

AMENDMENT V TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment V, is made and entered into this 11th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and JDT CONSULTANTS, INC., a California non-profit Corporation, whose business address is 4205 W. Figarden Drive, Fresno, CA 93722, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 13-389, effective June 18, 2013, COUNTY Amendment No. 13-389-1, effective May 20, 2014, COUNTY Amendment No. 13-389-2, effective April 21, 2015, COUNTY Amendment No. 13-389-3, effective May 24, 2016, and COUNTY Amendment No. 13-389-4, effective June 12, 2018, herein collectively referred to as COUNTY Agreement 13-389, whereby CONTRACTOR agreed to provide Therapeutic Behavioral Services (TBS) and Katie A. services to certain COUNTY Medi-Cal beneficiaries, as part of Fresno County's Mental Health Plan (hereinafter referred to as the "COUNTY PLAN"), submitted to the California State Department of Health Care Services; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the existing COUNTY Agreement No. 13-389-4, Section Five (5), beginning on Page One (1), Line Twenty Six (26), with the word "County" and ending on page Two (2), Line Twenty Three (23) with the number "\$17,325,000.00." be deleted and the following inserted in its place:

"COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for providing TBS and Katie A.-related services as defined in Revised Exhibit A-3, attached hereto and incorporated herein, at the rate of Two and No/100 dollars (\$2.00) per minute for actual time provided to Members up to the amount of time authorized.

In no event shall services performed under this Agreement be in excess of Two Million, Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) for the period of July 1, 2013 through June 30, 2014.

1 In no event shall services performed under this Agreement be in excess of Three Million
2 and No/100 Dollars (\$3,000,000.00) for the period of July 1, 2014 through June 30, 2015.

3 In no event shall services performed under this Agreement be in excess of Three Million,
4 Three Hundred Twenty-Five Thousand and No/100 Dollars (\$3,325,000.00) for the period of July 1, 2015
5 through June 30, 2016.

6 In no event shall services performed under this Agreement be in excess of Three Million,
7 Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) for the period of July 1, 2016 through June
8 30, 2017.

9 In no event shall services performed under this Agreement be in excess of Three Million,
10 Seven Hundred Ten Thousand and No/100 Dollars (\$3,710,000.00) for the period of July 1, 2017 through
11 June 30, 2018.

12 In no event shall services performed under this Agreement be in excess of One Million,
13 Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) for the period of July 1, 2018 through
14 December 31, 2018.

15 The maximum total compensation for the entire contract term shall not exceed Seventeen
16 Million, Six Hundred Thirty-Five Thousand and No/100 Dollars (\$17,635,000.00).”

17 2. That, effective June 1, 2018, all references in existing COUNTY Agreement No. 13-398 to
18 “Exhibit A,” shall be changed to read “Revised Exhibit A-4,” attached hereto and incorporated herein by
19 reference.

20 3. COUNTY and CONTRACTOR agree that this Amendment V is sufficient to amend the
21 Agreement; and that upon execution of this Amendment V, the Agreement, Amendment I, Amendment II,
22 Amendment III, Amendment IV, and Amendment V together shall be considered the Agreement.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
24 conditions and promises contained in the Agreement and not amended herein shall remain in full force and
25 effect. This Amendment V shall become retroactively effective on June 1, 2018.

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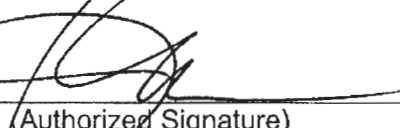
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 13-389 as of the day and year first hereinabove written.

3
4 **JDT CONSULTANTS, INC.**

COUNTY OF FRESNO

5 
6 _____

(Authorized Signature)

7 Janna D Roman, LSCM, CEO
8 Print Name & Title



Sal Quintero,
Chairperson of the Board of Supervisors
of the County of Fresno

9
10 4205 WEST FIGUARDEN DR

11 FRESNO CA 93722
12 _____

Mailing Address

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By: Susan Bishop
Deputy

18 FOR ACCOUNTING USE ONLY:

19 ORG No.: 56302666
20 Account No.: 7295
21 Requisition No.: