

AMENDMENT NO.1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement No. 23-274 ("Amendment No. 1") is dated June 18, 2024 and is between Turning Point of Central California, Inc., a private, non-profit, 501 (c) (3), corporation("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 20, 2023 the County and the Contractor entered into County Agreement No. 23-274 ("Agreement"), for a qualified agency 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, Coalinga, Huron, Mendota and other rural sites as may be needed;

B. On December 13, 2023, the County was notified of the Contractor's intention to close the Huron site located at 36618 Lassen Ave Suite A, Huron, CA 93234 due to the small size of the caseload and inability to generate enough revenue to cover operating costs after CalAIM payment reform, with an effective site closure date of April 6, 2024. All persons previously served at the Huron site have been transferred to the Coalinga site located at 380 Coalinga Plaza, Coalinga, CA 93210.

C. On January 24, 2024, the County was notified of the Contractor's intention to close the Mendota site located at 121 Belmont Ave Suite 300, Mendota, CA 93640 due to the small size of the caseload and inability to generate enough revenue to cover operating costs after CalAIM payment reform, with an effective site closure date of April 6, 2024. All persons previously served at the Mendota site have been transferred to the Kerman site located at 275 S. Madera St. Suite 404, Kerman, CA 93630.

D. The County and the Contractor now desire to amend the Agreement to update the site locations in the Agreement.

The parties therefore agree as follows:

1 1. That Contractor will no longer provide services at the Huron site location and Mendota
2 site location effective retroactively to April 6, 2024. The Mendota and Huron site locations are
3 removed from pages 1 and 2 of Exhibit A1.

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

6 3. The Contractor represents and warrants to the County that:

7 a. The Contractor is duly authorized and empowered to sign and perform its
8 obligations under this Amendment.

9 b. The individuals signing this Amendment on behalf of the Contractor are duly
10 authorized to do so and his or her signature on this Amendment legally binds the
11 Contractor to the terms of this Amendment.

12 4. The parties agree that this Amendment may be executed by electronic signature as
13 provide in this section.

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

19 b. Each electronic signature affixed or attached to this Agreement (1) is deemed
20 equivalent to a valid original handwritten signature of the person signing this
21 Agreement for all purposes, including but not limited to evidentiary proof in any
22 administrative or judicial proceeding, and (2) has the same force and effect as
23 the valid original handwritten signature of that person.

24 c. The provisions of this section satisfy the requirements of Civil Code section
25 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
26 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

27 d. Each party using a digital signature represents that it has undertaken and
28 satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

3 e. This Agreement is not conditioned upon the parties conducting the transactions
4 under it by electronic means and either party may sign this Agreement with an
5 original handwritten signature.

6 5. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
7 provisions of the Agreement not amended by this Amendment No. 1 remain in full force and
8 effect.

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

2 CONTRACTOR

COUNTY OF FRESNO

3 TURNING POINT OF CENTRAL
4 CALIFORNIA, INC.

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

5
6 *Ryan Banks*
7 Ryan Banks, Chief Executive Officer

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

8 615 S Atwood St.
9 Visalia, Ca 93277

10 *Bruce Tyler*
11 Bruce Tyler, Interim Chief Financial Officer

By: *Alexandra Keini*
Deputy

12 615 S Atwood St.
13 Visalia, Ca 93277

14 For accounting use only:

15 Org No.: 56304528 (OP/ICM)
56304529 (FSP)
16 Account No.: 7295
Fund No.: 0001
17 Subclass No.: 10000

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