

**AMENDMENT NO. 2 TO SERVICE AGREEMENT**

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated March 25, 2025 and is between each Contractor listed in Exhibit A-II titled “Non-DMC Residential Treatment Vendor List,” (each a “Contractor” and collectively as “Contractors”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. County is authorized through its Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBBG) Application with the California Department of Health Care Services (“DHCS” or “State”) to subcontract for Residential Substance Use Disorder (SUD) treatment services in Fresno County.

B. County is authorized to contract with privately operated agencies for the provision of alcohol and other drug treatment services, pursuant to Title 9, Division 4 of the California Code of Regulations and Division 10.5 (commencing with Section 11750) of the California Health and Safety Code.

C. Contractors are certified by the State to provide services required by the County.

D. On June 20, 2023, the County and the Contractors entered into Non-Drug Medi-Cal (Non-DMC) Residential Treatment Master Agreement, which is County Agreement No. 23-293 (“Agreement”) for the provision of Residential SUD treatment services in Fresno County.

E. On June 4, 2024, the County and the Contractors entered into Amendment No. 24-263 to the Agreement (“Amendment No. 1”), to amend various subsections of the Agreement to update provider reporting requirements to align with California Advancing and Innovating Medi-Cal (CalAIM) initiatives and the County’s new Electronic Health Record system; and add Contractor participation requirements for State efforts to improve culturally responsive care delivery.

F. The Director of the Department of Behavioral Health previously revised Contractors’ rates through a Department issued letter effective July 1, 2024 through the authority given in Section 15.1 of the Agreement and replaced Exhibit J-I with Revised Exhibit J-I.

1 G. The County and the Contractors now desire to amend Revised Exhibit J-I, SUD DMC  
2 Residential Service Rates, to memorialize the previous rate increase authorized by the Director,  
3 and to increase reimbursement rates to the newly set minimum reimbursement rates for the  
4 following Contractors: (1) Fresno County Hispanic Commission On Alcohol and Drug Abuse  
5 Services, Inc., (2) Westcare California Inc., and (3) Comprehensive Addiction Programs, Inc..

6 H. The County and Contractor WestCare California, Inc. desire to increase the maximum  
7 compensation for WestCare California, Inc. as stated on Exhibit A-II, Non-DMC Residential  
8 Treatment Vendor List to account for the rate increase.

9 The parties therefore agree as follows:

10 1. All references in the Agreement to "Exhibit A-I" shall be deemed references to "Exhibit A-  
11 II." Exhibit A-II is attached and incorporated by this reference.

12 2. The Agreement is extended for the first one-year extension period from July 1, 2025 to  
13 June 30, 2026 as provided in Section 3.2 of the Agreement.

14 3. All references in the Agreement to "Exhibit J-I" and "Revised Exhibit J-I" shall be deemed  
15 references to "Exhibit J-II." Exhibit J-II is attached and incorporated by this reference.

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

17 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
18 under this Amendment.

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

22 5. The parties agree that this Amendment may be executed by electronic signature as  
23 provided in this section.

24 a. An "electronic signature" means any symbol or process intended by an individual  
25 signing this Amendment to represent their signature, including but not limited to (1) a  
26 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
27 electronically scanned and transmitted (for example by PDF document) version of an  
28 original handwritten signature.

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- b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this 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 Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

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

7. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 2 remain in full force and effect. This Amendment No. 2 is effective April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

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

3 CONTRACTOR

COUNTY OF FRESNO

4  
5 SEE FOLLOWING SIGNATURE PAGES



6 Ernest Buddy Mendes, Chairman of the Board  
7 of Supervisors of the County of Fresno

8 **Attest:**  
9 Bernice E. Seidel  
10 Clerk of the Board of Supervisors  
11 County of Fresno, State of California

12 By:   
13 Deputy

14 For accounting use only:

15 Org No.: 56302081  
16 Account No.: 7295  
17 Fund No.: 0001  
18 Subclass No.: 10000  
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The parties are signing this Amendment No. 2 to Agreement No. 23-293 on the date stated in the introductory clause.

Provider: **COMPREHENSIVE ADDICTION PROGRAMS, INC.**

By 

Print Name: Joshua Richtigel

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

Date: 3/4/25

By 

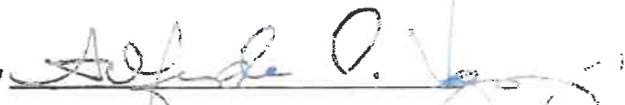
Print Name: Michele Richtigel

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

Date: 3/4/25

1 The parties are signing this Amendment No. 2 to Agreement No. 23-293 on the date  
2 stated in the introductory clause.

3 Provider: FRESNO COUNTY HISPANIC COMMISSION ON ALCOHOL AND  
4 DRUG ABUSE SERVICE, INC

5 By 

6 Print Name: Alfredo C. Vasquez

7 Title: Chairman  
8 Chairman of the Board, President, or Vice President

9 Date: March 5, 2025

10  
11 By 

12 Print Name: Domingo Zapata

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

16 Date: March 5, 2025

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1 The parties are signing this Amendment No. 2 to Agreement No. 23-293 on the date  
2 stated in the introductory clause.

