AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated _____ and is between Public Works Alliance, a California 501(c)(3) non-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On February 20, 2024, the County and the Contractor entered into an "Agreement for Organizational Consulting and Training Services" which is County agreement number 24-090 ("Agreement"), for organizational consultation, technical assistance and training services for the County Department of Social Services ("DSS")

B. The County later identified a need to retain contractors services for additional time and to include additional areas of work.

C. The County and the Contractor now desire to amend the Agreement to extend the term, modify compensation, and provide for additional services from Contractor.

The parties therefore agree as follows:

1. Section 4.1 "Total Maximum Compensation" of the Agreement located at page three , beginning at line 18 is deleted in its entirety and replaced with the following:

> "4.1 Total Maximum Compensation. For actual services provided pursuant to the terms of this Agreement, County agrees to pay Contractor and Contractor agrees to receive compensation in accordance with Revised Exhibit B, Budget Summary.
>
> In no event shall compensation paid for services performed under this Agreement be in excess of One Million, Fifty Thousand and No/100 dollars ($1,050,000.00) during the term of this Agreement.
>
> It is understood that all expenses incidental to Contractor's performance of services under this Agreement shall be borne by Contractor. If Contractor should fail to comply with any provision of the Agreement, County shall be relieved of its obligation for further compensation. Any compensation which is not expended by

Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to County.

Contractor acknowledges that County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. Contractor further acknowledges that County's employees have no authority to pay Contractor except as expressly provided in this Agreement.

The services provided by the Contractor under this Agreement are funded in whole or in part by the State of California, the United States Federal government, and other collaborative partners. In the event that funding for these services is delayed by the State Controller, the Federal government, or other collaborative partners, County may defer payment to Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed to the County. The period of time of the deferral by County shall not exceed the period of time of the State Controller's or Federal government's delay of payment to County plus forty-five (45) days.

2. Section 5.1 "Term" of the Agreement located at page seven, beginning at line 11 is deleted in its entirety and replaced with the following:

"5.1 **Term.** This Agreement shall be effective upon execution through March 31, 2027 except as provided in section 5.2, "Extension", or Article 7, "Termination and Suspension", below.

5.2 **Extension.** The term of this Agreement may be extended for no more than two, six-month periods only upon written approval of both parties at least 30 days before the first day of the next six-month extension period. The County's DSS Director or his or her designee is authorized to sign the written approval on

behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County."

3. All references in the Agreement to "Exhibit A" shall be deemed references to "Revised Exhibit A", which is attached and incorporated by this reference.

4. All references in the Agreement to "Exhibit B" shall be deemed references to "Revised Exhibit B", which is attached and incorporated by this reference.

5. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together constitute the Agreement.

6. The Contractor represents and warrants to the County that:

   a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

   b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

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

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

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

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

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

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

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

9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[*SIGNATURE PAGE FOLLOWS*]

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

Public Works Alliance

Jen Irish, Director of Operations

801 Cold Springs Road
Santa Barbara, CA 93108

COUNTY OF FRESNO

Garry Bredefeld, 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:

Org No.: 56107001
Account No.:7295
Fund No.:0001
Subclass No.:10000

Summary of Services

Purpose: Support Fresno County in developing an integrated system of supports and services for children, youth, and families at all levels of engagement with the public child welfare system, including upstream prevention services, intensive evidence-based family services, and tailored services for children in care. The programs of focus in this scope of work are Medi-Cal Managed Care, Specialty Mental Health, and child welfare services including FFPSA.

Following each section of the summary are primary written deliverables. Public Works Alliance (PWA) and SCP will provide ongoing technical assistance and consultation to support the implementation of all plans and recommendations advanced by the County and will detail services provided in quarterly written reports.

Analysis and Planning

Planning and Preparation:

Convene interagency teams to level set on opportunities and priorities and develop a shared vision of systems transformation. Provide presentation, training, and materials as necessary to equalize knowledge and establish consensus.

Medi-Cal/Managed Care:

1. Provide Technical Assistance in support of negotiating memoranda of understanding (MOUs) with managed care plans and all County Partner stakeholders (Social Services/ Public Health/ Behavioral Health/ Probation/ Sheriff) when appropriate.
2. Analyze and plan the optimization of Medi-Cal eligibility and enrollment for children and parents.
3. Assess the pros and cons of fee-for-service and Managed Care delivery systems, including examples of best practices managed care plans deploy in California and elsewhere, and assess feasibility in Fresno County.
4. Conduct a clinical, financial, and administrative opportunity analysis of the benefits available through managed care:
    a. Enhanced Care Management and Community Supports
    b. Outpatient therapy, medication management, etc.
2. Develop implementation models and provide technical assistance for maximizing Medi-Cal funding, including by leveraging reforms to non-specialty mental health benefits (e.g., dyadic benefit, family therapy, and enhanced care management) and the specialty mental health delivery system (e.g., changes to the access criteria and expansion of wraparound) to strengthen and integrate the continuum of prevention services.

