

**1 AMENDMENT NO. 2 TO SERVICE AGREEMENT**

2 This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated  
3 January 6, 2026 and is between Health Management Associates, Inc., a Michigan  
4 corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of  
5 California ("County").

**6 Recitals**

7 A. On June 18, 2024, the County and the Contractor entered into Service Agreement,  
8 which is County agreement number 24-337 ("Agreement"), for strategic planning consultation  
9 services.

10 B. On March 11, 2025, the County and the Contractor entered into Amendment I to extend  
11 the term from June 18, 2026 through December 31, 2026 and increase the maximum  
12 compensation to a total of Three Hundred Seventeen Thousand Eight Hundred Forty-Three  
13 Dollars (\$317,843) for assistance with implementing and managing the County's inclusion into  
14 the California Department of Health Care Services' Voluntary Rate Range Program.

15 C. The County and Contractor have determined additional resources and further training  
16 are needed in developing each division's Strategic Plan.

17 D. The County and the Contractor now desire to amend the Agreement to increase funding  
18 to complete the additional consultation services for the Strategic Plan.

19 The parties therefore agree as follows:

20 1. All references in the Agreement to "Revised Exhibit A" shall be changed to read  
21 "Revised Exhibit A1," where appropriate, attached hereto and incorporated herein by reference.

22 2. All references in the Agreement to "Revised Exhibit B" shall be changed to read  
23 "Revised Exhibit B1," where appropriate, attached hereto and incorporated herein by reference.

24 3. Section 3.2 of the Agreement, "Maximum Compensation," located at Page 2 is deleted in  
25 its entirety and replaced with the following:

26       **3.2 Maximum Compensation.** The maximum compensation payable to the  
27 Contractor under this Agreement is One Hundred Ninety-Eight Thousand Five  
28 Hundred Ninety-Four Dollars (\$198,594) for the period June 18, 2024 through

1                   June 17, 2025, One Hundred Fifteen Thousand One Hundred Eleven Dollars  
2                   (\$115,111) for the period June 18, 2025 through June 17, 2026, and Eighteen  
3                   Thousand One Hundred Thirty-Eight Dollars (\$18,138) for the period June 18,  
4                   2026 through December 31, 2026. The total maximum compensation payable for  
5                   the entire term of this Agreement shall not exceed Three Hundred Thirty-One  
6                   Thousand Eight Hundred Forty-Three Dollars (\$331,843). The Contractor  
7                   acknowledges that the County is a local government entity and does so with  
8                   notice that the County's powers are limited by the California Constitution and by  
9                   State law, and with notice that the Contractor may receive compensation under  
10                  this Agreement only for services performed according to the terms of this  
11                  Agreement and while this Agreement is in effect, and subject to the maximum  
12                  amount payable under this section. The Contractor further acknowledges that  
13                  County employees have no authority to pay the Contractor except as expressly  
14                  provided in this Agreement."

15                  4. When both parties have signed this Amendment No. 2, the Agreement and this  
16                  Amendment No. 2 together constitute the Agreement.

17                  5. The Contractor represents and warrants to the County that:

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

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

25                  7. The Agreement as amended by this Amendment No. 2 is ratified and continued. All  
26                  provisions of the Agreement and not amended by this Amendment No. 2 remain in full force and  
27                  effect.

28                   [SIGNATURE PAGE FOLLOWS]

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

3        HEALTH MANAGEMENT ASSOCIATES,  
4        INC.

5        Signed by:

6          
7        Kelly Johnson

8        Kelly Johnson, Chief Administrative Officer

9        2501 Woodlake Cir, Ste 100  
10      Okemos, Michigan 48864

11      COUNTY OF FRESNO

12        
13      Garry Bredefeld

14      Chairman of the Board of  
15      Supervisors of the County of Fresno

16      **Attest:**

17      Bernice E. Seidel  
18      Clerk of the Board of Supervisors  
19      County of Fresno, State of California

20      By:   
21      Deputy

22      For accounting use only:

23      Org No.: 56201508; 56201500  
24      Account No.: 7295  
25      Fund No.: 0001  
26      Subclass No.: 10000

## Revised Exhibit A1

### 1 Scope of Services

#### 2 Strategic Plan:

3 The Contractor will provide the County with consultation and support in the  
4 development of DPH's new 10-year strategic plan. DPH's strategic plan is expected to be  
5 developed in approximately twelve (12) months. This estimated time frame will include  
6 stakeholder engagement, discussions with the DPH, and final review.

