

SECOND AMENDMENT TO PROGRAM SERVICES AGREEMENT

Parties

Commission: Children and Families Commission of Fresno County, California

Contractor: County of Fresno

Administrative

Contract Number: 202021-2242

Recitals

A. Commission and Contractor are parties to that certain Program Services Agreement (the "Agreement"), dated December 8, 2020, the Term of which is from July 1, 2020 to June 30, 2021 (the "Original Term"). Commission and Contractor are also parties to First Amendment to the Agreement, dated November 19, 2021, extending the Term of the Agreement to June 30, 2022.

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 Second Amendment to Program Services Agreement (this "Second Amendment") shall have the meanings provided for in the Agreement unless otherwise specified in this Second Amendment.

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

1. Term. This Second Amendment is made effective as of July 1, 2022 (the "Effective Date"). Notwithstanding anything in the Agreement to the contrary, the original term of the Agreement is extended until June 30, 2024, unless terminated earlier under the Agreement (the "Term").
2. Amendment to Section 2.1 and 2.2. As of Effective Date, **Exhibit A** will be replaced with the **Exhibit A**, "FY 2022-2023 Revised Scope of Work and Budget" attached to this Second Amendment and incorporated herein by this reference. As of Effective Date, except as needed to interpret Contractor's responsibilities and obligations under the Agreement, the original and prior **Exhibit A** attached to the Agreement and prior Amendment 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. Compensation for the Services is based on actual costs as described in **Exhibit A**. Compensation for the Services will in no event exceed the total aggregate amount of \$3,581,376 (the “Contract Amount”). The Contract Amount includes compensation for Services remaining under the original term of the Agreement, as well as the Services to be performed under the Term, as defined in this Second Amendment. Compensation for Services provided prior to July 1, 2022 shall be in accordance with the original Agreement and First Amendment.

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 **Exhibit A** 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 Second Amendment and the Agreement, the terms of this Second Amendment shall control. Except as amended by this Second Amendment, 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 the Agreement.

6. Binding Effect. The Agreement, as amended by this Second Amendment, 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 Second 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 Second Amendment include the plural as well as the singular number, and vice versa; words used in this Second Amendment in the present tense include the future as well as the present; and words used in this Second Amendment in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Second Amendment will be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Second Amendment will be construed as if jointly prepared by the Parties.

8. Counterparts. This Second 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 Second 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 Second Amendment. Contractor must sign the signatory authorization, attached as **Exhibit B** and incorporated into this Second Amendment. Contractor must complete and forward to Commission a new signatory authorization each time any name, title, or other information in the existing authorization is no longer current.

10. Electronic Signatures. Each Party acknowledges and agrees that this Second Amendment may also be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or an "e-signed" document (e.g. DocuSign).

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Signatures

COMMISSION

CHILDREN AND FAMILIES COMMISSION
OF FRESNO COUNTY

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: [Signature]
Fabiola González, Executive Director

Date of Signature: 09/07/2022

APPROVED AS TO LEGAL FORM

By: [Signature]
Kenneth Price, Legal Counsel

Date of Signature: 9/8/22

By: [Signature]
Brian Pacheco, Commission Chair

Date of Signature: 9-8-22

CONTRACTOR

COUNTY OF FRESNO, a political
subdivision of the State of California

By: [Signature]
Authorized Representative

Date of Signature: 8-23-22

Name: Sal Quintero
Title: Vice Chairman of the Board of Supervisors
of the County of Fresno

Federal Tax ID Number: _____

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature] Deputy

EXHIBIT A

FY 2022-2023 Revised Scope of Work and Budget

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.

Agency:	County of Fresno, Department of Public Health	Contract Number:	202021-2242
Program Name:	Community Health Teams	Contract Amount:	\$3,581,376

PROJECT OVERVIEW								
Project Name	Community Health Teams		Contract Number	202021-2242				
Agency Name	County of Fresno, Department of Public Health		Contract Amount	\$3,581,376				
			GL	10-8602-00				
Start Date - End Date	July 1, 2020 - June 30, 2024		Project ID	2242-20				
Agency Notice Contact			Annual Budget					
Name	David Luchini, PHN, RN		FY2020-21	\$895,206	Actual	\$673,519	Other	\$338,082
Title	Director		FY2021-22	\$895,390	Actual	\$0	Other	\$414,720
Phone	(559) 600-3200		FY2022-23	\$895,390	Actual	\$0	Other	\$396,148
E-mail	dluchini@fresnocountyca.gov		FY2023-24	\$895,390	Actual	\$0	Other	\$396,148
Commission Approval Date:	December 4, 2019		Total	\$3,581,376	Balance	\$2,907,857	Tot. Other	\$1,545,099

