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SECOND AMENDMENT TO SERVICE AGREEMENT

This Second Amendment to Service Agreement ("Second Amendment") is dated August 23, 2022 and is between VMS Family Counseling Services, Professional Corporation, a California corporation, ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 23, 2020, the County and the Contractor entered into Agreement with VMS Family Counseling Services, Professional Corporation, which is County agreement number 20-232 ("Agreement"), for Psychological Services for Sheriff-Coroner-Public Administrator Personnel.

B. On June 8, 2021, the County and the Contractor entered into the First Amendment to Service Agreement to increase the maximum compensation value amount for additional services to meet the increased service volume.

C. Contractor represents that it has experienced unanticipated costs, due to rising inflation, and must raise its rates accordingly in order to maintain the best and brightest therapists.

D. In exchange for this rate increase, the Contractor will increase the duration of the counseling sessions from 45 minutes to 50 minutes, and will change the no-show policy to reduce costs to the County, due to a high frequency of individuals failing to show for counseling sessions.

E. Contractor's rates have remained consistent since its initial proposal in 2015, despite the rising cost of its private insurance. As quoted in the Suspension of Competition Acquisition request in 2020, the Sheriff's Office wants to keep the care with current patients consistent from Contractor, as Contractor understands the unique stressors associated with law enforcement. The Sheriff's Office have had an established relationship with Contractor since July 2015.

F. The County and the Contractor now desire to further amend the Agreement to increase the duration of the counseling sessions to 50 minutes, increase some of Contractor's listed rates to meet the unanticipated increasing costs experienced by Contractor, and revise the no-show provision to reduce costs to the County, due to the high frequency of no-shows.

1 The parties therefore agree as follows:

2 1. A portion of Section 4 of the Agreement, page 3, lines 22 through 25, is deleted, and
3 replaced with the following:

4 "In no event shall compensation for services performed under this Agreement exceed
5 four hundred and ten thousand dollars (\$410,000) during the term of this Agreement, with an
6 annual maximum compensation amount of eighty-two thousand dollars (\$82,000). The parties
7 agree that all expenses incidental to CONTRACTOR's performance of services under this
8 Agreement shall be borne by CONTRACTOR."

9

10 2. The existing "Exhibit A" of the Agreement located in page 11 and 12 is deleted in its
11 entirety, and replaced with the following:

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Revised Exhibit "A"

15

PRICES and CANCELLATION FEES

16 Psychological Services for Sheriff-Coroner-Public Administrator Personnel ("client") to include
17 the following:

18

Office Visit	Length of Session	Fee
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19

1. Individual Session	50 Minutes	\$60.00 to \$75.00 (25% Increase)
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2. Family/Couple Session	50 Minutes	\$70.00 to \$85.00 (21% Increase)
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3. Training Seminar	Per Hour	\$100.00 to \$125.00 (25% Increase)
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4. Consultation Services	Per Hour	\$75.00 to \$75.00 (No Increase)
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23

5. No-Show Fee*		\$50.00 to \$65.00 (30% Increase)
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24 Interns:

25 Interns approved by Victoria Sanders, LMFT, may be utilized to provide the following services at
26 the prices listed below (if a client does not wish to see an intern, the client will be offered an
27 appointment with a LCSW or a LMFT staff member):

28

Office Visit	Length of Session	Fee
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1	1. Individual Session	50 Minutes	\$50.00 to \$65.00 (30% Increase)
2	2. Family/Couple Session	50 Minutes	\$60.00 to \$75.00 (25% Increase)
3	3. Training Seminar	Per Hour	\$100.00 to \$100.00 (No Increase)
4	4. No-Show Fee*		\$40.00 to \$55.00 (38% Increase)

5 Visits or sessions will take place through Zoom or at the following address:

6 VMS Family Counseling Services, Professional Corporation

7 2350 W. Shaw Avenue, Suite 116

8 Fresno, CA 93711

9 Cancellation and No-Show fees are as follows:

- 10 • There will be no No-Show Fee applied if client contacts the office before 5:00PM the day
- 11 prior to their scheduled appointment.
- 12 • No-Show includes any session that is canceled by client later than 5:00PM the business
- 13 day prior to the appointment.
- 14 • The Department will be charged for the first two No-Show appointments by a client. For
- 15 any additional No-Shows by the same client, the client will be required to pay the no-
- 16 show fee, and the Department will not be charged for additional No-Show Fees for that
- 17 client, in the same calendar year.

18 3. When both parties have signed this Second Amendment, the Agreement, the First

19 Amendment, and this Second Amendment together constitute the Agreement.

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

- 21 a. The Contractor is duly authorized and empowered to sign and perform its obligations
- 22 under this Amendment.
- 23 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
- 24 to do so and his or her signature on this Amendment legally binds the Contractor to
- 25 the terms of this Amendment.

26 5. The parties agree that this Second Amendment may be executed by electronic signature

27 as provided in this section.

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- a. An "electronic signature" means any symbol or process intended by an individual signing this Second 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 Second Amendment is deemed equivalent to a valid original handwritten signature of the person signing this Second 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 Second Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Second Amendment with an original handwritten signature.

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

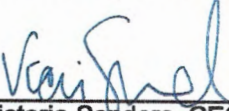
7. The Agreement as previously amended, and as amended by this Second Amendment is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Second Amendment remain in full force and effect.


[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Second Amendment on the date stated in the introductory
2 clause.

3 VMS Family Counseling Services

COUNTY OF FRESNO

4 
5 _____
6 Victoria Sanders, CEO



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

7 2350 W. Shaw Ave. Suite 116
8 Fresno, CA 93711

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

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12 For accounting use only:

By: 

Deputy

13 Org No.: 31112415
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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