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AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this 4<sup>th</sup> day of June, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Revised Exhibit A, "Non-DMC Youth Treatment Services Vendor List," attached hereto and by this reference incorporated herein, collectively hereinafter 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.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-694, effective January 1, 2019; and

WHEREAS, CONTRACTOR(s) agreed to provide outpatient alcohol and substance use disorder (SUD) treatment services to Fresno County minors between the ages of 12 and 17 years old; and

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

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

1. That the existing COUNTY agreement No. 18-694, Paragraph Five (5) – COMPENSATION – in the Agreement on Page Five (5), beginning on Line Eight (8) with the word "In" and ending on Line Thirteen (13) with the word "available" be deleted in its entirety and the following inserted in its place:

"In no event shall the total compensation for actual service performed under this Agreement be in excess of Five Hundred Ninety-Eight Thousand Eight Hundred Eighty-Three and No/100 Dollars (\$598,883.00) for the first six (6) month period from January 1, 2019 through June 30, 2019 and One Million Two Hundred Thirty-Four Thousand Four Hundred Thirty-Two and No/100 Dollars (\$1,234,432.00) for each twelve (12) month period from July 1, 2019 through June 30, 2023. CONTRACTOR shall be reimbursed to the extent that funds are available."

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1           2.       That the existing COUNTY agreement No. 18-694 , Paragraph Eighteen – INSURANCE –  
2 be amended starting on Page Fifteen (15), Line Twenty-Seven (27) after the word “basis” by inserting the  
3 following:

4                   “F.     Cyber Liability

5                             Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or  
6 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations  
7 as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims  
8 involving infringement of intellectual property, including but not limited to infringement of copyright,  
9 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of  
10 electronic information, release of private information, alteration of electronic information, extortion and  
11 network security. The policy shall provide coverage for breach response costs as well as regulatory fines  
12 and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.”

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

15           4.       COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend  
16 Agreement No. 18-694, and that upon execution of this Amendment, Agreement and Amendment I  
17 together shall be considered the Agreement.

18           5.       The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
19 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in  
20 full force and effect. This Amendment I shall be retroactively effective January 1, 2019.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2  
3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 **SEE EXHIBIT A**



5 \_\_\_\_\_  
6 Nathan Magsig, Chairman of the Board  
7 of Supervisors of the County of Fresno

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

13  
14  
15  
16 By: Susan Bishop  
17 Deputy

18  
19 **FOR ACCOUNTING USE ONLY:**

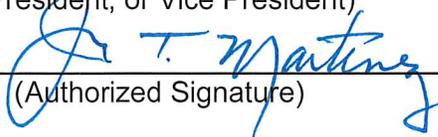
20 **ORG No.: 56302081**  
21 **Account No.: 7295**

1 **CONTRACTOR:**  
2 **Transitions Children's Services**

3   
4 \_\_\_\_\_  
5 (Authorized Signature)

6 Brian Van Anne /CEO, Administrator

7 \_\_\_\_\_  
8 Print Name & Title (Chairman of Board, or  
9 President, or Vice President)

10   
11 \_\_\_\_\_  
12 (Authorized Signature)

13 Joe T. Martinez

14 \_\_\_\_\_  
15 Print Name

16 Chief Financial Officer

17 \_\_\_\_\_  
18 Title (Secretary of Corporation, or Chief  
19 Financial Officer/Treasurer, or any  
20 Assistant Secretary or Treasurer)

21 \_\_\_\_\_  
22 1945 N. Helm Ave., Suite 101  
23 Fresno, CA 93727

24 \_\_\_\_\_  
25 Mailing Address

1 **CONTRACTOR:**  
2 **MENTAL HEALTH SYSTEMS**

3   
4 (Authorized Signature)  
5 James C. Callaghan, Jr.  
6 President & CEO

7 Print Name & Title (Chairman of Board, or  
8 President, or Vice President)

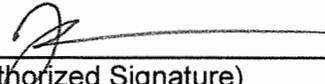
9   
10 (Authorized Signature)  
11 Stacy Maxa  
12 Print Name  
13 CFO

