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AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (Amendment No. 1) is dated April 7, 2026 and is between BluePath Health, Inc., a California corporation (Contractor), and the County of Fresno, a political subdivision of the State of California (County).

Recitals

A. On October 21, 2025, the County and the Contractor entered into County agreement number A-25-538 (Agreement), for technical assistance, project management, and stakeholder engagement services to ensure compliance with California Advancing and Innovating Medi-Cal (CalAIM) requirements and to support implementation of Medi-Cal reentry services in collaboration with County's Department of Behavioral Health and contracted service providers at the Juvenile Justice Campus (JJC) .

B. As County's Probation Department (Probation) moves toward go-live and post go-live phases of CalAIM Justice-Involved (JI) reentry initiative, additional targeted support will be critical to sustain implementation, address operational challenges, and fully realize the intended outcomes.

C. In addition to the core scope described in the Agreement, Contractor is able to provide additional implementation and sustainability support services designed to respond to anticipated and emerging needs during the next phase of work.

D. The County and the Contractor now desire to amend the Agreement to expand the scope of services to build on the foundational work already underway and provide flexible, scalable support in areas such as readiness finalization, Enhance Care Management (ECM) pilot development, JI Portal training, billing optimization, implementation troubleshooting, and required grant reporting. The parties further intend to extend the Agreement term and increase compensation accordingly.

The parties therefore agree as follows:

- 1. All references to Exhibit A shall be replaced with references to Revised Exhibit A. Revised Exhibit A is attached and incorporated by this reference.

1 2. A portion of Section 3.1 of the Agreement located at page 2, line 28, through page 3, line
2 2, is amended to replace the sentence beginning with the word "Travel" and ending with the
3 word "total", with the following:

4 "Travel and expenses are subject to written approval by County and will be compensated at
5 Federal per diem rates, based on one (1) trip onsite for up to three (3) people, not to exceed
6 \$4,440 total for the period of November 1, 2025, through April 30, 2026, and based on two
7 (2) trips onsite for up to six (6) people, not to exceed \$12,195 total for the period of May 1,
8 2026, through March 31, 2027."

9 3. A portion of Section 3.2 of the Agreement located at page 3, lines 3 through 5, is
10 amended to replace the sentence beginning with the word "The" and ending with the date "April
11 30, 2026," with the following:

12 "The maximum compensation payable to the Contractor under this Agreement for the period
13 of November 1, 2025, through April 30, 2026, shall not exceed \$309,930. The maximum
14 compensation payable to the Contractor under this Agreement for the period of May 1,
15 2026, through March 31, 2027, shall not exceed \$310,035. In no event shall the total
16 maximum compensation and any other payment for services performed under this
17 Agreement exceed \$619,965."

18 4. Section 4.1 of the Agreement located at page 4, line 9 is deleted in entirety, and
19 replaced with the following:

20 "**Term.** This Agreement is effective November 1, 2025, and terminates on March 31, 2027."

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

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

- 24 a. The Contractor is duly authorized and empowered to sign and perform its obligations
25 under this Amendment No.1.
- 26 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
27 authorized to do so and his or her signature on this Amendment No. 1 legally binds
28 the Contractor to the terms of this Amendment No. 1.

1 7. The parties agree that this Amendment No. 1 may be executed by electronic signature
2 as provided in this section.

3 a. An "electronic signature" means any symbol or process intended by an individual
4 signing this Amendment No. 1 to represent their signature, including but not limited
5 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
6 (3) an electronically scanned and transmitted (for example by PDF document)
7 version of an original handwritten signature.

8 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
9 equivalent to a valid original handwritten signature of the person signing this
10 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
11 any administrative or judicial proceeding, and (2) has the same force and effect as
12 the valid original handwritten signature of that person.

13 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
14 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
15 2, Title 2.5, beginning with section 1633.1).

16 d. Each party using a digital signature represents that it has undertaken and satisfied
17 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
18 through (5), and agrees that each other party may rely upon that representation.

