

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated September 5, 2023 and is between Adèle James Consulting Inc., a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On June 21, 2022, the County and the Contractor entered into Adèle James Consulting training and consultation which is County Agreement No. 22-265 (“Agreement”), for Diversity, Equity, & Inclusion Foundational Training for Department of Behavioral Health personnel and its contracted providers.

B. The Agreement has provided Diversity, Equity, & Inclusion Training as part of the Cultural Competence Plan Requirements via virtual platform for Fiscal Year 22-23 rather than in-person trainings.

C. Prior to the pandemic, the Diversity, Equity, & Inclusion Training was delivered in-person providing an interactive training for staff and contracted providers to retain the important cultural responsiveness knowledge.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum number of participants for both virtual and in-person trainings to accommodate workforce demands.

The parties therefore agree as follows:

1. All references to “Exhibit A” shall be deemed references to “Revised Exhibit A.” Revised Exhibit A is attached and incorporated by reference.

2. Section One (1) of the Agreement located at Page One (1), Lines Nineteen (19) through Twenty-One (21), is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall provide foundational Diversity, Equity, & Inclusion Training services and fulfill all responsibilities identified in Revised Exhibit A, Scope of Work, attached hereto and by this referenced incorporated herein.”

1 3. All references to "Exhibit B" shall be deemed references to "Revised Exhibit B." Revised
2 Exhibit A is attached and incorporated by reference.

3 4. Section Five (5) of the Agreement located at Page Two (2), Lines Twenty-Seven (27)
4 through Page Three (3), Line Eight (8), is deleted in its entirety and replaced with the following:

5 "5. COMPENSATION/INVOICING: For actual services provided as identified in the
6 terms and conditions of this Agreement, including Revised Exhibit A, COUNTY agrees to pay
7 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the
8 Budget set forth in Revised Exhibit B, "Budget Summary", attached and incorporated by this
9 reference. Payment shall be made upon certification or other proof satisfactory to COUNTY's
10 DBH that services have actually been performed by CONTRACTOR as identified in this
11 agreement. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
12 month for actual expenses incurred and services rendered in the previous month electronically
13 to DBH-Invoices@FresnoCountyCa.Gov, with a carbon copy email to the assigned COUNTY's
14 DBH Staff Analyst. No reimbursement for services shall be made until invoices are received,
15 reviewed, and approved by COUNTY's DBH. Support documents will be made available upon
16 request."

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

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

- 20 a. The Contractor is duly authorized and empowered to sign and perform its obligations
21 under this Amendment.
- 22 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
23 to do so and his or her signature on this Amendment legally binds the Contractor to
24 the terms of this Amendment.

25 7. The parties agree that this Amendment may be executed by electronic signature as
26 provided in this section.

- 27 a. An "electronic signature" means any symbol or process intended by an individual
28 signing this Amendment to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
5 equivalent to a valid original handwritten signature of the person signing this
6 Amendment for all purposes, including but not limited to evidentiary proof in any
7 administrative or judicial proceeding, and (2) has the same force and effect as the
8 valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied
13 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
14 through (5), and agrees that each other party may rely upon that representation.

15 e. This Amendment is not conditioned upon the parties conducting the transactions
16 under it by electronic means and either party may sign this Amendment with an
17 original handwritten signature.

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

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

23 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 ADÈLE JAMES CONSULTING INC.

COUNTY OF FRESNO

4
5 A. James
6 Adèle James, CE
7 2121 Natomas Crossing Drive, Ste 200
8 Sacramento, CA 95834

9 Sal Quintero
10 Sal Quintero, 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

12 By: Hanana
13 Deputy

14 For accounting use only:

15 Org No.: 56304756
16 Account No.: 7295
17 Fund No.: 0001
18 Subclass No.: 10000
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Revised Exhibit A – Scope of Work

SUMMARY OF SERVICES

ORGANIZATION: Adèle James Consulting Inc.
ADDRESS: 2121 Natomas Crossing Drive Ste 200
Sacramento, Ca., 95834
TELEPHONE: (916) 947-6092
CONTACT: Adèle James
EMAIL: adele@adelejamesconsulting.com
CONTRACT: Training and consultation services
CONTRACT TERM: July 1, 2022 to June 30, 2027

DESCRIPTION OF SERVICES

Adèle James Consulting Inc. (AJCI) will provide live Diversity, Equity, & Inclusion Foundational Training monthly to Department of Behavioral Health personnel and contracted providers. Training sessions would be built around adult learning theory with a focus on participant-driven learning and problem solving. The training is designed to be highly interactive and would utilize some or all of the following methodologies: small group breakouts; large group discussions; individual reflection; and presentation of learning topics via video, PowerPoint, presenter discussion, and music.

The training goals can be found below:

- Establishing a shared foundational knowledge about diversity, equity, and inclusion in order to promote positive client outcomes.
- Improve client services through enhancement of staff knowledge and utilization of cultural humility and culturally responsive practices and procedures.
- Increase awareness and understanding of how personal cultural identity can influence work with supervisees, persons served, and families.

CONTRACTOR RESPONSIBILITIES

- Facilitate IICR training to Department of Behavioral Health and system of care for a minimum of one training per month. To facilitate, contractor will provide needs assessment, curriculum planning, and instructional materials.
 - If training is provided virtually, two 1-day trainings will be provided per month with a maximum of 35 participants per training
 - If training is in-person, two 1-day trainings will be provided per month with a maximum of 50 participants per training
- Provide Department of Behavioral Health Staff Development with consultation services regarding the application of CLAS standards

Revised Exhibit B – BUDGET SUMMARY

ORGANIZATION: Adèle James Consulting Inc.

SERVICES: Training and consultation services

CONTRACT TERM: July 1, 2022 to June 30, 2027

CONTRACT TOTAL: \$278,800

LIVE DIVERSITY, EQUITY, & INCLUSION FOUNDATIONAL TRAINING				
FY	Training Platform	Number of Trainings	Cost Per Session	FY Total
22-23	Virtual	24	\$2,250	\$54,000
23-24	Virtual	16	\$2,250	\$55,600
	In-Person	8	\$2,450	
24-25	Virtual	12	\$2,250	\$56,400
	In-Person	12	\$2,450	
25-26	Virtual	12	\$2,250	\$56,400
	In-Person	12	\$2,450	
26-27	Virtual	12	\$2,250	\$56,400
	In-Person	12	\$2,450	
			Total	\$278,800