

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this 7th day of July, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR listed in Exhibit A "List of Contractors", attached hereto and by this reference incorporated herein, and collectively hereafter referred to as "CONTRACTORS", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added by the COUNTY. Reference in this Amendment to "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR, unless otherwise specified.

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-418, effective the 7th day of August 2018, hereinafter referred to as "Agreement", whereby CONTRACTOR(S) agreed to provide specialty mental health services to Fresno County youth and non-minor dependents in the foster care system who are placed within their Short-Term Residential Therapeutic Program (STRTP) whether residing within Fresno County, outside of Fresno County, or outside of the State of California; and

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

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

1. That the existing COUNTY Agreement No. A-18-418, Page Six (6), beginning with Line Five (5, with the number "4." and ending on Page Seven (7), Line Eighteen (18), with the word "combined" be deleted and the following inserted in its place:

"4. COMPENSATION

COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agrees to receive compensation based on rates per service modality. Said specialty mental health services and their corresponding rates shall be referenced within each CONTRACTOR(S)' respective Rate Sheets, as represented in Exhibit D-1, *et. seq.*

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1 Compensation by COUNTY to CONTRACTOR(S) for placement is not provided
2 for under this Agreement.

3 A. Annual Contract Amounts

4 For Fiscal Year (FY) July 1, 2018 through June 30, 2019, in no event
5 shall the maximum compensation amount under this Agreement exceed Nine Hundred Thousand and
6 No/100 Dollars (\$900,000.00) for all CONTRACTOR(S) combined.

7 For FY July 1, 2019 through June 30, 2020, in no event shall the
8 maximum compensation amount under this Agreement exceed One Million, Nine Hundred Thousand,
9 and No/100 Dollars (\$1,900,000.00) for all CONTRACTOR(S) combined.

10 For FY July 1, 2020 through June 30, 2021, in no event shall the
11 maximum compensation amount under this Agreement exceed Fifteen Million and No/100 Dollars
12 (\$15,000,000.00) for all CONTRACTOR(S) combined.

13 If this Agreement is extended for an additional twelve (12) month
14 renewal period for FY July 1, 2021 through June 30, 2022, in no event shall the maximum
15 compensation amount under this Agreement exceed Fifteen Million and No/100 Dollars
16 (\$15,000,000.00) for all CONTRACTOR(S) combined.

17 If this Agreement is extended for an additional twelve (12) month
18 renewal period for FY July 1, 2022 through June 30, 2023, in no event shall the maximum
19 compensation amount under this Agreement exceed Fifteen Million and No/100 Dollars
20 (\$15,000,000.00) for all CONTRACTOR(S) combined.

21 The maximum amounts paid to each CONTRACTOR(S) identified in this
22 Agreement shall be as stated in the individual CONTRACTOR(S)'s "Summary of Services"
23 documents approved by the COUNTY's DBH Director, or his or her designee, as attached in Exhibits
24 B-1 *et. seq.*

25 B. Maximum Compensation Amounts

26 In no event shall the total maximum compensation amount under this
27 Agreement for FY 2018-19, FY 2019-20, and FY 2020-21 combined exceed Seventeen Million Eight
28 Hundred Thousand and No/100 Dollars (\$17,800,000.00) for all CONTRACTOR(S) combined.

1 If performance standards are met and this Agreement is extended for an
2 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the
3 total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-
4 21, and FY 2021-2022 exceed Thirty-Two Million Eight Hundred Thousand and No/100 Dollars
5 (\$32,800,000.00) for all CONTRACTOR(S) combined.

6 If performance standards are met and this Agreement is extended for an
7 additional twelve (12) month term pursuant to Section 3, TERM, herein, then in no event shall the
8 total maximum compensation amount under this Agreement for FY 2018-19, FY 2019-20, FY 2020-
9 21, FY 2021-2022, and FY 2022-2023 exceed Forty-Seven Million Eight Hundred Thousand and
10 No/100 Dollars (\$47,800,000.00) for all CONTRACTOR(S) combined.

11 2. Except as otherwise provided in this Amendment I, all other provisions of the
12 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
13 retroactive to May 1, 2020.

