

**AMENDMENT I TO AGREEMENT**

THIS AMENDMENT I (hereinafter "Amendment") is made and entered into this 25th day of May, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and each Contractor listed in Revised Exhibit A, "Non-DMC Residential Room and Board Vendor List," attached hereto and by this reference incorporated herein (hereinafter collectively 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.

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 18-693, dated December 11, 2018 (hereinafter "Agreement"), wherein CONTRACTOR agreed to provide room and board for persons receiving residential, residential perinatal, and/or withdrawal management Substance Use Disorder (SUD) treatment services; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That Section Five (5) of the Agreement, beginning on Page Four (4), Line Twenty-three (23) through Page Five (5), Line Eight (8), is deleted in its entirety and replaced with the following:

**"5. COMPENSATION**

A. COMPENSATION - For claims submitted for services rendered under this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for costs associated with the delivery of the Residential, Residential Perinatal, and/or Withdrawal Management services provided by CONTRACTOR in accordance with the room and board rate comprised of cost per filled bed slot, maximum annual compensation as identified in Revised Exhibit "D", attached hereto and by this reference

1 incorporated herein, contingent upon confirmation of funding. The maximum  
2 amount of compensation paid for service performed for the period of January 1,  
3 2019 through June 30, 2019 shall not exceed One Million Seven Hundred  
4 Eighty-Six Thousand Seven Hundred Seventy-Four and No/100 Dollars  
5 (\$1,786,774.00). In no event shall the total compensation for actual service  
6 performed under this Agreement be in excess of Three Million Five Hundred  
7 Seventy-Three Thousand Five Hundred Forty-Eight and No/100 Dollars  
8 (\$3,573,548.00) for each twelve (12) month period from July 1, 2019 to June 30,  
9 2021. For the period of July 1, 2021 through June 30, 2022, in no event shall  
10 services performed under this agreement be in excess of Five Million Seventy-  
11 Three Thousand Five Hundred Forty-Eight and No/100 Dollars (\$5,073,548.00).  
12 The cumulative total of this Agreement shall not be in excess of Fourteen Million  
13 Seven Thousand Four Hundred Eighteen and No/100 Dollars (\$14,007,418).”

14 2. That Section Eleven (11) of the Agreement, beginning on Page Ten (10), Line Eleven  
15 (11) through Page Eleven (11), Line (8), is deleted in its entirety and replaced with the following:

16 “11. **NON/ASSIGNMENT / SUBCONTRACTS**

17 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
18 duties under this Agreement without the prior written consent of the other party.

19 CONTRACTOR shall be required to assume full responsibility for all services and  
20 activities covered by this Agreement, whether or not CONTRACTOR is providing  
21 services directly. Further, CONTRACTOR shall be the sole point of contact with regard  
22 to contractual matters, including payment of any and all charges resulting from this  
23 Agreement.

24 If CONTRACTOR should propose to subcontract with one or more third parties to carry  
25 out a portion of services covered by this Agreement, any such subcontract shall be in  
26 writing and approved as to form and content by COUNTY’s DBH Director or her  
27 designee prior to execution and implementation. COUNTY’s DBH Director or her  
28 designee shall have the right to reject any such proposed subcontract. Any such

1 subcontract together with all activities by or caused by CONTRACTOR shall not require  
2 compensation greater than the total budget contained herein. An executed copy of any  
3 such subcontract shall be received by COUNTY before any implementation and shall  
4 be retained by COUNTY. CONTRACTOR shall be responsible to COUNTY for the  
5 proper performance of any subcontract. Any subcontractor shall be subject to the same  
6 terms and conditions that CONTRACTOR is subject to under this Agreement.

7 It is expressly recognized that CONTRACTOR cannot engage in the practice of  
8 physical health medicine. If any medical services outside of the scope of the  
9 CONTRACTOR's medical director are provided in connection with the services under  
10 this Agreement, such medical services shall be performed by an independent contract  
11 physician. In this instance, the requirements of the Confidential Medical Information Act  
12 (Civil Code 56 et seq.) shall be met. If CONTRACTOR hires an independent contract  
13 physician, CONTRACTOR shall require and ensure that such independent contract  
14 physician carries Professional Liability (Medical Malpractice) Insurance, with limits of  
15 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
16 (\$3,000,000.00) annual aggregate.

17 CONTRACTOR will also ensure that the independent contract physician shall maintain,  
18 at their sole expense, in full force and effect for a period of three (3) years following the  
19 termination of this Agreement, one or more policies of professional liability insurance  
20 with limits of coverage as specified herein."

21 3. That Section Sixteen (16) of the Agreement, beginning on Page Fourteen (14), Line  
22 Eighteen (18) through Page Sixteen (16), Line Twenty (20), is deleted in its entirety and replaced with  
23 the following:

24 "16. **INSURANCE**

25 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or  
26 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and  
27 effect, the following insurance policies or a program of self-insurance, including but not  
28

1 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA)  
2 throughout the term of the Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million  
5 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million  
6 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.  
7 COUNTY may require specific coverages including completed operations,  
8 products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
9 liability or any other liability insurance deemed necessary because of the nature  
10 of this contract.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits of not less than One  
13 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property  
14 damages. Coverage should include any auto used in connection with this  
15 Agreement.

