

**Amendment I to
Services Agreement
Fiscal Year 2018/2019**

Parties

Commission: Children and Families Commission of Fresno County, California

Contractor: County of Fresno, Department of Public Health

Administrative

Contract Number: 201617-0989

Recitals

A. Commission and Contractor are parties to that certain Program Services Agreement (the "Agreement"), dated December 23, 2016, the Term of which is from July 1, 2016 to June 30, 2018 (the "Original Term").

B. The Parties now desire to amend the Agreement to provide for an extension of the Term and to modify the Services and Project Budget all as defined in the Agreement.

C. All capitalized terms used in this Amendment I to Program Services Agreement (this "Amendment I") shall have the meanings provided for in the Agreement unless otherwise specified in this Amendment I.

Therefore, in consideration of the above recitals, which are incorporated into this Amendment I by reference, the Parties agree as follows:

1. Term. This Amendment I is made effective as of July 1, 2018 (the "Effective Date"). The Term of the Agreement is extended until June 30, 2019, unless terminated earlier under the Agreement (the "Term") or as specified in this Amendment to the contrary.
2. Amendment to Section 2.1. Effective as of July 1, 2018, **Exhibit A** will be replaced with the **Exhibit A**, "Scope of Work (2018-19 Fiscal Year)" attached to this Amendment I and incorporated herein by this reference. As of July 1, 2018, except as needed to interpret and enforce Contractor's

responsibilities and obligations under the original Term of the Agreement, the original **Exhibit A** attached to the Agreement will have no further force and effect.

3. Amendment to Section 4.1. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 **Project Budget.** Effective as of July 1, 2018 Exhibit B will be replaced with Exhibit B “Project Budget (2018/2019 Fiscal Year)” attached to this Amendment I and incorporated herein by this reference. Compensation for the Services provided from July 1, 2018 to June 30, 2019 is based upon actual costs as described in Exhibit B “Project Budget (2018/2019 Fiscal Year)”. Compensation for the Services will in no event exceed the total amount of \$448,331 (the “Contract Amount”).

4. Amendment to Section 4.2. The first sentence in Section 4.2 of the Agreement is deleted in its entirety and replaced with the following (the remainder of Section 4.2 is unaffected):

Commission will reimburse Contractor for all necessary, reasonable, and justifiable expenses, as determined by Commission, incurred in accordance with the Project Budget for providing the Services on behalf of Commission in an amount not to exceed the Contract Amount.

5. Controlling Document; No Other Amendment. In the event of any conflict between the terms of this Amendment I and the Agreement, the terms of this Amendment I shall control. Except as amended by this Amendment I, all terms of the Agreement shall remain in full force and effect, including, without limitation, all monitoring, evaluation, data collection, contract review, auditing, inspection, and record retention obligations set forth in Article 9 of the Agreement.

6. Binding Effect. The Agreement, as amended by this Amendment I, is binding upon, and inures to the benefit of, the respective heirs, executors, administrators, successors, and assigns of the Parties.

7. Headings and Construction. The subject headings of the sections and paragraphs of this Amendment are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Amendment include the plural as well as the singular number, and vice versa; words used in this Amendment in the present tense include the future as well as the present; and words used in this Amendment in the masculine gender include the feminine and neuter genders, whenever

the context so requires. No provision of this Amendment will be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Amendment will be construed as if jointly prepared by the Parties.

8. Counterparts. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on all Parties.

9. Signature Authority. Each Party represents that it has capacity, full power, and authority to enter into this Amendment and perform under modified terms of the Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Amendment.