19 e. This Amendment No. 1 is not conditioned upon the parties conducting the
20 transactions under it by electronic means and either party may sign this Amendment
21 No. 1 with an original handwritten signature.

22 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
23 all of which together constitute this Amendment No. 1.

24 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
25 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
26 effect.

27 [SIGNATURE PAGE FOLLOWS]

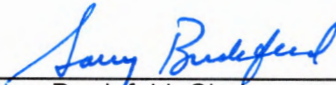
1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 BLUEPATH HEALTH INC
4

COUNTY OF FRESNO

5 Signed by:

6 Timathie Leslie, President


Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

7 80 Sir Frances Drake Blvd, Ste 2D
8 Larkspur, CA 94939

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

9

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By: 
Deputy

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12 For accounting use only:

13 Org No.: 34400112
14 Account No.: 7295
Fund No.: 0001
15 Subclass No.: 10000

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Revised Exhibit A

Scope of Services

I. Phase One: November 2025 – April 2026

Contractor will provide consultation services to support implementation of the Justice-Involved Initiative (JII) mandates that will include stakeholder engagement, project management, and technical integration and assessment. This will also involve convening stakeholders individually and collectively to create a consensus driven approach that integrates with other Providing Access and Transforming Health (PATH) related efforts, establishing consistent and equitable service delivery.

Contractor will support Probation with the activities identified in PATH Rounds 3 and 4 of the JII. Permissible uses of funding include implementing billing systems; adoption of certified electronic health record (EHR) technology; technology and information technology (IT) services; hiring of staff and training; development of protocols and procedures; additional activities to promote collaboration; planning; screening for pre-release services; and other activities to support provision of Medi-Cal Reentry Services.

Contractor's project team will bring in additional team members with the necessary expertise to support technical integration and data sharing. This will help ensure compliance with CalAIM requirements and make the system efficient and easy to use for staff and subcontractors. These efforts will support timely, coordinated care and help achieve overall program goals.

Contractor shall embed project management services within each phase and include timeline management, action item coordination, status meetings including agendas and meeting notes, risk management, and coordination of resources.

Contractor shall provide the following deliverables during the specified timeframes:

1. Draft policies and procedures: November 2025 – February 2026

Identify needs, draft policies, receive feedback, and incorporate feedback to develop CalAIM policies and procedures with CalAIM requirements, review Wellpath policies, and recommend revisions to procedures based on requirements.

2. Draft and compile "Readiness Assessment": November 2025 – March 2026

Revised Exhibit A

1 Evaluate capacity, resources, and alignment to ensure successful implementation of the
2 JII, and document readiness elements for go-live, draft assessment, draft workflows, and
3 compile supplemental documentation, present deliverables for feedback, adjust to
4 incorporate feedback, and finalize for submission.

5 3. Stakeholder engagement and partner collaboration: November 2025 – April 2026

6 Project manage, facilitate, and coordinate meetings with external partners including
7 County agencies, Managed Care Plans (MCPs) and Wellpath, for the purposes of
8 developing any supplemental documentation for the Readiness Assessment and/or
9 collaborative materials for improved pre-release service delivery.

10 4. Data sharing and technical integration: November 2025 – April 2026

11 Coordinate with partners to determine the best mode of data integration and secure data
12 sharing, including model design and specifications for implementation teams to use.

13 5. Design studio: November 2025 – April 2026

14 Develop high level data mapping to inform three sessions with County partners, MCPs,
15 and Wellpath, to visualize current state, challenges, and future state data sharing
16 goals.

