before any implementation and shall be retained by
10 COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper
11 performance of any subcontract. Any subcontractor shall be subject to the same
12 terms and conditions that CONTRACTOR is subject to under this Agreement.
13 It is expressly recognized that CONTRACTOR cannot engage in the practice of
14 physical health medicine. If any medical services outside of the scope of the
15 CONTRACTOR's medical director are provided in connection with the services
16 under this Agreement, such medical services shall be performed by an
17 independent contract physician. In this instance, the requirements of the
18 Confidential Medical Information Act (Civil Code 56 et seq.) shall be met.
19 If CONTRACTOR hires an independent contract physician, CONTRACTOR
20 shall require and ensure that such independent contract physician carries
21 Professional Liability (Medical Malpractice) Insurance, with limits of not less than
22 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
23 (\$3,000,000.00) annual aggregate.
24 CONTRACTOR will also ensure that the independent contract physician shall
25 maintain, at their sole expense, in full force and effect for a period of three (3)
26 years following the termination of this Agreement, one or more policies of
27 professional liability insurance with limits of coverage as specified herein."
28

1 3. That Section Eighteen (18) of the Agreement, beginning on Page Sixteen (16), Line
2 One (1) through Page Eighteen (18), Line Three (3), is deleted in its entirety and replaced with the
3 following:

4 **“18. INSURANCE**

5 “Without limiting the COUNTY's right to obtain indemnification from
6 CONTRACTOR or a third parties, CONTRACTOR, at its sole expense, shall
7 maintain in full force and effect, the following insurance policies or a program of
8 self-insurance, including but not limited to, an insurance pooling arrangement or
9 Joint Powers Agreement (JPA) throughout the term of the Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two
12 Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate
13 of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a
14 per occurrence basis. COUNTY may require specific coverages
15 including completed operations, products liability, contractual liability,
16 Explosion-Collapse-Underground, fire legal liability or any other liability
17 insurance deemed necessary because of the nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits of not less than
20 One Million Dollars (\$1,000,000.00) per accident for bodily injury and for
21 property damages. Coverage should include any auto used in
22 connection with this Agreement.

23 C. Professional Liability

24 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
25 L.C.S.W., M.F.C.C.) in providing services, Professional Liability
26 Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
27 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 CONTRACTOR agrees that it shall maintain, at its sole expense, in full
2 force and effect for a period of three (3) years following the termination of
3 this Agreement, one or more policies of professional liability insurance
4 with limits of coverage as specified herein.

5 D. Worker's Compensation

6 A policy of Worker's Compensation insurance as may be required by the
7 California Labor Code.

8 E. Molestation

9 Sexual abuse / molestation liability insurance with limits of not less than
10 One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars
11 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per
12 occurrence basis.

13 F. Cyber Liability

14 Cyber Liability Insurance, with limits not less than \$2,000,000 per
15 occurrence or claim, \$2,000,000 aggregate. Coverage shall be
16 sufficiently broad to respond to the duties and obligations as is
17 undertaken by CONTRACTOR in this Agreement and shall include, but
18 not be limited to, claims involving infringement of intellectual property,
19 including but not limited to infringement of copyright, trademark, trade
20 dress, invasion of privacy violations, information theft, damage to or
21 destruction of electronic information, release of private information,
22 alteration of electronic information, extortion and network security. The
23 policy shall provide coverage for breach response costs as well as
24 regulatory fines and penalties as well as credit monitoring expenses with
25 limits sufficient to respond to these obligations.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees,
28 individually and collectively, as additional insured, but only insofar as the

1 operations under this Agreement are concerned. Such coverage for additional
2 insured shall apply as primary insurance and any other insurance, or self-
3 insurance, maintained by COUNTY, its officers, agents and employees shall be
4 excess only and not contributing with insurance provided under
5 CONTRACTOR's policies herein. This insurance shall not be cancelled or
6 changed without a minimum of thirty (30) days advance written notice given to
7 COUNTY.

8 CONTRACTOR hereby waives its right to recover from COUNTY, its officers,
9 agents, and employees any amounts paid by the policy of worker's
10 compensation insurance required by this Agreement. CONTRACTOR is solely
11 responsible to obtain any endorsement to such policy that may be necessary to
12 accomplish such waiver of subrogation, but CONTRACTOR's waiver of
13 subrogation under this paragraph is effective whether or not CONTRACTOR
14 obtains such an endorsement. Within thirty (30) days from the date
15 CONTRACTOR signs and executes this Agreement, CONTRACTOR shall
16 provide certificates of insurance and endorsement as stated above for all of the
17 foregoing policies, as required herein, to the assigned analyst at the County of
18 Fresno, Department of Behavioral Health, Contracts Division – SUD Services at
19 3133 N Millbrook Avenue, Fresno, California, 93703, stating that such insurance
20 coverages have been obtained and are in full force; that the County of Fresno,
21 its officers, agents and employees will not be responsible for any premiums on
22 the policies; that for such worker's compensation insurance the CONTRACTOR
23 has waived its right to recover from the COUNTY, its officers, agents, and
24 employees any amounts paid under the insurance policy and that waiver does
25 not invalidate the insurance policy; that such Commercial General Liability
26 insurance names the County of Fresno, its officers, agents and employees,
27 individually and collectively, as additional insured, but only insofar as the
28 operations under this Agreement are concerned; that such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or
2 self-insurance, maintained by COUNTY, its officers, agents and employees,
3 shall be excess only and not contributing with insurance provided under
4 CONTRACTOR's policies herein; and that this insurance shall not be cancelled
5 or changed without a minimum of thirty (30) days advance, written notice given
6 to COUNTY.