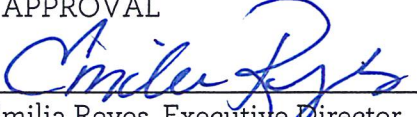
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Signatures

COMMISSION

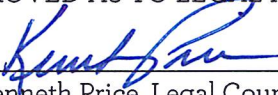
CHILDREN AND FAMILIES COMMISSION
OF FRESNO COUNTY

REVIEWED AND RECOMMENDED
FOR APPROVAL

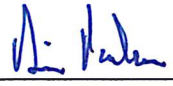
By: 
Emilia Reyes, Executive Director

Date of Signature: 10/29/18

APPROVED AS TO LEGAL FORM

By: 
Kenneth Price, Legal Counsel

Date of Signature: 11/2/18

By: 
Brian Pacheco, Commission Chair

Date of Signature: 11-2-18

CONTRACTOR

County of Fresno Department of Public
Health

By: 
Authorized Representative

Date of Signature: 10/9/2018

Name: Sal Quintero

Chairperson of the Board of

Title: Supervisors of the County of Fresno

Federal Tax ID Number: 94-6000512

ATTEST:

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

By: 

FOR ACCOUNTING USE ONLY:
ORG No.: 56201706
Fund/Subclass No.: 0001/10000
Revenue No.: 3530

EXHIBIT A

Scope of Work (2018/19 Fiscal Year)



Direct Services Face Sheet & Scope of Work

This document will be completed with First 5 Fresno County (F5FC) staff and Service Provider during a development meeting.

A. Face Sheet

Agency Name: County of Fresno, Department of Public Health	Contract Number: 201617-0989	
	Project ID Number: 0989-17	
Project Name: Help Me Grow Fresno County Pass-through	GL: HP3- 10-8503-00	100 %
	Start date/End date: 07/1/18-6/30/19	
Agency Address: 1221 Fulton Mall Fresno, CA 93721	Total Contract amount: \$1,852,885	FY1617: \$702,277 FY 1718: \$702,277 FY 18-19: \$448,331
	FY 1819 Other Project Funding: \$ 241,409	35 %
	BOS <u>District:</u> 3	
Agency phone #: 559-600-3330		
Mailing address if different than above: n/a		
Website: www.fcdph.org		
Strategic Plan Tier: Tier 1: Children Families		
Project Description: <i>Briefly address what F5FC is funding and why. If applicable, describe the goals/outcomes. This will be placed on the F5FC website.</i>		
Fresno County Public Health Department (DPH) will pass-through funding under this contract to ensure Commission funds can be used as a local match to leverage state and federal funds further supporting implementation and sustainability of the Help Me Grow (HMG) system in Fresno County. Help Me Grow is a national model that promotes the development of a coordinated system to help families identify and treat developmental and behavioral issues of young children. The HMG model does not provide direct services, but rather is designed to leverage existing resources within communities to identify vulnerable children, link families to community based services and empower families to support their children's healthy development. The HMG model is built of four core components: Centralized Access Point, Family and Community Outreach, Child Health Provider Outreach, and Data Collection. This contract does not have any services attached as DPH will directly contract with EPU Children's Center to implement direct service components of HMG in Fresno County. DPH will work with Fresno County Help Me Grow Organizing Entity Fresno County Superintendent of Schools and Help Me Grow Fresno County Leadership Team members in the implementation and planning of HMG in Fresno County.		
F5FC Contract Manager: Kristina Hernandez		
Program Contact (Person who runs day to day program operations/supervisor/coordinator/manager)		
Prefix: Ms.	Name: Rose Mary Rahn	Title: Division Manager, MCAH Director, Director of Nurses
E-mail: rrahn@co.fresno.ca.us		Phone #: 559-600-3330
Finance Contact (Person responsible for submitting budgets, financial reports and/or invoices)		
Prefix: Mr.	Name: Michael Chu	Title: Accountant
E-mail: mchu@co.fresno.ca.us		Phone #: 559-600-6426
Notice Contact		

(Person who has legal authority to sign contract)		
Prefix: Mr.	Name: Dave Pomaville	Title: Director
E-mail: dpomaville@co.fresno.ca.us		Phone #: 559-600-3200