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

4  
5 By   
6 James C Callaghan Jr (Mar 4, 2025 17:19 PST)

7 Print Name: James C Callaghan Jr

8  
9 Title: CEO  
10 Chairman of the Board, President, or Vice President

11 Date: 03/04/25

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13  
14 By   
David Tanner (Mar 4, 2025 14:22 PST)

15 Print Name: David Tanner

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17 Title: VP Corporate Finance  
18 Secretary (of Corporation), Assistant Secretary,  
19 Chief Financial Officer, or Assistant Treasurer

20 Date: 03/04/25

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1 The parties are signing this Amendment No. 2 to Agreement No. 23-293 on the date  
2 stated in the introductory clause.

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

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5 *Ryan Banks*  
6 By \_\_\_\_\_

7 Print Name: Ryan Banks

8  
9 Title: Chief Executive Officer  
Chairman of the Board, President, or Vice President

10  
11 Date: 03/05/2025 PST

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13 *Bruce Tyler*  
14 By \_\_\_\_\_

15 Print Name: Bruce Tyler

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17 Title: CIO/Interim CFO  
Secretary (of Corporation), Assistant Secretary,  
18 Chief Financial Officer, or Assistant Treasurer

19  
20 Date: 03/05/2025 PST

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1 The parties are signing this Amendment No. 2 to Agreement No. 23-293 on the date  
2 stated in the introductory clause.

3 Provider: **WESTCARE CALIFORNIA, INC.**

4  
5 By Shawn A. Jenkins  
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7 Print Name: Shawn Jenkins

8  
9 Title: CEO  
10 Chairman of the Board, President, or Vice President

11 Date: 3/4/25

12 Attesting solely to the authority of the CEO  
13 to execute this Amendment II pursuant to  
14 Resolution WCCA 2025-01

14 By J. Hanne  
15 WCFGC

16 Print Name: J. Hanne

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

20 Date: 03/04/2025  
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Fresno County Department of Behavioral Health  
 Provider Maximum Annual Allocations

**Non-DMC Residential Vendor List**

VENDOR	CONTACT	PHONE NUMBER / FAX	EMAIL	TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-profit Corporation	\$351,000	\$351,000	\$351,000	\$351,000
Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc. Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	Executive Director	(559) 268-6480	info@hispaniccommission.org	501(c)3 Non-profit Corporation	\$225,000	\$225,000	\$225,000	\$225,000
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, Ca 92123	Chief Executive Officer Chief Financial Officer	(858) 573-2600	contact@turnbhs.org	501(c)3 Non-profit Corporation	\$135,000	\$135,000	\$135,000	\$135,000
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, Ca 93290	Chief Executive Officer	(559) 732-8086	info@tpocc.org	501(c)3 Non-profit Corporation	\$110,000	\$110,000	\$110,000	\$110,000
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, Ca 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	\$495,800	\$525,000	\$525,000	\$525,000

**Non-DMC Withdrawal Management Vendor List**

VENDOR	CONTACT	PHONE NUMBER	EMAIL	TYPE OF BUSINESS	Contract Max FY 2023-24	Contract Max FY 2024-25	Contract Max FY 2025-26	Contract Max FY 2026-27
Comprehensive Addiction Programs Inc. Remit to: 2445 W. Whitesbridge Ave. Fresno, Ca 93706	Executive Director	(559) 492-1373 Fax: (559) 223-2898	information@capfresno.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	Chief Executive Officer Chief Financial Officer	(559) 251-4800	contact@turnbhs.org	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd Fresno, CA 93727	Chief Operating Officer	(559) 251-4800 Fax: (559) 453-7827	infoca@westcare.com	501(c)3 Non-profit Corporation	See Above	See Above	See Above	See Above
					\$ 1,316,800	\$ 1,346,000	\$ 1,346,000	\$ 1,346,000

\*\* A list of current provider sites can be found at:  
<https://www.fresnocountyca.gov/Departments/Behavioral-Health/Care-Services/Programs-Services/Substance-Use-Disorder-Services>

**Fresno County Department of Behavioral Health  
 Non-DMC Residential/Withdrawal Management Treatment Compensation Approved  
 Rates by Modality/Provider  
 Effective 04.01.2025**

Residential 3.1	Rate
Comprehensive Addiction Programs	\$ 168.00
Fresno County Hispanic Commission	\$ 168.00
Mental Health Systems	\$ 177.69
Turning Point - Quest House	\$ 183.40
WestCare - Bakersfield	\$ 168.44
WestCare Fresno	\$ 168.00
Withdrawal Management 3.2	
Comprehensive Addiction Programs	\$ 149.64
Mental Health Systems	\$ 131.19
WestCare Fresno	\$ 169.30
Residential 3.3	
WestCare Fresno	\$ 234.60
Residential 3.5	
Comprehensive Addiction Programs	\$ 176.00
Mental Health Systems	\$ 177.69
Turning Point - Quest House	\$ 194.33
WestCare - Bakersfield	\$ 176.00
WestCare Fresno	\$ 176.00

Provider Type	Provider Rate Per Hour
Physicians Assistant	\$421.99
Nurse Practitioner	\$467.89
RN	\$382.18
Pharmacist	\$450.39
MD (typically in SUD system of care)	\$940.90
Psychologist/Pre-licensed Psychologist	\$378.40
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$244.88
Alcohol and Drug Counselor	\$203.11
Medical Assistant	\$138.01
Licensed Vocational Nurse	\$200.77
Licensed Psychiatric Technician	\$172.11
Occupational Therapist	\$325.96
Peer Recovery Specialist	\$193.44

Flat Rate Type	Unit	Maximum Units That Can Be Billed	Rate
Interactive Complexity	15 min per unit	1 per allowed procedure per provider per	\$18.32
Sign Language/Oral Interpretive Services	15 min per unit	Variable	\$30.92