# THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") is made and entered into this <u>21st</u> day of <u>June</u>, 2022, by and between the County of Fresno, a Political Subdivision of the State of California, ("COUNTY"), and Fresno County Economic Opportunities Commissions, DBA Fresno EOC, a California non-profit 501c3 organization, whose address is 1920 Mariposa Street, Suite 300, Fresno, California 93721, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-20-025, dated January 7, 2020, First Amendment No. A-20-025-1 dated January 26, 2021, and Second Amendment No. A-21-401 dated October 5, 2021, hereinafter collectively referred to as "Agreement", pursuant to which CONTRACTOR agreed to implement evidence-based programs that improve the oral health of elementary school aged children; and,

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement (Agreement No. A-20-025-1), dated January 26, 2021 ("First Amendment"), to modify the budget by shifting unspent funds from year one to year two; and

WHEREAS, COUNTY and CONTRACTOR entered into a Second Amendment to Agreement (Agreement No. A-21-401 Superseded A-20-025), dated October 5, 2021 ("Second Amendment"), to revise the budget by shifting unspent funds from year two to year three; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the term one-year and increase the maximum.

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

- 1. That all references in existing COUNTY Agreement Nos. A-20-025, A-20-025-1, and A-21-401, to "Exhibit B", "Revised Exhibit B", and "Revised Exhibit B-1", be changed to read "REVISED Exhibit B-3", where appropriate. A copy of Revised Exhibit B-3 is attached hereto and incorporated herein by this reference.
- 2. That Section Four (4) of the Agreement, located on page Three (3), lines Ten (10) through Twenty (20), is deleted in its entirety and replaced with the following:

"4. **COMPENSATION/INVOICING**: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the rates as identified in Revised Exhibit B-3, attached hereto and incorporated herein by this reference.

For the period January 7, 2020 through June 30, 2020, in no event shall services performed under this Agreement be in excess of Eighty-One Thousand Six Hundred Forty-Three and No/100 Dollars (\$81,643.00).

For the period July 1, 2020 through June 30, 2021, in no event shall services performed under this Agreement be in excess of Two Hundred Nineteen Thousand Seven Hundred Sixty-Five and No/100 Dollars (\$219,765.00).

For the period July 1, 2021 through June 30, 2022, in no event shall services performed under this Agreement be in excess of Two Hundred Eighteen Thousand Five Hundred Ninety-Three and No/100 Dollars (\$218,593.00).

For the period July 1, 2022 through June 30, 2023, in no event shall services performed under this Agreement be in excess of One Hundred Ninety-Five Thousand and No/100 Dollars (\$195,000.00).

In no event shall services performed under this Agreement be in excess of Seven Hundred Fifteen Thousand and No/100 Dollars (\$715,000.00). It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR"

COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to amend the Agreement and, that upon execution of this Third Amendment, the Agreement, First Amendment, the Second Amendment and this Third Amendment together shall be considered "the Agreement".

The parties agree that this Third Amendment may be executed by electronic signature as provided in this section. 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) of a handwritten signature. 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. 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). 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. 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.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

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1	IN WITNESS WHEREOF, the parties here	eto have executed this Third Amendment as of the
2	date first above set forth.	
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4	CONTRACTOR: Fresno County Economic Opportunities	COUNTY OF FRESNO:
5	Commission, DBA, Fresno EOC	
6		
7	Amila Ress	L AL
8	Amila Reys (Authorized Signature)	Brian Pacheco, Chairman of the Board of
9		Supervisors of the County of Fresno
10		
11	E dita Daniel Chief E constitue Office	
12	Emilia Reyes, Chief Executive Officer Print Name & Title	
13		ATTEST: Bernice E. Seidel
14	1920 Mariposa Street, Suite 300,	Clerk of the Board of Supervisors County of Fresno, State of California
15	Fresno, California 93721	
16	Mailing Address	By: Nyove Gionalen
17		Deputy
18		
19		
20		
21		
22		
23		
24	FOR ACCOUNTNG	
25	USE ONLY:	
26	ORG No.: 56201553 Account No.: 7295	
27	Fund/Subclass.: 0001/10000 SMA	
28		

