

AMENDMENT III TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment III", 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 CENTRAL STAR BEHAVIORAL HEALTH, INC., a private for-profit, corporation, whose address is 1501 Hughes Way, Suite 150, Long Beach, CA, 90810, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-704, effective January 1, 2015, as amended by COUNTY Amendment No. A-14-704-1, effective May 24, 2016 and COUNTY Amendment No. A-14-704-2, effective June 20, 2017, hereinafter referred to as "Agreement", whereby CONTRACTOR agreed to provide inpatient psychiatric health services to youth, twelve (12) years of age 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 individuals, and juvenile wards who are referred by COUNTY'S Department of Behavioral Health (DBH), a DBH contracted provider, hospital emergency room, or other COUNTY departments and agencies; 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-14-704, as set forth in the Amendment I to COUNTY Agreement No. A-14-704, Page Two (2), beginning with Paragraph Two (2), Line Seven (7), with the word "7. MODIFICATION" and ending on Line Twenty-Six (26), with the word "herein" 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.

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1 Notwithstanding the above, minor changes to services, staffing, daily bed rates,
2 volumes of units of services/types of service units to be provided as set forth in Revised Exhibit B and
3 responsibilities of the CONTRACTOR , as needed, and changes to accommodate changes in the laws
4 relating to mental health treatment, may be made with the signed written approval of COUNTY's DBH
5 Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's Counsel
6 and the COUNTY's Auditor-Controller's Office.

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

16 In addition, changes to the scope of services and responsibilities of the
17 CONTRACTOR, as needed to accommodate changes in the law relating to mental health treatment, as
18 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director, or
19 designee, and CONTRACTOR through an amendment approved by County Counsel and Auditor.

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

26 Said modifications shall not result in any change to the annual maximum
27 compensation amount payable to CONTRACTOR, as stated in this Agreement.”

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

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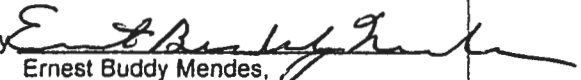
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement
as of the day and year first hereinabove written.

**CONTRACTOR:
CENTRAL STAR
BEHAVIORAL HEALTH INC.**

COUNTY OF FRESNO:

By 

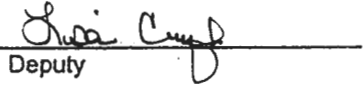
By 
Ernest Buddy Mendes,
Chairman of the Board of Supervisors
of the County of Fresno

Print Name: Kent Dunlap
Title: President @ CBE
Chairman of the Board, or
President, or any Vice President

Date: 4/17/2020

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

By 

By 
Deputy

Print Name: Olivia Aranda
Title: VP & CFO
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Date: 4/17/2020

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

Fund/Subclass: 0001/10000
Organization: 56302112
Account #: 7295

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