

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this 28th day of April, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **TURNING POINT OF CENTRAL CALIFORNIA, INC.**, a private, non-profit, 501 (c) (3), corporation, whose address is P.O. Box 7447, Visalia, CA 93290, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-327, effective July 1, 2018, hereinafter referred to as "Agreement", whereby CONTRACTOR agreed to operate a Rural Full Service Partnership (FSP) program, an Intensive Case Management (ICM) program, and an Outpatient (OP) mental health program for children, adult and older adults who have serious emotional disturbance and/or serious and persistent mental illness in Pinedale, Sanger, Reedley, Selma, Kerman, and Coalinga and other rural sites as may be needed; 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-18-327, Page Ten (10), beginning with Paragraph Four (4), Line Twenty-Seven (27) with the word "7. MODIFICATION" and ending on Page Eleven (11), Line Eighteen (18) with the word "Agreement" be deleted and the following inserted in its place:

"7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, minor changes to services, staffing, and responsibilities of the CONTRACTOR, as needed, and changes to accommodate changes in the laws relating to mental health treatment, may be made with the signed written approval of COUNTY's DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's Counsel

1 and the COUNTY's Auditor-Controller's Office.

2 In addition, changes to expense category (i.e., Salary & Benefits,
3 Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the
4 budgets, and changes to the volume of units of services/types of service units to be provided as set forth
5 in Exhibit B, that do not exceed ten percent (10%) of the maximum compensation payable to the
6 CONTRACTOR may be made with the written approval of COUNTY's DBH Director, or designee.
7 Changes to the expense categories in the budget that exceed ten percent (10%) of the maximum
8 compensation payable to the CONTRACTOR, may be made with the signed written approval of
9 COUNTY's DBH Director, designee through an amendment approved by COUNTY's Counsel and
10 COUNTY's Auditor-Controller's Office.

11 For the period of March 1, 2020 to June 30, 2020, changes to expense category
12 (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed
13 Assets, etc.) subtotals in the budgets, and changes to the volume of units of services/types of service
14 units to be provided as set forth in Exhibit B, that do not exceed twenty percent (20%) of the maximum
15 compensation payable to the CONTRACTOR may be made with the written approval of COUNTY's DBH
16 Director, or designee.

17 Said modifications shall not result in any change to the annual maximum
18 compensation amount payable to CONTRACTOR, as stated in this Agreement."

19 2. Except as otherwise provided in this Amendment I, all other provisions of the
20 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
21 retroactive to March 1, 2020.

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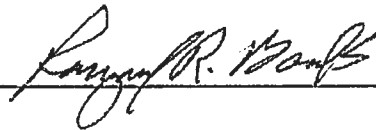
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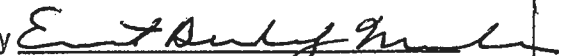
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

3 **CONTRACTOR:**
4 **TURNING POINT OF CENTRAL**
5 **CALIFORNIA, INC.**

COUNTY OF FRESNO:

6 By 


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

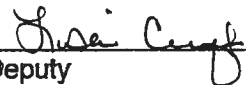
11 Print Name: Raymond R Banks

12 Title: Chief Executive Officer

13 Date: 4/12/2020

14 BERNICE E. SEIDEL,
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By 

18 By 
19 Deputy

20 Print Name: Bruce Tyler

21 Title: Chief Financial Officer

22 Date: 4/13/2020

23 Mailing Address:
24 Turning Point of Central California, Inc.
25 P.O. Box 7447
26 Visalia, CA 93290
27 Phone #: (559) 732-8086
28 Contact: Scott Hollander

Fund/Subclass: 0001/10000
Organization: 56304528 / 56304529
Account #: 7295

JCM