EOC - SBSP #A-21-401 Supersedes #A-20-025

# Year I 01/07/2020 through 06/30/2020

## **Personnel**

Position Title	Monthly Salary Range	Monthly	<u>Annual</u>	FTE %	<u>Months</u>	Requested Amount
Project Director	\$0					
Project Coordinator	\$5,300-\$6,500	\$5,352	\$64,221	100%	8	\$26,748.61
Dental Assistant	\$2,800-\$3,800	\$2,826	\$33,912	100%	8	\$15,716.86
			To	tal Person	nel	\$42,465.47
Fringe Benefits @ 25%				Ben	efits	\$12,252.19
					Total	\$54,717.66
Operating Expenses						
Space/Rent		\$1,000			8	\$5,000.00
Communications		\$538			8	\$869.83
Printing		\$200			8	\$0.00
Office Supplies		\$776			8	\$5,508.79
			Total O	perating E	xpenses	\$11,378.62
Labor						
				Total La	bor Cost	
Travel						
Mileage		\$629.32			8	\$182.11
				Total	Travel	\$182.11
Other Costs						
Laptops						1603.54
Audit						81.44
			Tota	al Other C	osts	\$1,684.98
						\$67,963.37
Indirect Costs (25% of Total Pe	ersonnel Costs)		Tota	I Indirect C	Costs	\$13,679.42
				TOTAL	COSTS	\$81,643

## Year II 07/01/2020 through 06/30/2021

#### Personnel

	<b>Monthly</b>	<u>Annual</u>	FTE %	<u>Months</u>	Requested Amount
Range \$0					Amount
\$5,300-\$6,500	\$5,459	\$65,508	100%	12	\$65,508
\$2,800-\$3,800	\$3,188	\$38,251	100%	12	\$38,254
\$2,800-\$3,800	\$3,188	\$38,259	100%	8	\$17,864
		Tot	al Personn	iel	
			Ben	efits	\$33,899
				Total	\$155,526
	\$1,000.00			12	\$12,000
	\$600.00			12	\$6,861
	\$200.00			12	\$0
	\$799.80			12	\$6,176
		Total Op	erating Ex	penses	\$25,037
	\$286.50			12	\$103
			Total	Travel	\$103
					\$217
		Tota	I Other Co	sts	\$217
Personnel Costs)		Total			\$38,882 \$219,765
	\$0 \$5,300-\$6,500 \$2,800-\$3,800 \$2,800-\$3,800	\$0 \$5,300-\$6,500 \$2,800-\$3,800 \$3,188 \$2,800-\$3,800 \$1,000.00 \$600.00 \$200.00 \$799.80 \$286.50	\$0 \$5,300-\$6,500 \$5,459 \$65,508 \$2,800-\$3,800 \$3,188 \$38,251 \$2,800-\$3,800 \$3,188 \$38,259 Total \$1,000.00 \$600.00 \$200.00 \$799.80 Total Op	\$0 \$5,300-\$6,500 \$5,459 \$65,508 100% \$2,800-\$3,800 \$3,188 \$38,251 100% \$2,800-\$3,800 \$3,188 \$38,259 100%  Total Personr Ben  \$1,000.00 \$600.00 \$200.00 \$799.80  Total Operating Ex  Total Other Co	\$0 \$5,300-\$6,500 \$5,459 \$65,508 100% 12 \$2,800-\$3,800 \$3,188 \$38,251 100% 8 \$2,800-\$3,800 \$3,188 \$38,259 100% 8  Total Personnel Benefits Total  \$1,000.00 12 \$600.00 12 \$200.00 12 \$799.80 12 Total Operating Expenses  \$286.50 12 Total Travel