7 In the event CONTRACTOR fails to keep in effect at all times insurance
8 coverage as herein provided, the COUNTY may, in addition to other remedies it
9 may have, suspend or terminate this Agreement upon the occurrence of such
10 event. All policies shall be issued by admitted insurers licensed to do business
11 in the State of California, and such insurance shall be purchased from
12 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.”

13 4. That all references in the Agreement to “Exhibit A” shall be changed to read “Revised
14 Exhibit A”, attached hereto and incorporated herein by this reference.

15 5. That all references in the Agreement to “Exhibit E” shall be changed to read “Revised
16 Exhibit E”, attached hereto and incorporated herein by this reference.

17 6. The parties agree that this Amendment may be executed by electronic signature as
18 provided in this section. An “electronic signature” means any symbol or process intended by an
19 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
20 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
21 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
22 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
23 signature of the person signing this Amendment for all purposes, including but not limited to
24 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as
25 the valid original handwritten signature of that person. The provisions of this section satisfy the
26 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
27 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
28 signature represents that it has undertaken and satisfied the requirements of Government Code

1 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
2 upon that representation. This Amendment is not conditioned upon the parties conducting the
3 transactions under it by electronic means and either party may sign this Amendment with an original
4 handwritten signature.

5 7. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend the
6 Agreement and, that upon execution of this Amendment, the Agreement, Amendment I and this
7 Amendment II together shall be considered the Agreement.

8 8. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
10 in full force and effect.

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

CONTRACTOR

COUNTY OF FRESNO

SEE FOLLOWING SIGNATURE PAGES

Steve Brandau, 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

By:


Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56302081
Account: 7295/0

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Provider: **BAKERSFIELD RECOVERY SERVICES, INC.**

By 

Print Name: THOMAS L PASOK

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

Date: 4.26-21

By 

Print Name: WILLIAM SLOVINS

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

Date: 4/26/21

1 Provider: FRESNO COUNTY HISPANIC COMMISSION, INC.

2
3 By 

4
5 Print Name: ALFREDO C. VASQUEZ

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

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9 Date: 4/23/21

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11 By 

12
13 Print Name: Domingo Zapata

14
15 Title: Executive Director
16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18 Date: 4/26/21

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

2
3 By 

4
5 Print Name: James C. Callaghan, Jr.

6 **President & CEO**
7 Title: _____
8 Chairman of the Board, President, or Vice President

9 Date: 4/28/2021

10
11 
12 By Joelle Verbestel (Apr 29, 2021 09:06 PDT)


13 Print Name: Joelle Verbestel

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

18 Date: Apr 29, 2021

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

By 

Print Name: Raymond R. Banks

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

Date: 5/6/21

By 

Print Name: Bruce Tyler

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

Date: 5/6/21

1 Provider: WESTCARE CALIFORNIA, INC.

2

3 By Shawn A. Jenkins

4

5 Print Name: Shawn A. Jenkins

6

7 Title: Deputy COO
Chairman of the Board, President, or Vice President

8

9 Date: 4/23/2021

10 Attesting to the authority of the
11 Dept COO to execute pursuant to
12 Resolution WCCA 0021-01

12 By Jim Hanna
WFCO

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14 Print Name: Jim Hanna

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

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18 Date: 04/23/2021

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Fresno County Department of Behavioral Health
 Provider Maximum Annual Allocations

Non-DMC Residential Treatment Services Vendor List

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
Bakersfield Recovery Services (Jason's Retreat) Remit to: PO Box 3218 Bakersfield, CA 93385	(661) 325-1817	501(c)3 Non-Profit Corporation	\$0	\$0	\$15,500	\$15,500
Comprehensive Addiction Program, Inc Remit to: 2445 W. Whitesbridge Road Fresno, Ca 93706	(559) 264-5096	501(c)3 Non-profit Corporation	\$495,000	\$25,000	\$0	\$0
Fresno County Hispanic Commission Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	(559) 268-6480	501(c)3 Non-profit Corporation	\$40,000	\$115,000	\$250,000	\$250,000
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$95,000	\$256,700	\$285,050	\$285,050
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, Ca 93290	(559) 732-8086	501(c)3 Non-profit Corporation	\$50,000	\$100,000	\$185,000	\$185,000
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	(559) 251-4800	501(c)3 Non-profit Corporation	\$375,500	\$840,000	\$640,000	\$640,000

