

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated November 7, 2023 and is between Central Star Behavioral Health, Inc. a for-profit organization ("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 in need of a qualified agency to operate its sixteen (16) bed acute inpatient psychiatric health facility (PHF) to provide inpatient psychiatric services to adolescent youth, twelve (12) years up to eighteen (18) years of age, who may be admitted on a voluntary or involuntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, indigent /uninsured consumers, and juvenile inmates who are referred by DBH, a contract provider with the DBH, or hospital emergency room, other County departments and other agencies.

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

C. Contractor has the necessary certification, licensure and permits from the Department of Health Care Services (DHCS) and the U.S. Drug Enforcement Administration (DEA) and is qualified and willing to operate said PHF pursuant to the terms and conditions of this Agreement.

D. County entered into Agreement No. 20-238 with Contractor on June 23, 2020 to operate the Adolescent Youth Psychiatric Health Facility. Agreement No. 20-238 was amended by an emergency amendment to address a power outage signed by the County Administrative Officer and Contractor, and later ratified by the Fresno County Board of Supervisors on July 12, 2022.

E. Agreement No. 20-238 expired when written approval to extend Agreement No. 20-238, as amended, according to the terms of the agreement, was not completed timely. Contractor is qualified and willing to continue providing these services pursuant to the terms and conditions of this Agreement.

F. The parties desire to execute this Agreement effective retroactive to June 1, 2023, to evidence the intent and actions of the parties for an agreement of Adolescent Youth Psychiatric

1 Health Facility services, based on the terms and conditions of Agreement No. 20-238, as
2 amended.

3 The parties therefore agree as follows:

4 1. **Original Agreement.** Notwithstanding anything to the contrary in Agreement No.
5 20-238, as amended, Agreement No. 20-238 is incorporated herein as though its terms and
6 conditions are fully set forth below, and together with the terms and conditions set forth below,
7 constitute the entire agreement and understanding between Contractor and County concerning
8 the subject matter hereof for the term hereof, and supersede all previous negotiations,
9 proposals, commitments, writings, advertisements, publications, and understandings of any
10 nature whatsoever unless expressly included in and modified by this Agreement.

11 2. **Term.** This Agreement is effective retroactive to July 1, 2023, and terminates on
12 June 30, 2024. This Agreement, subject to satisfactory outcomes performance and subject to
13 adequate funding each year, may be extended for one (1) additional twelve (12) month period
14 upon the written approval of both parties not later than sixty (60) days prior to the close of the
15 then current Agreement term. The County's DBH Director, or designee, is authorized to execute
16 such written approval on behalf of County based on Contractor's satisfactory outcomes
17 performance.

18 3. **Electronic Signatures.** The parties agree that this Agreement may be executed
19 by electronic signature as provided in this section.

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

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28

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

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

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

10 (E) This Agreement is not conditioned upon the parties conducting the transactions
11 under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 4. **Counterparts.** This Agreement may be signed in counterparts, each of which is
14 an original, and all of which together constitute this Agreement.

15 5. Because this Agreement is effective retroactive to June 1, 2023, any services
16 that have been performed, and for which compensation or reimbursement of expenses has
17 been paid, prior to the execution of this Agreement are hereby approved and ratified by the
18 parties. Except as modified herein, the terms and conditions of Agreement No. 20-238, as
19 amended, are ratified and restated herein in full, and all remaining terms and conditions
20 contained in Agreement No. 20-238, as amended, that are not modified herein, shall remain in
21 full force and effect during the term of this Agreement.

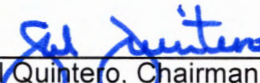
22 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Central Star Behavioral Health, Inc.


County of Fresno

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6 Sal Quintero, Chairman of the Board of
7 Supervisors of the County of Fresno

8
9 Kent Dunlap,
10 President and Chief Executive Officer

11 **Attest:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15
16 

17 By: 
18 Deputy

19 Olivia Aranda,
20 Vice President and Chief Financial Officer

21 Mailing Address:
22 1501 Hughes Way, Suite 150
23 Long Beach, CA, 90810
24 Phone #: (310) 221-6336 ext. 125
25 Contact: Kent Dunlap

26 For accounting use only:

27 Org No.: 56302081
28 Account No.: 7295/0
Fund No.: 0001
Subclass No.: 10000