

**AMENDMENT II TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as "Amendment II", 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, California 93290, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-15-215, effective July 1, 2015, as amended by COUNTY Amendment No. A-15-215-1, effective February 2, 2016, hereinafter collectively referred to as "Agreement No. A-15-215", whereby CONTRACTOR agreed to operate a Full-Service Partnership (FSP) program to provide comprehensive mental health services, housing, and community supports to adults and older adults with a serious mental illness (SMI) for the COUNTY's Department of Behavioral Health (DBH); 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-15-215, as set forth in Amendment I to COUNTY Agreement No. A-15-215, Page Two (2), beginning with Paragraph Four (4), Line Twenty-Eight (28), with the word "Notwithstanding" and ending on Page Three (3), Line Eleven (11), with the word "Agreement" be deleted and the following inserted in its place:

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

In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, and

1 changes to the volume of units of services/types of service units to be provided as set forth in Exhibit C,  
2 that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR may  
3 be made with the written approval of COUNTY's DBH Director, or designee. Changes to the expense  
4 categories in the budget that exceed ten percent (10%) of the maximum compensation payable to the  
5 CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director, designee  
6 through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

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

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

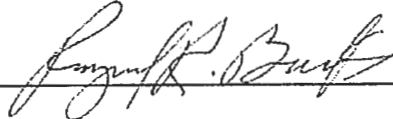
15 2. Except as otherwise provided in this Amendment II, all other provisions of the  
16 Agreement remain unchanged and in full force and effect. This Amendment II shall become effective  
17 retroactive to March 1, 2020.


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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement  
2 as 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

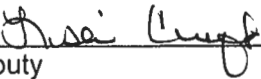
11 Print Name: Raymond R. Banks

12 Title: Chief Executive Officer

13 Date: 4/21/2020

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: 4/21/2020

23 Mailing Address:  
24 P.O. BOX 7447  
25 VISALIA, CA 93290-7447  
26 Phone #: (559) 732-8086 Ext. 140  
27 Contact: Chief Executive Officer

28 Fund/Subclass: 0001/10000  
Organization: 56304531  
Account #: 7295

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