Public Contact (Person responsible for general public calls requesting program information, how to access services, media, etc.)		
Prefix: Ms.	Name: Rose Mary Rahn	Title: Division Manager, MCAH Director, Director of Nurses
E-mail: rrahn@co.fresno.ca.us		Phone #: 559-600-3330

Persimmony Contact Financial Module – FINANCIAL DATA ENTRY (Person responsible for entering financial information)		
Prefix: Mr.	Name: Michael Chu	Title: Accountant
E-mail: mchu@co.fresno.ca.us		Phone #: 559-600-6426
Training: Access and No Training Required		
Persimmony Contact Financial Module – FINANCIAL APPROVAL (Person responsible for approving financial information)		
Prefix: Ms.	Name: Rose Mary Rahn	Title: Division Manager, MCAH Director, Director of Nurses
E-mail: rrahn@co.fresno.ca.us		Phone #: 559-600-3330
Training: Access and No Training Required		

Persimmony Contact Financial Module – FINANCIAL APPROVAL (Person responsible for approving financial information)		
Name: Aphivanh (Appy) Xayavath		Title: Staff Analyst
E-mail: axayavath@co.fresno.ca.us		Phone #: 559-600-6335

Persimmony Monitoring Module – ANNUAL CONTRACT REVIEW (ACR) ACCESS (Person responsible for responding to administrative and programmatic components of the ACR)		
Prefix: Ms.	Name: Rose Mary Rahn	Title: Division Manager, MCAH Director, Director of Nurses
E-mail: rrahn@co.fresno.ca.us		Phone #: 559-600-3330

Agency Service Locations:

List all physical addresses where F5FC services take place. If more than three sites, please include in this document by adding another row. Refer to the [Fresno County website](http://www.fresno.gov) to find the correct County District for each service location.

Location(s)	District(s)
Location 1: 1221 Fulton Mall, Brix Building-4th Floor, Fresno, CA 93721	District 3

First 5 Fresno County Strategic Plan and First 5 CA Result and Service Area Alignment:

Goal per F5FC Strategic Plan:	Percent of Funding	Dollar Amount
	FY1819	FY1819
Goal 1: Health Promotion	100%	\$448,331
Primary Strategy per F5FC Strategic Plan :	Percent of Funding	Dollar Amount
	FY1819	FY1819
HP3 Development Screenings and Assessments	100%	\$448,331

State Result Area/Outcome <i>Refer to the Annual Report & School Readiness Appendices Fiscal Year</i>	State Service Area	Percent of Clients	Percent of Funding
		FY1819	FY1819
3. Improved Child Health	3n) Quality Health Systems Improvement	0 %	100 %

Direct Services Face Sheet & Scope of Work

Service Provider Staff Confidentiality Agreement & Request for Persimmony User Logon

All staff members of F5FC funded programs and projects (Service Providers) who are responsible for gathering or maintaining confidential information and records must adhere to this agreement.

Responsibilities

During the performance of Service Provider assigned duties related to the F5FC project, Service Provider might have access to confidential client information and records required for effective coordination and delivery of services to children and their families. All confidential discussions, deliberations, records, and information generated or maintained in connection with these activities shall be disclosed only to persons who have the need to know and authority to access confidential consumer information or records. This includes information obtained and conveyed through all media including the Persimmony database. **Service Provider must not disclose any confidential client information to any third party without the written authorization from the client or legally authorized representative.**

Legal Liabilities

Service Provider must adhere to the following:

- *Notice: All applicable employees, agents, and subcontractors shall be notified of state requirements for confidentiality and also notified that any person knowingly or intentionally violating the provisions of the state law is guilty of a misdemeanor.*
- *Records pertaining to any individual recipient of F5FC will be confidential and will not be open to examination for any purpose not directly connected with the administration of local evaluation.*
- *No person will publish, disclose, use, or permit the use of, or cause to be published, disclosed or used, any confidential information pertaining to any individual recipient of F5FC services.*

Prohibition of Re-Disclosing Confidential Client Information Employment Confidentiality Agreement

This notice accompanies a disclosure of confidential information concerning a consumer of services funded by the F5FC. The above referenced agency is prohibited from making any further disclosure of this confidential information unless further disclosure is expressly permitted by the written authorization to release the information of the person to whom it pertains or as otherwise permitted by these regulations. A general authorization for the release of confidential information is NOT sufficient for this purpose.