7 The Contractor will work with DPH to confirm goals and initiatives, develop a departmental  
8 framework, review the strategic plan, and create an official document of the plan. This will  
9 include:

- 10 • Development or revision of the DPH Core Purpose, Vision, Mission, and Values  
11 statements.
- 12 • Facilitation of discussions with DPH management, employees, and other County  
13 departments to identify how DPH can be more impactful.
- 14 • Review of current DPH programs to categorize which direct services are managed by  
15 DPH or subcontracted, including annual contract amounts.
- 16 • Facilitation of discussions with DPH management, employees, and other County  
17 departments to identify how DPH can be more aligned with equity, diversity and  
18 inclusion priorities.
- 19 • Facilitation of stakeholder engagement activities to evaluate the community's  
20 perception on DPH's current service delivery, focus and future expectations.  
21 Stakeholders should represent rural, metropolitan, and diverse communities within  
22 Fresno County.
- 23 • Review of required public health mandates, mandate levels, and revenue sources.
- 24 • Identification of public health priority outcomes and actions after research and analysis  
25 is completed.
- 26 • Documentation of this information for current and future planning and budgetary  
27 purposes.
- 28 • Final review and creation of an official document of the Strategic Plan.

29 The Contractor will provide a service plan that includes preliminary timelines for key  
30 activities, implementation and deliverables. The Contractor will review the most recent  
31 information regarding the Fresno County Community Health Improvement Plan [Healthy  
32 Fresno County \(healthyfresnocountydata.org\)](#) and Community Health Needs Assessment  
33 [2020chna.pdf \(fresnostate.edu\)](#) to reference in developing DPH's strategic plan. The  
34 Contractor will also consider DPH's plans to achieve its goal of accreditation through the  
35 National Public Health Accreditation Board within the next few years.

36 Upon completion of DPH's strategic plan, the Contractor will assist each of the seven  
37 DPH divisions with developing their strategic plan that aligns with the department's strategic  
38

## Revised Exhibit A1

1 plan. The Contractor will work with each division to confirm goals and initiatives, develop a  
2 division framework, review each strategic plan, and create an official document of each plan.

3 **Voluntary Rate Range Program:**

4 The Contractor will provide the County with consultation and assistance with the  
5 Voluntary Rate Range Program (VRRP). The Contractor will provide the following services  
6 and any other tasks, as required.

- 7 • Research and investigate to determine the opportunity for the County's participation in  
8 the VRRP.
- 9 • Provide assistance and support to DPH with participation in the VRRP with CalViva,  
10 Anthem, and Kaiser. This work will include the following:
  - 11 ○ Provide initial information and education to DPH regarding participation in the  
12 VRRP process; this may take the form of conference calls and the provision of  
13 written materials. As necessary, the Contractor will work with executive  
14 managers, elected officials, attorneys, and others throughout the VRRP  
15 process.
  - 16 ○ Assist DPH to identify and submit its costs for the provision of plan services to  
17 plan member patients during the reporting year to which the VRRP pertains.  
18 This involves understanding the California Department of Health Care Services  
19 (DHCS) requirements for calculating unreimbursed costs, etc.
  - 20 ○ Provide financial calculations to DPH regarding the dollar amounts involved in  
21 their VRRP at each step of the process.
  - 22 ○ Communicate with DHCS and/or Partnership Health Plan of California  
23 regarding any issue related to the VRRP including but not limited to the VRRP  
24 timelines, document language, etc.
  - 25 ○ Provide DPH with drafts for their approval of any VRRP documents required by  
26 DHCS, including the Health Plan-Provider Agreement and the  
Intergovernmental Agreement with DHCS. These drafts will be based on the  
latest document templates provided by DHCS, modified to include information  
specific to the County Partnership Health Plan of California.
  - 27 ○ Provide instruction and support to DPH regarding the timely execution and  
transmittal of the final signed documents to DHCS.
  - 28 ○ Assist DPH with any issues regarding the wiring of funds to DHCS and the  
payment of the VRRP-funded proceeds by the plan.