Primary Deliverables:

1. MCO MOU drafts, analysis, and recommendations
    a. Estimated delivery date: February 2024
2. Written analysis and recommendations to optimize Medi-Cal Managed Care
    a. Estimated delivery date: November 2024

Child Welfare: CPP Implementation, Prevention Funding Streams, and Wraparound:

1. Review current CPP, map concurrent initiatives and priorities, identify programmatic and fiscal opportunities and challenges, revise plan as needed.
    a. Facilitate assessment and decision-making regarding Community Pathway option under FFPSA.
        i. Support implementation and integration with other existing programs including differential response.
        ii. Develop financing models and administrative approach.
    b. Develop strategies – including sustainable fiscal models – for expanding the availability of evidence-based programs (EBPs) that can address identified target candidate populations and community needs and advance short and long-term goals and objectives.
    c. Support preparation for, and rollout of, the 11 identified CPP services over a three-year period.
2. Assess current and potential use of Wraparound
    a. Determine potential expansion population under new eligibility criteria and benefit design.
    b. Consolidate analysis of current Wraparound contracts and determine changes necessary to leverage opportunities and optimize utilization.
    c. Determine potential role of new provider classes and how to integrate into contracted service model.
    d. Determine necessary changes to administration, including eligibility and enrollment, implementation standards and monitoring, and reimbursement.

Primary Deliverables:

1. Written memo on analysis of CPP, recommendations including proposed revisions/additions
    a. Estimated delivery date: May 2024
2. Written memo on Community Pathway: analysis, recommendations, success factors
    a. Estimated delivery date: May 2024
3. Written plan to finance and administer the expansion of EBPs included in the CPP
    a. Estimated delivery date: August 2024
4. Written plan to expand and improve the use of Wraparound
    a. Estimated delivery date: February 2025

Training

1. Support development and implementation of training programs and capacity building strategies for county staff to ensure they have the knowledge and skills necessary to

implement the CPP and optimize opportunities under Medi-Cal. Topics will include the following:
    a. the architecture of Medicaid
    b. the nexus of Medi-Cal and Child Welfare
    c. opportunities under CalAIM/CYBHI
    d. CPP implementation
    e. Leveraging Education partners architecture
    f. Leveraging existing and/or building Medicaid billing capacity
2. Support the development of curricula and structures to train and supervise the prevention services workforce.

Primary Deliverables

1. PPT decks and supporting materials.
    a. Estimated delivery date: August 2024
2. Trainings for key staff delivered remotely and/or in-person.
    a. Ongoing during the term, as negotiated with DSS

Administration and Compliance

1. Support negotiation and the establishment of collaborative structures with partner agencies, including Behavioral Health, Public Health, and Education.
2. Ensure state and federal CPP compliance, including rules and regulations related to eligibility determination, claiming, evidence-based program model fidelity, payor of last resort implementation, workforce training and support, reporting and outcomes tracking, and the working relationship between the public agency and contractors.
3. Support the development of Continuous Quality Improvement (CQI) systems and outcomes tracking processes, including a system for tracking and reporting on the outcomes required under FFPSA, including prevention expenditures, duration of service delivery, placement status and rates of entry into foster care.

Primary Deliverables

1. Written plan to ensure state and federal CPP compliance
    a. Estimated delivery date: November 2024
2. Written plan to establish CQI systems and tracking processes
    a. Estimated delivery date: May 2025

Revenue Maximization

1. Conduct an opportunity Analysis of CMAA vs IV-E claiming.
2. Develop a sustainable individualized strategy for leveraging state and federal funds and maximizing revenue to support the implementation of the CPP and related priorities, including Wraparound and community-based services.

Primary Deliverables

1. Written plan to maximize federal revenue and sustainably finance CPP implementation and related priorities
    a. Estimated delivery date: August 2025

Network Capacity Building

1. Drive consensus around referral processes and funding sources that streamline workflows, address key barriers and simplify how families connect to services.
2. Develop an analysis and recommendations on strategies to leverage new provider classes in the system and other opportunities under Cal-AIM
3. Conduct an analysis of current contracts and provider networks to identify areas of alignment, misalignment, and adequacy.
4. Support development of certification criteria for provider participation around desired program models that clarify referral pathways to leverage Medi-Cal, expand evidence-based practices, and help families navigate complex and siloed service systems.
5. Develop a template for performance-based contracts with accountability and transparency around metrics.