Acknowledgement of Confidentiality and Prohibition of Re-Disclosing Confidential Client Information Employment Confidentiality Agreement

The Agency acknowledges responsibility not to divulge any confidential information or records concerning clients of F5FC funded services without proper written authorization. By signing the Direct Services Agreement, the Agency accepts confidentiality and prohibition of re-disclosing confidential funding requirements.

Direct Services Face Sheet & Scope of Work

Type of Agreement: *Amendment-Direct Service*

Type of Procurement: ☐ Informal ☐ Formal ☒ Sole Source

Annual Contract Review: ☒ Formal ☐ Informal

BFF Policy Agreement Form Completed: ☒ Yes ☐ No (attach form to contract) ☐ N/A

EFT Form Completed: ☒ Yes ☐ No (attach form to contract)

W-9 Completed: ☒ Yes ☐ No

Persimmony Set-Up: *(check all that apply)*

- | | |
|--|--|
| ☒ No data - only basic info for state reporting
☐ Aggregate data
☐ Client level data reporting
☐ Narrative
☐ Performance module
☐ Financial module | ☒ Financial module
☐ Monthly reporting
☒ Quarterly reporting
☐ One time payment
☒ State upload |
|--|--|

Type of Agency: *(choose only one)*

- | | |
|--|--|
| ☐ City Government
☐ Community Benefit Organization (501(c)3)
☒ County Government
☐ Faith Based Organization (attach policy)
☐ Federal Government Agency
☐ Higher Education | ☐ Private and/or for Profit Organization
☐ School District
☐ State Government
☐ Other (please specify): |
|--|--|

F5FC Office Use Only

Commission Approved Date: 06/06/2018

First 5 Fresno County Staff Review and Approval	FY1819
Contract Manager Approval	6/11/2018
Strategies Reviewed and Approved by Director	6/13/2018

• See Description of Services (end notes) •

Agency name:	County of Fresno, Department of Public Health	Contract number:	201617-0989
Program name:	Help Me Grow Fresno County Pass-through	Contract amount:	\$448,331

EXHIBIT B

Project Budget (2018/19 Fiscal Year)

FIRST 5 FRESNO COUNTY
Direct Service Budget

Agency Name:	County of Fresno Department of Public Health
Project Name:	Help Me Grow Fresno County Pass-through
Contract Term:	07/01/2016-06/30/2019
Contract Number:	201617-0989
Submission Date:	6/8/2018
Prepared by:	Aphivanh Xayavath
Title:	Staff Analyst

	A	B	C	
	Year 1 Actuals	Year 2 Budget	Year 3 Budget	Total Program Amount
	07/01/16-6/30/17	07/01/17-06/30/18	07/01/18-06/30/19	

Category

I. Personnel

A. Salaries	0	0	0	0
B. Benefits	0	0	0	0
C. Taxes	0	0	0	0
Total Personnel	0	0	0	0

II. Operating Expenses

A. Facilities Costs	0	0	0	0
B. Operational/Supplies	0	0	0	0
C. Training/Travel	0	0	0	0
Total Operating Expenses	0	0	0	0

III. Program Expenses

A. Materials and Supplies	0	0	0	0
Total Program Expenses	0	0	0	0

IV. Professional Services	639,252	639,252	354,412	1,632,916
VI. Indirect Costs	63,025	63,025	93,919	219,969

Total Program	702,277	702,277	448,331	1,852,885
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VII. Other Funding	Year 1 Actuals	Year 2 Budget	Year 3 Budget	Total Other Funding
A. Other Funding Source:	350664	378149	241409	970222
B. Other Funding Source:	0	0	0	0
C. Other Funding Source:	0	0	0	0
Total Other Funding	350664	378149	241409	970222