14 Title (Secretary of Corporation, or Chief  
15 Financial Officer/Treasurer, or any  
16 Assistant Secretary or Treasurer)

17 9465 Farnham Street  
18 San Diego, CA 92123

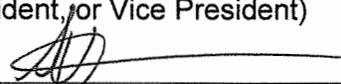
19 Mailing Address

1 **CONTRACTOR:**  
2 **Prodigy Healthcare Inc.**

3   
4 \_\_\_\_\_  
5 (Authorized Signature)

6 Jagdip Dhanda ,President

7 \_\_\_\_\_  
8 Print Name & Title (Chairman of Board, or  
9 President, or Vice President)

10   
11 \_\_\_\_\_  
12 (Authorized Signature)

13 Sarjeet Dhanda

14 \_\_\_\_\_  
15 Print Name

16 CFO

17 \_\_\_\_\_  
18 Title (Secretary of Corporation, or Chief  
19 Financial Officer/Treasurer, or any  
20 Assistant Secretary or Treasurer)

21 \_\_\_\_\_  
22 Prodigy Healthcare Inc.

23 \_\_\_\_\_  
24 311 E. Merced St, Fowler CA 93625

25 \_\_\_\_\_  
26 Mailing Address

1 **CONTRACTOR:**  
2 **Promesa Behavioral Health**

3 Michael Der Manuel  
(Authorized Signature)

4 MICHAEL DER MANOUEL, PRESIDENT

5 Print Name & Title (Chairman of Board, or  
6 President, or Vice President)

7 Fred Omstead  
(Authorized Signature)

8 Fred Omstead  
Print Name

9 Secretary  
10 Title (Secretary of Corporation, or Chief  
11 Financial Officer/Treasurer, or any  
Assistant Secretary or Treasurer)

12 7120 N. Mans Ave, Suite 110

13 Fresho CA 93711  
14 Mailing Address

1 **CONTRACTOR:**  
2 **Fresno New Connections**

3 Shawna Hothorn Jazg  
(Authorized Signature)

4 Suzanne Kotkin-Jaszi President  
5 Print Name & Title (Chairman of Board, or  
6 President, or Vice President)

7 Joanna Jazg  
(Authorized Signature)

8 Joanna Tilghoran  
9 Print Name

10 Secretary  
11 Title (Secretary of Corporation, or Chief  
12 Financial Officer/Treasurer, or any  
13 Assistant Secretary or Treasurer)

14 4411 N. Cedar #108

15 Fresno, CA 93726  
16 Mailing Address

Fresno County Department of Behavioral Health Youth Treatment Services Vendor List Provider Maximum Annual Allocations Agreement No. 18-694-1							
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	Contract Max FY 2022-23
<b>Fresno New Connections, Inc.</b> Remit to: 4411 N. Cedar Ave. #108 Fresno, CA 93726	(559) 248-1548	501(c)3 Non-profit Corporation	\$23,667	\$47,335	\$47,335	\$47,335	\$47,335
<b>Kings View Corporation</b> Remit to: 7170 N. Financial Drive, #110 Fresno, CA 93720	(559)251-0100 x3011	501(c)3 Non-profit Corporation	\$12,500	\$25,000	\$25,000	\$25,000	\$25,000
<b>Mental Health Systems, Inc.</b> Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$53,970	\$144,606	\$144,606	\$144,606	\$144,606
<b>Prodigy Healthcare, Inc.</b> Remit to: P.O. Box 820 Fowler, Ca 93625	(559) 892-9452	For Profit Corporation	\$80,000	\$160,000	\$160,000	\$160,000	\$160,000
<b>Promesa Behavioral Health</b> Remit to: 7120 N. Marks Ave, #110 Fresno, Ca 93711	(559) 439-5437	501(c)3 Non-profit Corporation	\$6,439	\$12,879	\$12,879	\$12,879	\$12,879
<b>Transitions Childrens</b> Remit to: 1945 N. Helm Ave, #101 Fresno, Ca 93727	(559) 222-5437	501(c)3 Non-profit Corporation	\$12,311	\$24,622	\$24,622	\$24,622	\$24,622

\*\* A list of current provider sites can be found at:  
<https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services>