Primary Deliverables

1. Written analysis and recommendations for how to leverage new provider classes
    a. Estimated delivery date: February 2025
2. Templates for performance-based contracts
    a. Estimated delivery date: November 2025

<u>Extension Period</u>

Medi-Cal Capacity Building

1. Collaborate with DSS to develop and implement a comprehensive work plan and staffing model to support the transition of the ISFC program to a clinical model.
    a. Align with Medicaid billing requirements to maximize reimbursement opportunities.
2. Partner with DSS to assess current capabilities and develop internal infrastructure to support sustainable Medicaid billing practices.
    a. Provide technical assistance and guidance to enhance staff knowledge and operational readiness for Medi-Cal billing.
3. Conduct a summary analysis of staffing requirements necessary to support effective Medi-Cal billing, including recommendations for roles, qualifications, and resource allocation.
4. Support Implementation and Braiding of Tiered Rate Structure revenues into developed models.
5. Support inter-departmental collaborative efforts necessary for the associated work.

Primary Deliverables

1. Workplan for becoming a Medi-Cal HFW program
2. Workplan for building the required for Medi-Cal SMHS billing/operations support
3. Strategic collaboration in setting up program administration and billing operations

Tiered Rate Structure Strategy and Implementation

1. Support Fresno DSS leadership in developing and refining a comprehensive tool for provider contracting.
2. Provide Strategic Planning support for Fresno DSS' Tiered Rate Structure implementation

Primary Deliverables

1. Policy Updates and Impact Summaries for DSS Leadership
2. Communication tools for DSS to convey Tiered Rate Structure changes and implications to community partners and resource homes.

Comprehensive Prevention Plan

1. Implementation of all administrative procedures (CQI, IV-E community pathway development, training, etc.) required to ensure County readiness to claim IV-E Prevention when CWS-CARES goes live
2. Strategic support to maximize IV-E revenue through embedding Motivational Interviewing into County VFM and DR programs, including updating policies and procedures for VFM and DR programs as needed to align programs with FFPS requirements
3. Support re-submitting CPP to reflect changes to priority population and spending plan

Primary Deliverables

1. Updates to the CPP that reflect changes required for claiming through embedded Motivational Interviewing
2. Updating Policies and Procedures to enable IV-E claiming for Voluntary Family Maintenance and Differential Response

Quarterly and Final Reports

PWA will deliver any additional analysis and recommendations on an ongoing basis and will detail all activities in quarterly written reports.

At the conclusion of the contract term, PWA will provide a summative report on all activities, accomplishments, and deliverables, and will consolidate all additional recommendations.

Budget Summary

PWA will invoice primarily on a quarterly basis as follows:

Anticipated Invoice Month	Focus Area	Deliverable	Payment
February, 2024	MCMC	MCO MOU drafts, analysis, and recommendations	$ 50,000
May, 2024	FFPSA	CPP Analysis and Recommendations	$ 100,000
	FFPSA	Community Pathway analysis and recommendations	
August, 2024	MCMC	Training materials as detailed in SOW	$ 75,000
	FFPSA	CPP EBPs expansion plan	
November, 2024	MCMC	Optimizing MCMC - report and recommendations	$ 75,000
	FFPSA	CPP compliance plan	
February, 2025	BOTH	Wraparound expansion plan	$ 75,000
	MCMC	New provider class analysis and recommendations	
May, 2025	FFPSA	CPP CQI recommendations	$ 75,000
	BOTH	Quarterly report on Training & TA provided	
August, 2025	FFPSA	CPP revenue maximization & financial sustainability plan	$ 75,000
	BOTH	Quarterly report on Training & TA provided	

November, 2025	BOTH	Templates for performance-based contracts	$ 75,000
	BOTH	Quarterly report on Training & TA provided	
February 2026	BOTH	Mid-Contract Final Support and Workplans for 2026	$50,000
May, 2026	ISFC	HFW Program Workplan	$100,000
June/July, 2026	ISFC	SMHS Billing and Operations Support Plan	$75,000
	CPP	CPP Updates for Embedding MI	
	TRS	Communication Tools for Community Providers	
September, 2026	ISFC	Quarterly Report on TA Provided	$75,000
	TRS	Report on Provided Policy Updates and Impact Summaries	
December, 2026	ISFC	Quarterly Report on TA Provided	$100,000
	CPP	Report on TA with updates to Policies and Procedures enabling IV-E Claiming for VFM, DR, and Community Pathway	
February, 2027	ALL	Final report and recommendations	$ 50,000
		TOTAL	**$ 1,050,000**