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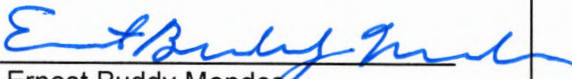
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

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4 COUNTY OF FRESNO:

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6 By 
7 Ernest Buddy Mendes,
8 Chairman of the Board of Supervisors
9 of the County of Fresno

10 Date: 7-7-2020

11 ATTEST:

12 Bernice E. Seidel, Deputy
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By 

16 Date: 7-7-2020

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20 Fund/Subclass: 0001/10000
21 Organization: 5630
22 Account #: 7295/0

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1 CONTRACTOR:
2 PROMESA BEHAVIORAL HEALTH

3
4 By Michael Der Manuel

5
6 Print Name: MICHAEL DER MANOUEL

7 Title: PRESIDENT
8 Chairman of the Board, or
9 President, or any Vice President

10
11 By [Signature]

12 Print Name: ERLON ZUNIGA

13
14 Title: FINANCE DIRECTOR
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

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**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

21 Mailing Address:
22 7120 N. Marks Avenue, Suite 100
23 Fresno, CA 93711
24 Phone No.: (559) 439-5437
25 Contact: Lisa Weigant, Chief Executive Officer

1 **CONTRACTOR:**
2 **CORE CONDITIONS, INC.**

3
4 By _____

5
6 Print Name: _____

7 Title: _____
8 Chairman of the Board, or
9 President, or any Vice President

10
11 By _____

12 Print Name: _____

13
14 Title: _____
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19
20
21 **PLEASE SEE ADDITIONAL**
22 **SIGNATURE PAGE ATTACHED**

23 Mailing Address:
24 4460 W. Shaw Ave. #595
25 Fresno, CA 93722
26 Phone No.: (559) 261-5083
27 Contact: Curtis Donovan, Executive Officer
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**CONTRACTOR:
DN ASSOCIATES**

By _____

Print Name: _____

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

By _____

Print Name: _____

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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

Mailing Address:
4460 W. Shaw Ave. #595
Fresno, CA 93722
Phone No.: (559) 261-5083
Contact: Curtis Donovan, Executive Officer

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**CONTRACTOR:
DEVEREUX ADVANCED BEHAVIORAL HEALTH**

By _____

Print Name: _____

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

By _____

Print Name: _____

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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

Mailing Address:
T.G. Lee Blvd. Suite 400
Orlando, FL 32825
Phone No.: (866) 440-0613
Contact: Paul D. Green

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**CONTRACTOR:
TURNING POINT FAMILY CARE**

By 

Print Name: Adam Milne

Title: Owner - Vice President
Chairman of the Board, or
President, or any Vice President

By _____

Print Name: _____

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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

Mailing Address:
121 North 1550 West
Cedar City, UT 84720
Phone No.: (435) 867-8168
Contact: Joe Kealamakia

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CONTRACTOR:
2ND HOME INCORPORATED

By *Barbara Wheeler*

Print Name: Barbara Wheeler

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

By *Kelly Martin*

Print Name: Kelly Martin

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

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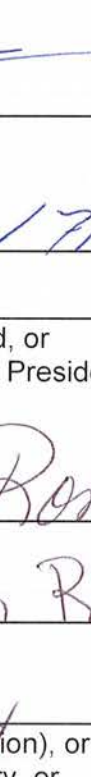
Mailing Address:
1187 N. Willow Ave. Ste 103 #22
Clovis, CA 93611
Phone No.: (559) 790-2271
Contact: Jennifer Fish, Director

1 **CONTRACTOR:**
2 **QUALITY FAMILY SERVICES**

3
4 By 

5
6 Print Name: Cornel Flicker

7 Title: President
8 Chairman of the Board, or
9 President, or any Vice President

10 By 

11
12 Print Name: Marian Romero

13
14 Title: Secretary
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19
20
21 **PLEASE SEE ADDITIONAL
22 SIGNATURE PAGE ATTACHED**

23 Mailing Address:
24 4928 E. Clinton Way, Suite 108
25 Fresno, CA 93727
26 Phone No.: (559) 252-6844, ext. 222
27 Contact: D. Mae Johnson, Chief Executive Officer
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