

AMENDMENT NO. 5 TO SERVICE AGREEMENT

This Amendment No. 5 to Service Agreement ("Amendment No. 5") is dated

and is between each individual Contractor listed in Exhibit A-III "List of Contractors", attached hereto and incorporated herein by reference and collectively hereinafter referred to as Contractor(s), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. On June 20, 2023, the County and Contractor(s) entered into Agreement No. 23-283 ("Agreement"), as amended by County Agreement No. 23-415 effective July 1, 2023, County Agreement No. 24-100 effective March 5, 2024, County Agreement No. 24-441 effective August 20, 2024, and County Agreement No. 25-169 for specialized residential mental health services. The agreement combined and superseded Agreement No. 19-406.
- B. Oasis Eating Disorder Recovery, A Professional Psychology Corporation was previously referred to in the Agreement as Oasis Eating Disorders Recovery. The County and Contractor now desire to correct its legal name through this Amendment.
- C. The County and Contractor(s) now desire to further amend the Agreement to extend the term for an additional three (3) month base and optional three (3) month renewal term and increasing the maximum compensation by Three Million, Five Hundred Thousand and No/100 (\$3,500,000.00).

The parties therefore agree as follows:

1. **Term.** This Amendment extends the term of the Agreement through September 30, 2025. The term of this Agreement may be extended for no more than one three-month period only upon written approval of both parties at least thirty (30) days before the first day of the three-month extension period. The County's DBH Director, or designee, is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

- 2. All references to Exhibit A shall be deemed references to "Exhibit A-III." Revised Exhibit A-III is attached and incorporated by this reference.
- 3. Sections 4.2 and 4.3 of the Agreement, beginning on Page 10, Lines 18 through 27 are deleted in their entirety and replaced with the following:
 - "4.2 **Maximum Compensation.** The maximum combined amount payable to Contractor(s) by County for specialized residential mental health services provided by Contractor(s) under the terms and conditions of this Agreement for each fiscal year: FY 2023-24 is Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00); FY 2024-25 is Seven Million and No/100 Dollars (\$7,000,000.00); FY 2025-26 July 1, 2025 through September 30th, 2025 is One Million Seven Hundred Fifty Thousand and No/100 (\$1,750,000); FY 2025-26 October 1, 2025 through December 31, 2025 is One Million Seven Hundred Fifty Thousand and No/100 (\$1,750,000). All fiscal year maximums are not guaranteed sums but shall be paid only for services rendered and received.
 - 4.3 **Total Maximum Compensation.** In no event shall the maximum contract amount for all the services provided by the Contractor(s) to County under the terms and conditions of this Agreement be in excess of Seventeen Million and No/100 Dollars (\$17,000,000.00) during the entire term of this Agreement."
- When both parties have signed this Amendment No. 5, the Agreement, Amendment No.
 Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5
 together constitute the Agreement.
 - 5. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

- 6. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
 - c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
 - d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
 - e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.
- 7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.
- 8. The Agreement as previously amended and as amended by this Amendment No. 5 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 5 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1	The parties are signing this Amendmen	t No. 5 on the date stated in the introductory
2	clause.	
3	CONTRACTOR(S):	COUNTY OF FRESNO
5	PLEASE SEE SIGNATURE PAGE ATTACHED	
6		Ernest Buddy Mendes, Chairman of the Board
7		of Supervisors of the County of Fresno
8		Attest: Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
10		- ,
11		By: Deputy
12	For accounting use only:	
13	Org No.: 56302175, 56302230, 56302112 Account No.: 7295/0	
14		
15	Cabolado No.: 10000	
16		
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Exhibit A-III