16 C. Professional Liability

17 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
18 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with  
19 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three  
20 Million Dollars (\$3,000,000.00) annual aggregate.

21 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force  
22 and effect for a period of three (3) years following the termination of this  
23 Agreement, one or more policies of professional liability insurance with limits of  
24 coverage as specified herein.

25 D. Worker's Compensation

26 A policy of Worker's Compensation insurance as may be required by the  
27 California Labor Code.

28 E. Molestation

1 Sexual abuse / molestation liability insurance with limits of not less than One  
2 Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars  
3 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per  
4 occurrence basis.

5 F. Cyber Liability

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

17 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
18 insurance naming the County of Fresno, its officers, agents, and employees,  
19 individually and collectively, as additional insured, but only insofar as the operations  
20 under this Agreement are concerned. Such coverage for additional insured shall apply  
21 as primary insurance and any other insurance, or self-insurance, maintained by  
22 COUNTY, its officers, agents and employees shall be excess only and not contributing  
23 with insurance provided under CONTRACTOR's policies herein. This insurance shall  
24 not be cancelled or changed without a minimum of thirty (30) days advance written  
25 notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,  
27 and employees any amounts paid by the policy of worker's compensation insurance  
28 required by this Agreement. CONTRACTOR is solely responsible to obtain any

1 endorsement to such policy that may be necessary to accomplish such waiver of  
2 subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is  
3 effective whether or not CONTRACTOR obtains such an endorsement.

4 Within thirty (30) days from the date CONTRACTOR signs and executes this  
5 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as  
6 stated above for all of the foregoing policies, as required herein, to the assigned analyst  
7 at the County of Fresno, Department of Behavioral Health, Contracts Division – SUD  
8 Services at 3133 N Millbrook Avenue, Fresno, California, 93703, stating that such  
9 insurance coverages have been obtained and are in full force; that the County of  
10 Fresno, its officers, agents and employees will not be responsible for any premiums on  
11 the policies; that for such worker's compensation insurance the CONTRACTOR has  
12 waived its right to recover from the COUNTY, its officers, agents, and employees any  
13 amounts paid under the insurance policy and that waiver does not invalidate the  
14 insurance policy; that such Commercial General Liability insurance names the County  
15 of Fresno, its officers, agents and employees, individually and collectively, as additional  
16 insured, but only insofar as the operations under this Agreement are concerned; that  
17 such coverage for additional insured shall apply as primary insurance and any other  
18 insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
19 employees, shall be excess only and not contributing with insurance provided under  
20 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or  
21 changed without a minimum of thirty (30) days advance, written notice given to  
22 COUNTY.

23 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
24 herein provided, the COUNTY may, in addition to other remedies it may have, suspend  
25 or terminate this Agreement upon the occurrence of such event.

26 All policies shall be issued by admitted insurers licensed to do business in the State of  
27 California, and such insurance shall be purchased from companies possessing a  
28 current A.M. Best, Inc. rating of A FSC VII or better.”

1           4.       That all references in the Agreement to "Exhibit A" shall be changed to read "Revised  
2 Exhibit A", attached hereto and incorporated herein by this reference.

3           5.       That all references in the Agreement to "Exhibit D" shall be changed to read "Revised  
4 Exhibit D", attached hereto and incorporated herein by this reference.

5           6.       The parties agree that this Amendment may be executed by electronic signature as  
6 provided in this section. An "electronic signature" means any symbol or process intended by an  
7 individual signing this Amendment to represent their signature, including but not limited to (1) a digital  
8 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and  
9 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
10 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten  
11 signature of the person signing this Amendment for all purposes, including but not limited to  
12 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as  
13 the valid original handwritten signature of that person. The provisions of this section satisfy the  
14 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act  
15 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital  
16 signature represents that it has undertaken and satisfied the requirements of Government Code  
17 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
18 upon that representation. This Amendment is not conditioned upon the parties conducting the  
19 transactions under it by electronic means and either party may sign this Amendment with an original  
20 handwritten signature.

21           7.       COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
22 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together  
23 shall be considered the Agreement.

24           8.       The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
25 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
26 in full force and effect.

27 ///

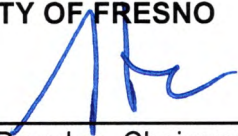
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I as of the day and year first hereinabove written.

**CONTRACTOR**

**COUNTY OF FRESNO**



SEE FOLLOWING SIGNATURE PAGES

\_\_\_\_\_  
Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

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

By: \_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001  
Subclass: 10000  
ORG: 56302081  
Account: 7295/0



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Provider: **BAKERSFIELD RECOVERY SERVICES, INC.**

By 

Print Name: Henry L Pasok

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

Date: 4-26-21

By 

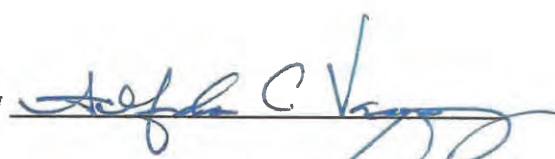
Print Name: William Stocumb

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

Date: 4/26/21

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Provider: FRESNO COUNTY HISPANIC COMMISSION, INC.