### Year III 07/01/2021 through 06/30/2022

## Personnel

Position Title	Monthly Salary Range	Monthly	Annual	FTE %	Months	Original Requested Amount	Carryforward Fund	New Requested Amount
Project Director	\$0				•	\$0		
Project Coordinator	\$5,300-\$6,500	\$5,624	\$67,483	100%	12	\$67,488	2,154	69,642
Dental Assistant	\$2,800-\$3,800	\$3,051	\$36,615	100%	12	\$36,612	2,784	39,396
				Total	Personnel	\$104,100	4,938	\$109,038
Fringe Benefits @ 23.75% 2	8%				Benefits	\$24,724	5,806	\$30,530.64
					Total	\$128,824	\$10,744	\$139,568.64
Operating Expenses					_			
Space/Rent		\$1,000.00			12	\$12,000	2,400	14,400
Communications		\$500.00			12	\$6,000	2,000	8,000
Printing		\$100.00			12	\$1,200	2,400	3,600
Office/Program Supplies		\$569.56			12	\$6,835	3,337	10,172
			Total	Operating	Expenses	\$26,035	\$10,137	36,172
Labor								
Travel								
Mileage		\$645.00			12	\$7,740		7,740
				Te	otal Travel	\$7,740	\$0	\$7,740
Other Costs								
Audit						\$195	25	220
				Total O	her Costs	\$195	\$25	\$220
Indirect Costs (25% of Total F	Personnel Costs)				rect Costs	\$32,206	\$2,686	\$34,892
				TOT	AL COSTS	\$195,000	\$23,592	\$218,592

# Year IIII 07/01/2022 through 06/30/2023

P	ρ	rs	n	n	n	el

Position Title	Monthly Salary Range	Monthly	<u>Annual</u>	FTE %	<u>Months</u>	Original Requested Amount
Project Director	\$0					\$0
Project Coordinator	\$5,300-\$6,500	\$5,740	\$68,880	100%	12	\$68,880
Dental Assistant	\$2,800-\$3,800	\$3,349	\$40,188	100%	12	\$40,188
				Tota	al Personnel	\$109,068
Fringe Benefits @	27.67%			Total Frin	nge Benefits	\$30,179
					Total	\$139,247
Operating Expenses						
Space/Rent		\$1,000.00			12	\$12,000
Communications		\$485.00			12	\$5,820
Printing		\$30.00			12	\$360
Office/Program Supplies		\$75.08			12	\$901
			To	otal Operatii	ng Expenses	\$19,081
Labor						
Travel						
Mileage	0.585	155.00			12	\$1,860
					Total Travel	\$1,860
Other Costs						
						A -
				Total	Other Costs	\$0
Indirect Costs (25% of Total Perso	nnel Costs)			Total In	direct Costs	\$34,812
				T	OTAL COSTS	\$195,000

Personnel		Justification Year I
Position Title		
Project Director	\$0	Direct, manage, assess, plan, implement and evaluate progam activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$26,749	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 100% of salary based on an 8 month period for Year 1.
Dental Assistant	\$15,717	Provides all the coordination, assistance, and setting up of schedules and activities with schools and the providers, case management, data collection, processing of forms and scheduling of appointments. 100% of salary based on an 8 month period for
Fringe Benefits @ 25%	\$12,252	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses		
Space/Rent	\$5,000	Office space for staff implementing SBSP (\$1000 X 8 months)
Communications	\$870	Landline connections, internet and Wifi connections, servers, cell phones (\$538 X 8 months).
Printing	\$0	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$200 X 8 months).
Office Supplies	\$5,509	Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$776 X 8 months).
Labor		
Travel		
Mileage	\$182	Mileage to and from meetings, trainings, project implementation, and site visits (629.32 X 8 months).
Other Costs		
Laptops	\$1,604	Purchase of 2 laptops for Project Coordinator and Dental Assistant
Agency Audit	\$81	Allocation of cost for Agency's annual audit completed by independent CPA firm. Based on Total Direct Expenses X 0.012%.
Indirect Costs (25% of Total Personnel Cost)	\$13,679	To include Indirect costs allocated in accordance with the Indirect cost rate approved by U.S. Department of Health & Human services at 7.5% of total direct costs; as well as other allowable grant costs such as security services, utilites, water/sewer & garbage, insurance, janitorial services, repair/maintenance, and yard maintenance.