Non-DMC Withdrawal Management Services Vendor List

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
Bakersfield Recovery Services (Jason's Retreat) Remit to: PO Box 3218 Bakersfield, CA 93385	(661) 325-1817	501(c)3 Non-Profit Corporation	\$0	\$14,210	See Above	See Above
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$0	See Above	See Above	See Above
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	(559) 251-4800	501(c)3 Non-profit Corporation	\$0	See Above	See Above	See Above

\$ 1,055,500 \$ 1,350,910 \$ 1,375,550 \$ 1,375,550

** 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
 Non-DMC Residential/Withdrawal Management Treatment Services
 Approved Rates by Provider
 Fiscal Year 2021-22

	Case Management	Physician Consultation	Withdrawal Management	Residential 3.1	Residential 3.5	MAT
APPROVED MAXIMUM UOS RATE	51.45	153.60	142.11	180.44	183.26	153.60
COUNTY APPROVED PROVIDER RATES:						
Bakersfield Recovery, Inc. - Jason's Retreat			129.36			153.60
Bakersfield Recovery, Inc. - Capistrano			129.36			153.60
Fresno County Hispanic Commission	37.65	153.60		129.65		153.60
Mental Health Systems - Fresno First	39.75	153.60	114.14	166.47	166.47	153.60
Turning Point - Quest House	31.95	153.60		124.74	138.60	153.60
Turning Point - Visalia	31.95	153.60		106.00		153.60
WestCare Bakersfield Residential	40.50	153.60		163.41	120.63	153.60
WestCare Fresno Residential						
Mens	35.85	153.60	140.80	154.97	161.09	153.60
Perinatal	35.85	153.60	140.80	166.26	177.79	153.60
Womens	35.85	153.60	140.80	153.72	159.00	153.60

Fresno County Department of Behavioral Health
 Non-DMC Residential/Withdrawal Management Treatment Services
 Approved Rates by Provider
 Fiscal Year 2020-21

	Case Management	Physician Consultation	Withdrawal Management	Residential 3.1	Residential 3.5	MAT
APPROVED MAXIMUM UOS RATE	86.40	307.20	278.64	360.88	366.52	307.20
COUNTY APPROVED PROVIDER RATES:						
Bakersfield Recovery, Inc. - Jason's Retreat	-	-	129.36	59.86	66.27	-
Bakersfield Recovery, Inc. - Capistrano	-	-	129.36	-	-	-
Fresno County Hispanic Commission	37.65	153.60	-	129.52	-	153.60
Mental Health Systems	41.40	153.60	129.36	157.11	157.11	153.60
Turning Point - Quest House	31.95	153.60	-	124.74	138.60	153.60
Turning Point - Visalia	-	-	-	106.00	-	-
WestCare Bakersfield Residential	40.50	-	-	163.41	120.63	-
WestCare Fresno Residential						
Mens	40.50	153.60	193.07	193.07	193.07	153.60
Perinatal	40.50	153.60	193.07	193.07	193.07	153.60
Womens	40.50	153.60	193.07	193.07	193.07	153.60

Fresno County Department of Behavioral Health
 Non-DMC Residential/Withdrawal Management Treatment Services
 Approved Rates by Provider
 Fiscal Year 2019-20

	Case Management	Physician Consultation	Withdrawal Management	Residential 3.1	Residential 3.5	MAT
APPROVED MAXIMUM UOS RATE	86.40	307.20	278.64	360.88	366.52	307.20
COUNTY APPROVED PROVIDER RATES:						
Bakersfield Recovery, Inc. - Jason's Retreat			129.36			
Fresno County Hispanic Commission	28.13			109.23		153.60
Mental Health Systems	33.67		129.36	157.11	157.11	153.60
Turning Point - Quest House	29.73			118.75	118.75	153.60
WestCare Fresno Residential						
Mens	35.00	153.60	129.31	135.19	133.51	153.60
Perinatal	35.00	153.60	129.31	180.44	178.62	153.60
Womens	35.00	153.60	129.31	152.53	150.92	153.60

Fresno County Department of Behavioral Health
 Non-DMC Residential/Withdrawal Management Treatment Services
 Approved Rates by Provider
 Fiscal Year 2018-19

	Case Management	Physician Consultation	Withdrawal Management	Residential 3.1	Residential 3.5	MAT
APPROVED MAXIMUM UOS RATE	35.00	153.60	129.36	180.44	178.62	153.60
COUNTY APPROVED PROVIDER RATES:						
Comprehensive Addiction Program	30.80		84.33	136.55		
Fresno County Hispanic Commission	28.13			63.34		
Mental Health Systems	33.67			157.11	157.11	
Turning Point - Quest House	29.73			111.05	111.05	
WestCare Fresno Residential						
Mens	35.00	153.60	100.00	180.44	133.51	
Perinatal	35.00	153.60	100.00	180.44	178.62	
Womens	35.00	153.60	100.00	180.44	150.92	