Children Families Commission of Fresno County
Service Provider Budget

1	Agency Name:	County of Fresno Department of Public Health	Contract Term:	07/01/2016-06/30/2019
2	Project Name:	Help Me Grow Fresno County Pass-through	Contract Number:	201617-0989
3				

4			A			B			C			D		
YEAR 3														
First 5 Amounts			Leveraged			Select Other Funding Source:			Select Other Funding Source:					
07/01/18-6/30/19			07/01/18-6/30/19			07/01/18-6/30/19			07/01/18-6/30/19					
7	I. Personnel		Title	FTE	Amount	Title	FTE	Amount	Title	FTE	Amount	Title	FTE	Amount
8	The "Amount" should be: Annual Salary X the FTE whenever possible. 1 FTE = 40 hours / week							-			-			-
15	A. Total Salaries & FTE			-	-		-	-		-	-		-	-
16	B. Benefits		0%		-	-			-			-		
17	C. Taxes		0%		-	-			-			-		
18	Personnel Subtotal		-			-			-			-		
19	Justification of Benefits and Taxes:													
20	II. Operating Expenses													
21	A. Facilities Costs		-			-			-			-		
22	Narrative/Justification – Explain these costs and how they apply to the program, then state methodology (FTE, Square Footage, etc) for these costs and provide the calculation													
23														
24	B. Operational/Supplies		-			-			-			-		
25	Narrative/Justification – Explain these costs and how they apply to the program, then state methodology (materials, services, leases) for these costs and provide the calculation													
26														
27	C. Training/Travel		-			-			-			-		
28	Narrative/Justification – Explain these costs and how they apply to the program, then state methodology (name of local conferences & trainings) for these costs and provide the calculation													
29														
33	Operating Expenses Subtotal		-			-			-			-		
34	III. Program Expenses													
35	Instructional Information		In the Narrative/Justification box provide a detailed explanation of all program expenses considered on this line item and how they are to support the program participants (include calculations where applicable).											
36	A. Materials and Supplies		-			-			-			-		
37	Subtotal		-			-			-			-		
38	Narrative/Justification – Provide the number of participants, cost per item, a description of the item, and justification for all expenses that support the clients of the program.													
39	Narrative/Justification for Materials and Supplies				Narrative/Justification for Materials and Supplies				Narrative/Justification for Materials and Supplies				Narrative/Justification for Materials and Supplies	
40	IV. Professional Services (Contracts, MOU's, Sub agreements, etc.)													
41	Instructional Information		In the Narrative/Justification box provide a detailed explanation of all professional services considered on this line item and how they are to support the program or staff (include calculations where applicable). Any services exceeding \$5,000 must have attached a narrative delineating services.											
43	Subtotal		354,412			193,127			-			-		
44	Narrative/Justification – Pass-through funds to EPU for Help Me Grow Fresno County. Includes funds for personnel, operating expenses, and professional services costs. See Help Me Grow Fresno County - EPU budget for justification of costs.								Narrative/Justification –				Narrative/Justification –	
50	Program Totals		354,412			193,127			-			-		
51	VI. Indirect (= Program Totals - Equipment x Percentage of Indirect)													
52	Instructional Information		In the Narrative/Justification box explain these costs, how they will support/benefit the program, and how the percentage was determined.											
53	A. Indirect Rate		26.50%		93,919		48,282		Narrative/Justification –				Narrative/Justification –	
54	Narrative/Justification – Fresno County Department of Public Health's indirect cost rate is 26.5%, prepared following OMB's 2 CFR Part 200 guidelines and approved by County of Fresno's Auditor-Controller/Treasure-Tax Collector Department. Any contracts with California Department of Public Health have a 25% ICR limit; Leveraged column calculated using 25%.								Narrative/Justification –				Narrative/Justification –	
55	Total Proposed Budget		448,331			241,409			-			-		