17 6. Site visit: Early 2026

18 Conduct a total of one site visit in early 2026 with a team of three members to review
19 materials and discuss onsite with the Probation CalAIM team.
20

21 **II. Phase Two: May 2026 – March 2027**

22 Contractor shall provide the following deliverables during the specified timeframes:

23 1. Pre-release service delivery and billing documentation: May 2026 - September 2026

24 Support Probation, WestCare, Wellpath, and Wellpath's subcontracted billing
25 provider Recover, in designing and operationalizing a pilot for documentation and
26 billing for pre-release services including:
27
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Revised Exhibit A

- 1 a. Facilitate cross-partner collaboration among WestCare, Wellpath, and County
- 2 partners to align documentation and billing workflows for pre-release
- 3 services.
- 4 b. Coordinate shared requirements and roles to ensure CalAIM Justice-
- 5 Involved, Medi-Cal, and operational expectations are clearly defined and met
- 6 by go-live.
- 7 c. Support collaborative pilot design and validation to confirm readiness,
- 8 address gaps, and ensure compliant, coordinated implementation.
- 9 d. Incorporate DHCS feedback into Readiness Assessment and supplemental
- 10 documentation, including MOUs, to finalize processes and documents for go-
- 11 live in September.

12 2. ECM Development and Referral Pathways Pilot: May 2026 – September 2026

13 Support WestCare and Wellpath in designing and operationalizing an ECM referral
14 pilot for justice-involved individuals. This includes:

- 15 a. Finalize staffing plans to incorporate all actors providing pre-release services
- 16 in the JJC.
- 17 b. Document and align workflows for identification, referral, and handoff to ECM.
- 18 c. Support referral pathway development.
- 19 Facilitate collaboration with MCPs to ensure appropriate assignment,
- 20 continuity of care, and compliance with CalAIM ECM requirements.
- 21 d. Incorporate DHCS feedback into Readiness Assessment and supplemental
- 22 documentation, including MOUs, to finalize processes and documents for go-
- 23 live in September.

24 3. Post Go-Live Implementation Support: October 2026 – March 2027

25 Support with identification and troubleshooting with challenges following go-live along
26 with external partners.

- 27 a. Convene and facilitate cross-partner issue-resolution sessions with
- 28 Probation, Behavioral Health, WestCare, Wellpath, MCPs, and technology

Revised Exhibit A

1 partners to quickly identify and resolve post go-live challenges.

2 b. Assess operational, documentation, billing, and data-sharing workflows
3 against CalAIM Justice-Involved requirements to identify gaps, risks, and
4 compliance issues emerging after go-live.

5 c. Develop and track corrective action plans with clear owners, timelines, and
6 escalation pathways to support stabilization and sustained implementation.

7 4. JI Portal Training and Gainwell Simulation Access: August 2026 – September 2026

8 a. Facilitate training and onboarding for County and partner staff on the JI Portal,
9 including coordination with Gainwell to obtain access to the simulation environment.

10 b. Support and ensure staff readiness to use the portal for eligibility verification, service
11 documentation, and coordination.

12 c. Develop workflow and best practices job aid for JI Portal actions

13 5. Billing Optimization and Analysis: August 2026 – March 2027

14 a. Provide targeted documentation training and EHR documentation review virtually to
15 strengthen compliance, improve claim accuracy, and support consistent practices
16 across providers.

17 b. Conduct billing code and process evaluation virtually to ensure appropriate use of
18 Medi-Cal billing codes and alignment with pre-release service requirements.

19 c. Review claims, denials, and end-to-end billing processes virtually during the first 30
20 to 60 days of implementation using data analysis to identify trends, gaps, and root
21 causes. Deliver actionable recommendations to optimize reimbursement and
22 sustainability.

23 6. Develop and Train on Project Management Tools: January 2027 – March 2027

24 a. Develop project management tools, templates, and job aids to support Probation's
25 CalAIM team in tracking milestones, deliverables, risks, and cross-partner
26 dependencies.

Revised Exhibit A

1 b. Train County staff on use of project management tools and best practices to support
2 ongoing coordination, accountability, and sustained CalAIM Justice-Involved
3 implementation.

4 7. Site Visits: Fall 2026 and March 2027

5 Conduct two (2) site visits with a team of up to six (6) members to (1) engage with
6 stakeholders for implementation support, and (2) review deliverables and discuss project
7 close-out with the Probation team; total includes staff hours and travel expenses.

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