Personnel

Justification Year II

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Position Title		
Project Director	\$0	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$65,508	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 100% of salary based on12 month period for Year 2.
Dental Assistant	\$38,254	Provides all the coordination, assistance, and setting up of schedules and activities with schools and the providers, case management, data collection, processing of forms and scheduling of appointments. 100% of salary based on12 month period for
Outreach Health Educator	\$17,864	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 8 months period for Year 2
Fringe Benefits @ 29%	\$33,899	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses		
Space/Rent	\$12,000	Office space for staff implementing SBSP (\$1000 X 12 months)
Communications	\$6,861	Landline connections, internet and Wifi connections, servers, cell phones (\$600 X 12 months).
Printing	\$0	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$200 X 12 months).
Office Supplies	\$6,176	Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$799.80 X 12 months)
Labor		
Travel		
Mileage	\$103	Mileage to and from meetings, trainings, project implementation, and site visits (\$286.50 X 12 months)
Other Costs		
Laptops	\$0	Purchase of 2 laptops for Project Coordinator and Dental Assistant
Agency Audit	\$217	Allocation of cost for Agency's annual audit completed by independent CPA firm. Based on Total Direct Expenses X 0.012%.
Indirect Costs (25% of Total Personal Cost)	\$38,882	To include Indirect costs allocated in accordance with the Indirect cost rate approved by U.S. Department of Health & Human Service at 7.5% of total direct costs; as well as other allowable grant costs such as security services, utilities, water/sewer & garbage, insurance, janitorial services, supplies, repairs/maintenance and yard maintenance.

Personnel

Justification Year III

Personnei		Justification rear in
Position Title		
Project Director	\$0	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$69,642	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 100% of salary based on12 month period for Year 3.
Dental Assistant	\$39,396	Provides all the coordination, assistance, and setting up of schedules and activities with schools and the providers, case management, data collection, processing of forms and scheduling of appointments. 100% of salary based on12 month period for
Fringe Benefits @ 28%	\$30,531	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
O		
Operating Expenses Space/Rent	\$14,400	Office space for staff implementing SBSP (200 sq. x \$3 per sq. ft x 2 FTE = \$1,200/mo X 12 months)
Communications	\$8,000	Landline connections, internet and Wifi connections, servers, cell phones (\$666.67/mo X 12 months).
Printing	\$3,600	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$300/mo X 12 months).
Office/Program Supplies	\$10,172	Office and Program supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$847.66/mo X 12 months)
Labor		
Travel		
Mileage	\$7,740	Mileage to and from meetings, trainings, project implementation, and site visits (\$645 X 12 months)
Other Costs Laptops		
Agency Audit	\$220	Allocation of cost for Agency's annual audit completed by independent CPA firm. Based on Total Direct Expenses X 0.012%.
Indirect Costs (25% of Total Personal Cost)	\$34,892	To include Indirect costs allocated in accordance with the Indirect cost rate approved by U.S. Department of Health & Human Service at 9.0% of total direct costs; as well as other allowable grant costs such as security services, utilities, water/sewer & garbage, insurance, janitorial services, supplies, repairs/maintenance and yard maintenace.

Personnel

Justification Year IIII

Personner		Justinication rear iiii
Position Title		
Project Director	\$0	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$68,880	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 100% of salary based on12 month period for Year 4.
Dental Assistant	\$40,188	Provides all the coordination, assistance, and setting up of schedules and activities with schools and the providers, case management, data collection, processing of forms and scheduling of appointments. 100% of salary based on12 month period for
Fringe Benefits @ 27.67%	\$30,179	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses		
Space/Rent	\$12,000	Office space for staff implementing SBSP (200 sq. x \$3 per sq. ft x 2 FTE = \$1,200/mo X 12 months)
Communications	\$5,820	Landline connections, internet and Wifi connections, servers, cell phones (\$485/mo X 12 months).
Printing	\$360	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$30/mo X 12 months).
Office/Program Supplies	\$901	Office and Program supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$75.08/mo X 12 months)
Labor		
Travel		
Mileage	\$1,860	Mileage to and from meetings, trainings, project implementation, and site visits (\$155 X 12 months)
Other Costs		
Indirect Costs (25% of Total Personal Cost)	\$34,812	To include Indirect costs allocated in accordance with the Indirect cost rate approved by U.S. Department of Health & Human
		Service at 9.0% of total direct costs; as well as other allowable grant costs such as security services, utilities, water/sewer & garbage, insurance, janitorial services, supplies, repairs/maintenance and yard maintenace.