

**AMENDMENT II TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this 9th day of July, 2024, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTAL HEALTH SYSTEMS, INC., dba TURN BEHAVIORAL HEALTH SERVICES**, a private Non-profit 501(c)(3) corporation, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

**Recitals**

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 23-284, effective July 1, 2023, as amended by COUNTY Amendment 23-597 effective November 7, 2023, hereinafter referred to together as "Agreement", whereby CONTRACTOR agreed to operate a recovery-oriented program for Co-Occurring Disorders Full-Service Partnership services for adults and older adults with active co-occurring disorders and symptoms (severe mental illness and substance use disorders).

WHEREAS, CONTRACTOR has been providing more billable services than expected and the parties have agreed to increase the maximum compensation to allow CONTRACTOR to increase their Medi-Cal billing.

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That section 4.2 of the agreement located at page eight (8), line seventeen (17) beginning with the word "The", and ending on page eight (8), line twenty-five (25) with the word "received" be deleted and the following inserted in its place:

"The maximum compensation payable to the CONTRACTOR under this Agreement for the period of July 1, 2023 through June 30, 2024 for Specialty Mental Health Services is Three Million Two Hundred Thousand and No/100 (\$3,200,000.00), which is not a guaranteed sum but shall be paid only for services rendered and received. The maximum compensation payable to the CONTRACTOR under this Agreement for the period of July 1, 2024 through June 30, 2025 for Specialty Mental Health

1 Services is Three Million Two Hundred Thousand and No/100 (\$3,200,000.00), which is not a  
2 guaranteed sum but shall be paid only for services rendered and received."

3 2. That the existing COUNTY Agreement No. 18-686, section 4.4 located at page nine (9),  
4 Line thirteen (13) beginning with the word "In", and ending on page nine (9), line sixteen (16) with the  
5 word "Agreement" be deleted and the following inserted in its place:

6 "In no event shall the maximum contract amount for all the services provided by the  
7 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Seven  
8 Million Nine Hundred Eighty-One Thousand Eight Hundred Ninety-Two and No/100 (\$7,981,892.00)  
9 during the entire term of this Agreement."

10 3. When both parties have signed this Amendment II, the Agreement, Amendment I, and  
11 this Amendment II together constitute the Agreement.

12 4. Except as otherwise provided in this Amendment, all other provisions of the Agreement  
13 remain unchanged and in full force and effect. This Amendment shall be retroactive to April 1, 2024.

14 *[SIGNATURE PAGE FOLLOWS]*  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement  
2 as of the day and year first hereinabove written.

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4 The parties are signing this Agreement on the date stated in the introductory clause.

5  
6 MENTAL HEALTH SYSTEMS, INC.dba  
7 TURN BEHAVIORAL HEALTH SERVICES

COUNTY OF FRESNO

8 

Jim Callaghan (Sent 21, 2024 09:34 PDT)

9 Chairman of Board, or President


10 9465 Farnham Street  
11 San Diego, CA 92123



Nathan Magsig, 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

13 By:   
14 Deputy

15 For accounting use only:

16 Org No.: 56304562  
17 Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000