29 Perform other activities as required to support the efficient and prompt implementation  
30 of the VRRP.

31 The Contractor's Associate Principal will serve as the project manager and will ensure  
32 timely completion of deliverables, coordinate team activities, and provide consistent  
33 communication with the County. The Contractor's Managing Principal will also be assigned to  
34 this project. Additional HMA staff will provide services for the project as appropriate.

**Revised Exhibit A1 - Scope of Work: Strategic Plan**  
 Proposed Service Plan and Timeline - The Contractor will work with the County to finalize.

Service Plan Activities	Time Frame to Complete - Strategic Plan SOW Year 1						
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
1.1: Establish a Core Team and Steering Committee	X	X					
1.2: Host a Kickoff Meeting and Confirm the Scope and Timeline	X	X					
1.3: Launch the Steering Committee and Set Norms for Interaction		X	X				
1.4: Develop DPH's Purpose, Vision, Mission, and Value Statements			X				
2.1: Review and Summarize DPH Services, Public Health Mandates, and Revenue Sources		X	X				
2.2: Conduct a Needs Assessment and DPH Discussions (includes in-person visits to Fresno County)			X	X	X		
2.3: Summarize Findings and Present Them to DPH				X		X	
3.1: Develop a Communication and Engagement Plan					X		
3.2: Engage Community Stakeholders (includes in-person visits to Fresno County)					X	X	X
3.3: Summarize Findings and Present Them to DPH						X	X
4.1: Facilitate Five Work Groups to Draft the Plan						X	X
4.2: Create the DPH Strategic Plan							X X

Service Plan Activities	Time Frame to Complete - Strategic Plan SOW Year 2						
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
5.1: Develop Aligned Division-Specific Strategic Plans (includes in-person visits to Fresno County)	X	X	X	X	X	X	X
5.2: Map Implementation of Strategic Plan					X	X	X

## Revised Exhibit A1 - Scope of Work: Voluntary Rate Range Program (VRRP)

Service Plan Activities	Time Frame to Complete - VRRP SOW																	
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Dec-26
6.1: Research and investigate to determine the opportunity for the County's participation in the VRRP.	x	x																
6.2: Provide assistance and support to DPH with participation in the VRRP with CalViva, Anthem, and Kaiser.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.1: Provide initial information and education to DPH regarding participation in the VRRP process; this may take the form of conference calls and the provision of written materials. As necessary, HMA will work with executive managers, elected officials, attorneys, and others throughout the VRRP process.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.2: Assist DPH to identify and submit its costs for the provision of plan services to plan member patients during the reporting year to which the VRRP pertains. This involves understanding the California Department of Health Care Services (DHCS) requirements for calculating unreimbursed costs, etc.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.3: Provide financial calculations to DPH regarding the dollar amounts involved in their VRRP at each step of the process.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.4: Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.5: Provide DPH with drafts for their approval of any VRRP documents required by DHCS, including the Health Plan-Provider Agreement and the Intergovernmental Agreement with DHCS. These drafts will be based on the latest document templates provided by DHCS, modified to include information specific to the County Partnership Health Plan of California.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.6: Provide instruction and support to DPH regarding the timely execution and transmittal of the final signed documents to DHCS.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.7: Assist DPH with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	

## Revised Exhibit B1

## Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Revised Exhibit B1. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit B1. The total maximum compensation payable for the entire term of this Agreement shall not exceed Three Hundred Thirty-One Thousand Eight Hundred Forty-Three Dollars (\$331,843).

