

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated November 8, 2022 and is between JDT Consultants, Inc., a California for-Profit Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On December 11, 2018, the County and the Contractor entered into an Agreement with JDT Consultants, Inc. for the Therapeutic Behavioral Services (TBS) Program, which is County agreement number A-18-699 (“Agreement”), for the provision of therapeutic behavioral services to Fresno County Medi-Cal Beneficiaries as mandated pursuant to the permanent injunction issued by the United States District Court in the case of *Emily Q. v. Bonta*, (C.D. Cal. 2001) 208 F.Supp.2d 1078.

B. On August 10, 2022, Contractor requested an increase of their program rates, citing increased referral numbers due to rising client acuity as the primary reasons for requesting the increase, staff retention issues due to non-competitive staff salaries, and rising costs of rent, utilities, and other resources. The Department of Behavioral Health reviewed this request and recommended the County and the Contractor move forward with an Amendment to the original agreement, per the Modification section of the current agreement.

C. The County and the Contractor now desire to amend the Agreement to modify the compensation rates and modification language within this Agreement.

The parties therefore agree as follows:

1. Subsection 5.C of the Agreement located at page 6, beginning on line 4, with the number “1” and ending on page 6, line 7 with the word “note” is deleted in its entirety and replaced with the following:

“1. For the period of January 1, 2019 through November 7, 2022, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for providing TBS at a rate of Two and No/100 dollars (\$2.00) per minute for actual time provided to Members within and outside of Fresno County

1 up to the amount of time authorized by COUNTY and documented in the TBS
2 progress note.

3 For the period of November 8, 2022 through June 30, 2023, COUNTY agrees to
4 pay CONTRACTOR and CONTRACTOR agrees to receive compensation for
5 providing TBS at a rate of Two and 30/100 dollars (\$2.30) per minute for actual
6 time provided to Members within and outside of Fresno County up to the amount
7 of time authorized by COUNTY and documented in the TBS progress note.”

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

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

- 11 a. The Contractor is duly authorized and empowered to sign and perform its obligations
12 under this Amendment.
- 13 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
14 to do so and his or her signature on this Amendment legally binds the Contractor to
15 the terms of this Amendment.

16 4. The parties agree that this Amendment may be executed by electronic signature as
17 provided in this section.

- 18 a. An “electronic signature” means any symbol or process intended by an individual
19 signing this Amendment to represent their signature, including but not limited to (1) a
20 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
21 electronically scanned and transmitted (for example by PDF document) version of an
22 original handwritten signature.
- 23 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
24 equivalent to a valid original handwritten signature of the person signing this
25 Amendment for all purposes, including but not limited to evidentiary proof in any
26 administrative or judicial proceeding, and (2) has the same force and effect as the
27 valid original handwritten signature of that person.

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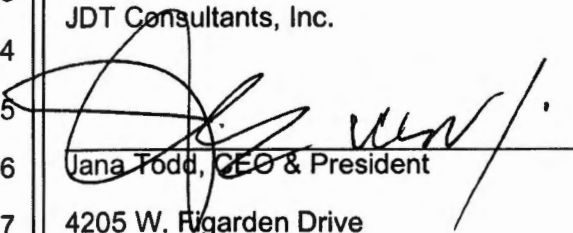
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken 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.

5. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.


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

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 JDT Consultants, Inc.
4
5 
6 Jana Todd, CEO & President
7 4205 W. Figarden Drive
8 Fresno, CA 93722

COUNTY OF FRESNO

9 
10 Brian Pacheco, Chairman of the Board of
11 Supervisors of the County of Fresno

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

By: 
Deputy

12 For accounting use only:
13 Org No.: 56302666
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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