By 

Print Name: ALFREDO C. VASQUEZ

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

Date: 4/23/21

By 

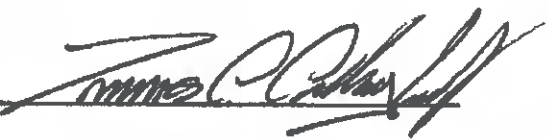
Print Name: Domingo Zapata

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

Date: 4/26/21

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

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By 

**James C. Callaghan, Jr.**

Print Name: \_\_\_\_\_

**President & CEO**

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

Date: 4/28/2021

By Joelle Verbestel  
Joelle Verbestel (Apr 29, 2021 09:05 PDT)

Print Name: Joelle Verbestel

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

Date: Apr 29, 2021

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

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By 

Print Name: Raymond R. Banks

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

Date: 9/6/21

By 

Print Name: Bruce Tyler

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

Date: 9/6/21

1 Provider: WESTCARE CALIFORNIA, INC.

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By Shawn A. Jenkins

Print Name: Shawn A. Jenkins

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

Date: 4/23/2021

Attesting to the authority of the Dept COO  
to execute pursuant to Resolution  
WCCA 2021-01

By Jim Hanna  
WESTCARE

Print Name: Jim Hanna

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

Date: 04/23/2021

**Non-DMC Residential Room and Board Vendor List**

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
Bakersfield Recovery Services (Jason's Retreat) Remit to: PO Box 3218 Bakersfield, CA 93385	(661) 325-1817	501(c)3 Non-Profit Corporation			\$43,300  Reinstated 8/2020	\$43,300
Comprehensive Addiction Program, Inc Remit to: 2445 W. Whitesbridge Road Fresno, Ca 93706	(559) 264-5096	501(c)3 Non-Profit Corporation	\$225,000	\$18,700	\$0	\$0
Fresno County Hispanic Commission Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	(559) 268-6480	501(c)3 Non-Profit Corporation	\$100,000	\$200,000	\$225,000	\$283,089
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$415,000	\$1,265,405	\$1,265,405	\$1,439,794
Turning Point of Central California, Inc. Remit to: P.O. Box 7447 Visalia, Ca 93290	(559) 732-8086	501(c)3 Non-profit Corporation	\$200,000	\$435,000	\$435,000	\$551,709
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	(559) 251-4800	501(c)3 Non-profit Corporation	\$525,000	\$1,325,000	\$1,325,000	\$1,500,726

**Non-DMC Withdrawal Management Room and Board Vendor List**

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
Bakersfield Recovery Services (Jason's Retreat) Remit to: PO Box 3218 Bakersfield, CA 93385	(661) 325-1817	501(c)3 Non-Profit Corporation		\$43,300 Terminated 6/30/2020	See Above	See Above
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$0	See Above	See Above	See Above
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	(559) 251-4800	501(c)3 Non-profit Corporation	\$0	See Above	See Above	See Above

\$1,465,000      \$3,287,405      \$3,293,705      \$3,818,618

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

**Non-DMC Residential/Withdrawal Management Room and Board**

Approved Rates by Modality/Provider

<b>Withdrawal Management</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>
Bakersfield Recovery Services, Inc. - Jason's Retreat		42.34	42.34	42.34
Bakersfield Recovery Services, Inc. - Capistrano			42.34	42.34
Comprehensive Addiction Program	32.07			
Mental Health Systems		68.51	68.51	75.44
WestCare Fresno - Mens	37.74	35.35	40.68	40.68
WestCare Fresno - Perinatal	37.74	35.35	40.68	40.68
WestCare Fresno - Womens	37.74	35.35	40.68	40.68
<b>Residential 3.1</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>
Bakersfield Recovery Services, Inc. - Jason's Retreat				
Comprehensive Addiction Program	32.07			
Fresno County Hispanic Commission	44.88	44.88	73.80	64.63
Mental Health Systems	68.51	68.51	68.51	
Mental Health Systems - Perinatal				80.18
Mental Health Systems - Womens				80.17
Turning Point - Quest House	72.35	72.35	75.58	75.58
Turning Point Visalia			43.25	43.25
WestCare - Bakersfield			29.76	29.76
WestCare Fresno - Mens	35.35	35.35	29.76	28.44
WestCare Fresno - Perinatal	37.74	37.74	36.60	38.96
WestCare Fresno - Womens	36.81	36.81	30.67	31.08
<b>Residential 3.5</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>
Bakersfield Recovery Services, Inc. - Jason's Retreat			-	
Mental Health Systems	68.51	68.51	68.51	
Mental Health Systems - Perinatal				80.22
Mental Health Systems - Womens				80.22
Turning Point - Quest House	78.61	78.61	75.58	75.58
WestCare - Bakersfield	-		32.20	32.20
WestCare Fresno - Mens	35.15	35.15	32.20	35.62
WestCare Fresno - Perinatal	37.03	37.03	53.22	47.06
WestCare Fresno - Womens	36.81	36.81	41.91	41.91