List of Contractors

CONTRACTOR		EXHIBIT REFERENCE
1.	Discovery Practice Management, Inc. d.b.a. Center for Discovery Contact: Katie Barrett Address: 18401 Von Karman Ave, Suite 500, Irvine, CA 92612	Exhibit B-2
2.	Oasis Eating Disorder Recovery, A Professional Psychology Corporation Contact: Alicia Alva Address: 1791 E Fir Ave, Suite 103, Fresno, CA 93720	Exhibit B-4
3.	BHC Alhambra Hospital, Inc. d.b.a. BHC Alhambra Hospital Contact: Brett Graves Address: 4619 Rosemead Blvd, Rosemead, CA 91770	Exhibit B-7
4.	Central Star Behavioral Health, Inc. Contact: Kent Dunlap Address: 1501 Hughes Way, Suite 150, Long Beach, CA 90810	Exhibit B-8

1	The parties are signing this Amendment No. 5 on the date stated in the introductory
2	clause.
3 4	CONTRACTOR: Discovery Practice Management, Inc. d.b.a. Center for Discovery
5	By John Peloquin, CEO John Peloquin, CEÖ (Jun 2, 2025 17:24 PDT)
6	
7	Print Name: John Peloquin, CEO
8 9	Title: CEO Chairman of the Board, President, or Vice President
10 11	06/02/2025 Date:
12	
13 14	By <u>Grant Glines</u>
15	Print Name: Grant Glines, CFO
16 17 18	Title: Chief Operating Officer Secretary (of Corporation), Assistant Secretary, Chief Financial Officer, or Assistant Treasurer
19	06/02/2025 Date:
21	
22	MAILING ADDRESS:
23	18401 Von Karman Ave, Suite 500
24	Irvine, CA 92612
25	
26	
27	

1	The parties are signing this Amendment No. 5 on the date stated in the introductory
2	clause.
3 4	CONTRACTOR: Oasis Eating Disorders Recovery, A Professional Psychology Corporation
5	By Math
7 8	Print Name: Matthew Tatum
9	Title:C Chairman of the Board, President, or Vice President
11 12	Date: 5/29/25
13 14 15 16	By Jeffrey Jan Kovic
17 18 19	Title: CFO Secretary (of Corporation), Assistant Secretary, Chief Financial Officer, or Assistant Treasurer
20	Date: 5/29/25
222324	MAILING ADDRESS: 1791 E Fir Ave, Suite 103
25 26 27	Fresno, CA 93720

1	The parties are signing this Amendment No. 5 on the date stated in the introductory
2	clause.
3	CONTRACTOR
4	CONTRACTOR: BHC Alhambra Hospital, Inc. d.b.a. BHC Alhambra Hospital
5	By A
6	
7	Print Name: Page 1771
8	THE ROLL OF THE STATE OF THE ST
9	Title: Chairmac of the Board, President, or Vice President
10	5/28/25
11	Date:
12	
13	- CulCA
14	By Clef Col
15	Print Name: Codey
16	
17	Title: Secretary (of Corporation), Assistant Secretary,
18	Chief Financial Officer, or Assistant Treasurer
19	Date: 5/28/2025
20	Date:
21	
22	MAILING ADDRESS:
23	4619 Rosemead Blvd
24	Rosemead, CA 91770
25	
26	
27	
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1	The parties are signing this Amendment No. 5 on the date stated in the introductory
2	clause.
3	CONTRACTOR: Control Of our Police of and Health, Inc.
4	CONTRACTOR: Central Star Behavioral Health, Inc.
5	By Kent Dunlap
6	
7	Print Name: Kent Dunlap
8	Title: President and CEO
9	Chairman of the Board, President, or Vice President
10	F /04 /000F
11	Date: <u>5/21/2025</u>
12	
13	By Olivia Aranda
14	
15	Print Name: Olivia Aranda
16	
17	Title: VP & CFO Secretary (of Corporation), Assistant Secretary,
18	Chief Financial Officer, or Assistant Treasurer
19	Date: 5/21/2025
20	Date:5/21/2025
21	
22	MAILING ADDRESS:
23	1501 Hughes Way, Suite 150
24	Long Beach, CA 90810
25	
26	
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