

**AMENDMENT NO. 4 TO SERVICE AGREEMENT**

This Amendment No. 4 to Service Agreement ("Amendment No. 4") is dated May 6, 2025 and is between MENTAL HEALTH SYSTEMS, INC., dba TURN Behavioral Health Services, a private, Non-Profit, 501 (C) (3) Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. County, through its Department of Behavioral Health (DBH), is a Behavioral Health Plan (BHP) as defined in Title 9 of the California Code of Regulations (C.C.R.), Section 1810.226.

B. On June 20, 2023, the County and the Contractor entered into County Agreement No. 23-284 ("Agreement"), as a qualified agency to operate a recovery-oriented program for Co-Occurring Disorders Full-Service Partnership (FSP) services for adults and older adults with active co-occurring disorders and symptoms (severe mental illness and substance use disorders).

C. On November 7, 2023, the County and the Contractor entered into Amendment No. 23-597 to the Agreement ("Amendment No. 1"), to reflect the correct scope of work and update the rate sheet to include Supplemental/Add On service codes that were previously added by the DBH Director through her authority in Article 25 of the Agreement to accommodate state mandated rate increases.

D. On July 9, 2024, the County and the Contractor entered into Amendment No. 24-369 to the Agreement ("Amendment No. 2"), to increase the specialty mental health services maximum compensation budget amount.

E. On January 28, 2025, the County and the Contractor entered into Amendment No. 25-032 to the Agreement ("Amendment No. 3"), to increase the Mental Health Services Act (MHSA) maximum compensation for housing support funds.

F. The County and Contractor now desire to amend the Agreement to increase the maximum compensation due to an increase in billable services which will allow Contractor to continue to submit billing claims for services rendered and received through the entire fiscal

1 year. The County's costs for Medi-Cal billable services will be offset by reimbursement from the  
2 State.

3 The parties therefore agree as follows:

- 4 1. A portion of Section 4.2 of the Agreement located on page eight (8), beginning on line  
5 twenty-one (21) with the word "The," and ending on page eight (8), line twenty-five (25)  
6 with the word "received," is deleted and replaced with the following:

7 "The maximum compensation payable to the Contractor under this Agreement for the  
8 period of July 1, 2024, through June 30, 2025, for Specialty Mental Health Services is  
9 Three Million, Nine Hundred and Fifty Thousand Dollars and No/100 (\$3,950,000.00),  
10 which is not a guaranteed sum but shall be paid only for services rendered and  
11 received."

- 12 2. A portion of section 4.5 of the Agreement located on page nine (9) lines thirteen (13)  
13 through sixteen (16) are deleted and replaced with the following:

14 **"Total Maximum Compensation.** In no event shall the maximum contract amount for  
15 all the services provided by the Contractor to County under the terms and conditions of  
16 this Agreement be in excess of Eight Million, Seven Hundred Sixty-One Thousand, Six  
17 Hundred Sixty-Six Dollars and No/100 (\$8,761,666.00) during the entire term of this  
18 Agreement."

- 19 3. When both parties have signed this Amendment No. 4, the Agreement, Amendment No.  
20 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 together constitute  
21 the Agreement.

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

- 23 a. The Contractor is duly authorized and empowered to sign and perform its  
24 obligations under this Amendment.  
25 b. The individuals signing this Amendment on behalf of the Contractor are duly  
26 authorized to do so and his or her signature on this Amendment legally binds the  
27 Contractor to the terms of this Agreement.  
28

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

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

8 b. Each electronic signature affixed or attached to this Agreement (1) is deemed  
9 equivalent to a valid original handwritten signature of the person signing this  
10 Agreement for all purposes, including but not limited to evidentiary proof in any  
11 administrative or judicial proceeding, and (2) has the same force and effect as the  
12 valid original handwritten signature of that person.

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

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

20 e. This Agreement is not conditioned upon the parties conducting the transactions  
21 under it by electronic means and either party may sign this Agreement with an  
22 original handwritten signature.

23 7. The Agreement as amended by this Agreement No. 4 is ratified and continued. All  
24 provisions of the Agreement not amended by this Agreement No. 4 remain in full force and  
25 effect. This Agreement no. 4 is effective upon execution.

26 [SIGNATURE PAGE FOLLOWS]  
27  
28

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

2  
3 Mental Health Systems, Inc., dba TURN  
4 Behavioral Health Services

COUNTY OF FRESNO

5  
6 James C. Callaghan Jr.

James C. Callaghan Jr. (Apr 24, 2025 08:49 PDT)

7 James C. Callaghan, Jr., CEO & President

Ernest Buddy Mendes

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

8 **Attest:**

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

10 David Tanner

David Tanner (Apr 11, 2025 10:37 PDT)

11 David Tanner, VP of Corporate Finance

By: Alexandria Vain  
Deputy

12  
13 9465 Farnham Street  
14 San Diego, CA 92123

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16  
17  
18 For accounting use only:

19 Org No.: 56304562  
20 Account No.: 7295  
21 Fund No.: 0001  
22 Subclass No. 10000  
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