

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

2 This Amendment No. 1 to Master Service Agreement 23-282 ("Amendment No. 1") is
3 dated _____ and is between each Contractor ("Contractor") listed in Exhibit A,
4 "List of Contractors", and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. On June 20, 2023, the County and the Contractor(s) entered into Agreement No. 23-282
8 ("Agreement"), for the provision of outpatient specialty mental health, court-specific, and
9 community-based support services for children and youth involved in the Child Welfare Services
10 (CWS) system. The agreement combined and superseded Agreement Nos. 19-277 and 19-277-
11 1.

12 B. The County and the Contractor(s) now desire to amend the Agreement to extend the
13 term for an additional three (3) month base and optional three (3) month renewal term and
14 increasing the maximum compensation by Eleven Million, Seven Hundred Ninety-One
15 Thousand, Six Hundred Eighteen and No/100 Dollars (\$11,791,618.00).

16 The parties therefore agree as follows:

17 1. **Term.** This Amendment extends the term of the Agreement through September 30,
18 2025. The term of this Agreement may be extended for no more than one three-month period
19 only upon written approval of both parties at least thirty (30) days before the first day of the
20 three-month extension period. The County's DBH Director, or designee, is authorized to sign the
21 written approval on behalf of the County based on the Contractor(s)'s satisfactory performance.
22 The extension of this Agreement by the County is not a waiver or compromise of any default or
23 breach of this Agreement by the Contractor(s) existing at the time of the extension whether or
24 not known to the County.

25 2. Section 4.2 of the Agreement, beginning on Page 8, Line 17, is amended to add the
26 following:

27 "The maximum compensation payable to the Contractor(s) under this Agreement
28 for the period of July 1, 2025 through September 30, 2025 for Specialty Mental

Health Services is Five Million Five Hundred Eighty-Three Thousand Two Hundred Thirty-Four and No/100 Dollars (\$5,583,234.00), which is not a guaranteed sum but shall be paid only for services rendered and received. The maximum compensation payable to the Contractor(s) under this Agreement for the period of October 1, 2025 through December 31, 2025 for Specialty Mental Health Services is Five Million Five Hundred Eighty-Three Thousand Two Hundred Thirty-Four and No/100 Dollars (\$5,583,234.00), which is not a guaranteed sum but shall be paid only for services rendered and received.”

3. Section 4.3 of the Agreement, beginning on Page 8, Line 26, is amended to add the following:

“The maximum compensation payable to the Contractor(s) under this Agreement for the period of July 1, 2025 through September 30, 2025 for Non-Medi-Cal Supports is Three Hundred Twelve Thousand Five Hundred Seventy-Five and No/100 Dollars (\$312,575.00), which is not a guaranteed sum but shall be paid only for services rendered and received. The maximum compensation payable to the Contractor(s) under this Agreement for the period of October 1, 2025 through December 31, 2025 for Non-Medi-Cal Supports is Three Hundred Twelve Thousand Five Hundred Seventy-Five and No/100 Dollars (\$312,575.00), which is not a guaranteed sum but shall be paid only for services rendered and received.”

4. Section 4.5 of the Agreement, beginning on Page 9, Lines 6 through 18 is deleted in its entirety and replaced with the following:

“4.5 Total Maximum Compensation. In no event shall the maximum contract amount for all the services provided by the Contractor(s) to County under the terms and conditions of this Agreement be in excess of Sixty Million, Seven Hundred Ninety-One Thousand, Six Hundred Eighteen and No/100 Dollars (\$60,791,618.00) during the entire term of this Agreement. The Contractor(s) acknowledges that the County is a local government entity and does so with

1 notice that the County's powers are limited by the California Constitution and by
2 State law, and with notice that the Contractor(s) may receive compensation
3 under this Agreement only for services performed according to the terms of this
4 Agreement and while this Agreement is in effect, and subject to the maximum
5 amount payable under this section. The Contractor(s) further acknowledges that
6 the County employees have no authority to pay the Contractor(s) except as
7 expressly provided in this Agreement.

8 The Contractor(s) will be compensated for performance of its services under this
9 Agreement as provided in this Article. The Contractor(s) is not entitled to any
10 compensation except as expressly provided in this Agreement."

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

13 6. The Contractor(s) represents and warrants to the County that:

- 14 a. The Contractor(s) is duly authorized and empowered to sign and perform its
15 obligations under this Amendment.
- 16 b. The individual signing this Amendment on behalf of the Contractor(s) is duly
17 authorized to do so and his or her signature on this Amendment legally binds the
18 Contractor(s) to the terms of this Amendment.

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

- 21 a. An "electronic signature" means any symbol or process intended by an individual
22 signing this Amendment to represent their signature, including but not limited to (1) a
23 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
24 electronically scanned and transmitted (for example by PDF document) version of an
25 original handwritten signature.
- 26 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
27 equivalent to a valid original handwritten signature of the person signing this
28 Amendment for all purposes, including but not limited to evidentiary proof in any

1 administrative or judicial proceeding, and (2) has the same force and effect as the
2 valid original handwritten signature of that person.

3 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
5 2, Title 2.5, beginning with section 1633.1).

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

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

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

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

17 [SIGNATURE PAGE FOLLOWS]-
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CONTRACTOR

COUNTY OF FRESNO

4 See Following Signature Pages

5
6 Ernest Buddy Mendes, Chairman of the Board
7 of Supervisors of the County of Fresno

8 **Attest:**

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

10 By: _____
11 Deputy

12 For accounting use only:

13 Org No.: 56307003
56307007
14 56307010
56307011

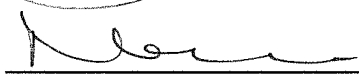
15 Account No.: 7295
Fund No.: 0001
16 Subclass No.: 10000

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California Psychological Institute, Inc.



Paul Owhadi, CEO



Michelle Zavala, Administrative Director

1470 W. Herndon, Suite 300
Fresno, CA 93711

Please see additional
signature pages attached

Central Star Behavioral Health, Inc.

Kent Dunlap

Kent Dunlap, President and CEO

Olivia Aranda

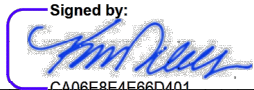
Olivia Aranda, Vice President and CFO

1501 Hughes Way, Suite 150
Long Beach, CA 90810

Please see additional
signature pages attached

Pacific Clinics

Signed by:



CA06E9E4E66D401...

Kim Wells, Chief Legal Officer

499 Loma Alta Ave.
Los Gatos, CA 95030

Please see additional
signature pages attached

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Turning Point of Central California, Inc.



Ryan Banks, CEO



Bruce Tyler, CFO

615 South Atwood Street
Visalia, CA 93277