

1 **AMENDMENT II TO AGREEMENT**

2 THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this
3 _____ day of _____, 2024, by and between the **COUNTY OF FRESNO**, a Political
4 Subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTAL HEALTH**
5 **SYSTEMS, INC., dba TURN BEHAVIORAL HEALTH SERVICES**, a private Non-profit 501(c)(3)
6 corporation, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

7 **Recitals**

8 WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement
9 No. 23-284, effective July 1, 2023, as amended by COUNTY Amendment 23-597 effective November
10 7, 2023, hereinafter referred to together as "Agreement", whereby CONTRACTOR agreed to operate
11 a recovery-oriented program for Co-Occurring Disorders Full-Service Partnership services for adults
12 and older adults with active co-occurring disorders and symptoms (severe mental illness and
13 substance use disorders).

14 WHEREAS, CONTRACTOR has been providing more billable services than expected and the
15 parties have agreed to increase the maximum compensation to allow CONTRACTOR to increase
16 their Medi-Cal billing.

17 WHEREAS the parties now desire to amend the Agreement regarding changes as stated
18 below.

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

21 1. That section 4.2 of the agreement located at page eight (8), line seventeen (17)
22 beginning with the word "The", and ending on page eight (8), line twenty-five (25) with the word
23 "received" be deleted and the following inserted in its place:

24 "The maximum compensation payable to the CONTRACTOR under this Agreement for
25 the period of July 1, 2023 through June 30, 2024 for Specialty Mental Health Services is Three Million
26 Two Hundred Thousand and No/100 (\$3,200,000.00), which is not a guaranteed sum but shall be paid
27 only for services rendered and received. The maximum compensation payable to the CONTRACTOR
28 under this Agreement for the period of July 1, 2024 through June 30, 2025 for Specialty Mental Health

1 Services is Three Million Two Hundred Thousand and No/100 (\$3,200,000.00), which is not a
2 guaranteed sum but shall be paid only for services rendered and received.”

3 2. That the existing COUNTY Agreement No. 18-686, section 4.4 located at page nine (9),
4 Line thirteen (13) beginning with the word “In”, and ending on page nine (9), line sixteen (16) with the
5 word “Agreement” be deleted and the following inserted in its place:

6 “In no event shall the maximum contract amount for all the services provided by the
7 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Seven
8 Million Nine Hundred Eighty-One Thousand Eight Hundred Ninety-Two and No/100 (\$7,981,892.00)
9 during the entire term of this Agreement.”

10 3. When both parties have signed this Amendment II, the Agreement, Amendment I, and
11 this Amendment II together constitute the Agreement.

12 4. Except as otherwise provided in this Amendment, all other provisions of the Agreement
13 remain unchanged and in full force and effect. This Amendment shall be retroactive to April 1, 2024.

14 *[SIGNATURE PAGE FOLLOWS]*

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement
2 as of the day and year first hereinabove written.

3 The parties are signing this Agreement on the date stated in the introductory clause.
4

5
6 MENTAL HEALTH SYSTEMS, INC.dba
7 TURN BEHAVIORAL HEALTH SERVICES

COUNTY OF FRESNO

8 
9 Jim Callaghan (Jan 21, 2024 09:34 PDT)

Chairman of Board, or President

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

10 9465 Farnham Street
11 San Diego, CA 92123

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

12
13 By: _____
14 Deputy

15 For accounting use only:

16 Org No.: 56304562
17 Account No.: 7295
18 Fund No.: 0001
19 Subclass No.: 10000
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