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_____ and is and is between JDT Consultants, Inc., a California Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

A. On June 20, 2023, the County and the Contractor entered into County Agreement No. 23-281 ("Agreement"), for the provision of Therapeutic Behavioral Services (TBS) 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. The agreement combined and superseded Agreement Nos. 18-699 and 20-506.

The parties therefore agree as follows:

2. Section 4.2 of the Agreement, beginning on Page 8, Line 16, is amended to add the following:

1 “The maximum compensation payable to the Contractor under this Agreement for
2 the period of July 1, 2025 through September 30, 2025 for Specialty Mental
3 Health Services is One Million Two Hundred Seven Thousand Five Hundred and
4 No/100 Dollars (\$1,207,500.00), which is not a guaranteed sum but shall be paid
5 only for services rendered and received. The maximum compensation payable to
6 the Contractor under this Agreement for the period of October 1, 2025 through
7 December 31, 2025 for Specialty Mental Health Services is One Million Two
8 Hundred Seven Thousand Five Hundred and No/100 Dollars (\$1,207,500.00),
9 which is not a guaranteed sum but shall be paid only for services rendered and
10 received.”

11 3. Section 4.4 of the Agreement, beginning on Page 8, Line 25 and ending on Page 9, Line
12 10, is deleted in its entirety and replaced with the following:

13 “4.4 **Total Maximum Compensation.** In no event shall the maximum contract
14 amount for all the services provided by the Contractor to County under the terms
15 and conditions of this Agreement be in excess of Twelve Million Three Hundred
16 Twenty-Five Thousand and No/100 Dollars (\$12,325,000.00) during the entire
17 term of this Agreement.

18 The Contractor acknowledges that the County is a local government entity
19 and does so with notice that the County’s powers are limited by the California
20 Constitution and by State law, and with notice that the Contractor may receive
21 compensation under this Agreement only for services performed according to the
22 terms of this Agreement and while this Agreement is in effect, and subject to the
23 maximum amount payable under this section. The Contractor further
24 acknowledges that County employees have no authority to pay the Contractor
25 except as expressly provided in this Agreement.
26

The Contractor will be compensated for performance of its services under this Agreement as provided in this Article. The Contractor is not entitled to any compensation except as expressly provided in this Agreement. “

4. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 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.

c. 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.

d. 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.

e. 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).

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

4 g. This Amendment is not conditioned upon the parties conducting the transactions
5 under it by electronic means and either party may sign this Amendment with an
6 original handwritten signature.

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

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

12 [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 JDT Consultants, Inc.

COUNTY OF FRESNO

4
5
6 [Name], [Title]

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

7 4205 W. Figarden Dr.
8 Fresno, Ca. 93722

Attest:

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

10 By: _____
11 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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