Revised Exhibit B1 - Strategic Plan Budget Summary

Scope of Work Deliverables	Time Frame to Complete Strategic Plan SOW											Total Cost	
	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	
Development or revision of the DPH Core Purpose, Vision, Mission, and Values statements	X	X	X										\$10,460.00
Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more impactful		X	X	X									\$6,100.00
Review of current DPH programs to categorize which direct services are managed by DPH or subcontracted, including annual contract amounts		X	X	X									\$8,260.00
Facilitation of discussions with DPH management, employees, and other County departments to identify how DPH can be more aligned with equity, diversity and inclusion priorities		X	X	X									\$6,100.00
Facilitation of stakeholder engagement activities to evaluate the community's perception on DPH's current service delivery, focus and future expectations. Stakeholders should represent rural, metropolitan, and diverse communities within Fresno County				X	X	X	X	X					\$34,800.00
Review of required public health mandates, mandate levels, and revenue sources			X	X	X								\$7,220.00
Identification of public health priority outcomes and actions after research and analysis is completed				X	X	X	X	X					\$3,840.00
Documentation of this information for current and future planning and budgetary purposes				X	X	X	X	X					\$8,250.00
Final review and creation of an official document of the Strategic Plan				X	X	X	X	X	X	X	X		\$55,730.00
Activities for the Development of each DPH division's strategic plan (year one):													
1. Facilitation of five (5) work groups to draft strategic plan (year 1)													
2. HMA Core Team Meetings (biweekly 5 hours x 18 weeks) (year 1)													
3. HMA/DPH PM Team Meetings (biweekly .5 hours x 18 weeks) (year 1)													
4. HMA All Team Meeting (bi-monthly .5 hour x 6 months) (year 1)													
Travel labor and expenses	X	X	X	X	X	X	X	X	X	X	X		\$11,117.00
Focus Group Incentives						X	X	X	X	X	X		\$3,200.00
													\$183,002.00
													<b>TOTAL YEAR 1 BUDGET</b>

Revised Exhibit B1 - Strategic Plan Budget Summary

Scope of Work Deliverables	Time Frame to Complete Strategic Plan SOW										Total Cost
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	
Activities for the Development of each DPH division's strategic plan (year two):											
1. HMA Core Team Meetings (Monthly .5 hours x 8 weeks) (year 2)	x	x	x	x	x	x	x	x	x	x	\$13,765.00
2. HMA/DPH PM Team Meetings (Monthly .5 hours x 18 weeks) (year 2)											
Development of each DPH division's strategic plan	x	x	x	x	x	x	x	x	x	x	\$39,960.00
1. Meetings with 4-6 selected staff in each division to develop and map implementation of the Goals and Objectives in Years 1-2 of the Strategic Plan using an operational template.											
2. Provide leadership development and coaching to division leaders on:											
> Leading the implementation of the five key pillars or domains within the Strategic C-Plan (five divisions)						x	x	x	x	x	\$14,000.00
> Supporting and enhancing implementation in the five pillars and domains of the Strategic C-Plan (three divisions)											
3. Assigning staff roles and responsibilities in both leadership and supportive activities.											
Travel labor and expenses	x	x	x	x	x	x	x	x	x	x	\$11,116.00
<b>TOTAL YEAR 2 BUDGET</b>											<b>\$78,841.00</b>

Personnel Detail		Position	Hourly Rate	Description
<b>Principal</b>		\$425.00 - \$465.00	Charles Robbins, Principal, will serve as the project director for this work.	
<b>Associate Principal</b>		\$385.00 - \$425.00	Betsy Uhrman, Associate Principal, will serve as the project manager, as well as strategy and facilitation lead.	
<b>Senior Consultant</b>		\$340.00 - \$375.00	Zippatty Mendoza and Emma Clare, Senior Consultants, are proposed project team members focused on strategy facilitation and data analysis.	
<b>Consultant</b>		\$240.00 - \$265.00	Gabriel Velazquez, Consultant, is the Project Coordinator and interpreter (fluent in Spanish). He will also serve as Stakeholder Engagement Support.	

Travel costs are for four two-night trips from Los Angeles to Fresno.

## Revised Exhibit B1 - VRRP Budget Summary

Scope of Work Deliverables	Time Frame to Complete VRRP SOW											Total Cost					
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26 - Dec-26
6.1: Research and investigate to determine the opportunity for the County's participation in the VRRP.	x	x															\$3,500.00
6.2: Provide assistance and support to DPH with participation in the VRRP with CalViva, Anthem, and Kaiser.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.1: Provide information and education to DPH regarding participation in the VRRP process.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.3: Assist DPH to identify and submit its costs for the provision of plan services.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.4: Provide financial calculations to DPH regarding the dollar amounts involved in their VRRP at each step of the process.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.5: Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$66,500.00
6.2.6: Provide DPH with drafts for their approval of any VRRP documents required by DHCS.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.7: Provide instruction and support to DPH regarding the timely execution and transmittal of the final signed documents to DHCS.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6.2.8: Assist DPH with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan.	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
TOTAL VRRP BUDGET													\$70,000.00				