Project Description	
<p>A cost-effective model pairing a public health nurse with teams of para-professionals from community based organizations to provide research-based home visitation services to underserved families without the eligibility guidelines of other federally and state funded programs. In this model Department of Public Health (DPH) will contract with multiple community-based organizations (CBOs) creating Community Health Teams in targeted Fresno County communities.</p>	
<p>DPH will contract with approximately four CBOs to provide research-based or evidence-informed home visitation services to underserved families with children ages 0-5 in targeted Fresno County communities. The home visitation models selected must address one or more of the key challenges facing families as cited in the Commission's strategic plan. Secondary services that support the target population may also be included in the program model (e.g. socialization groups, parent support groups, etc.). Primary services must be completed in the home or similar setting. Teleconferencing can be used in lieu of in person visitation when COVID 19 restrictions are in place. Home visitors from the selected CBOs will be paired with a public health nurse, who will provide guidance and support on medically challenging cases and complete joint home visits as needed. These Community Health Teams will meet on a regular basis for trainings, case consultations and other program issues.</p>	
<p>Services must directly serve families with children ages 0-5 who are not being served by other home visitation programs (e.g. Nurse-Family Partnership, Healthy Families America, and Early Head Start).</p>	
Agency Information	
Phone: 559-600-3330	Mailing Address (if different from left): N/A
Website: www.fcdph.org	
Address: 1221 Fulton Street Fresno, CA 93721	
Program Contact (Operations Supervisor/Coordinator)	Finance Contact (Submits budgets, financial reports, invoices)
Name: Megan Gunn	Name: Michael Chu
Title: Supervising Public Health Nurse	Title: Senior Accountant
Phone: 559-600-3330	Phone: 559-600-6426
E-mail: mgunn@fresnocountyca.gov	E-mail: mchu@fresnocountyca.gov
Program Contact (Enters programmatic data)	Financial Approval (Submits budgets, financial reports, invoices)
Name: Christina Wyrick	Name: Megan Gunn
Title: Program Technician	Title: Supervising Public Health Nurse
Phone: (559) 600-3330	Phone: 559-600-3330
E-mail: cwyrick@fresnocountyca.gov	E-mail: mgunn@fresnocountyca.gov
Program Contact (Enters programmatic data)	Financial Approval (Submits budgets, financial reports, invoices)
Name: Megan Gunn	Name: Aphivanh Xayavath
Title: Supervising Public Health Nurse	Title: Staff Analyst III
Phone: 559-600-3330	Phone: 559-600-3330
E-mail: mgunn@fresnocountyca.gov	E-mail: axayavath@fresnocountyca.gov
Data system Data Approval (Submits programmatic data)	
Name: Megan Gunn	
Title: Supervising Public Health Nurse	
Phone: 559-600-3330	

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.

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.

Agency:	County of Fresno, Department of Public Health
Program Name:	Community Health Teams
Contract Number:	202021-2242
Contract Amount:	\$3,581,376

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 to find the correct County District for each service location.

Location	District
1 1221 Fulton Street Fresno, CA 93721	3

[Click here to access the Fresno County district lookup page.](#)

Types of Clients Served and Projected Numbers:

Please note that these fields reflect the client type options in the contract management database and not family relationships. Include all client level and aggregate clients included in sections C and D.

Type of Client	Number of Clients			
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Child 0<3	80	80	100	100
Child 3-5	80	80	100	100
Parent	160	160	200	200
Prenatal	0	0	0	0
Other (please specify):	0	0	0	0
Total	320	320	400	400

Provider Category	Number of Clients			
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Center-based ECE Providers	0	0	0	0
Home/Family-based ECE Providers	0	0	0	0
Health Care Providers	0	0	0	0
Mental Health Providers	0	0	0	0
Internal Program Staff	0	0	0	0
Interns/Students/Volunteers	0	0	0	0
Other (specify: CBO Home Visitors)	12	12	12	12
Total	12	12	12	12

Geographical Location of Clients to be Served	Fiscal Year			
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Percent Urban	70%	70%	70%	70%
Percent Rural	30%	30%	30%	30%
Total # of Clients Countywide	332	332	412	412

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.

Agency:	County of Fresno, Department of Public Health
Program Name:	Community Health Teams
Contract Number:	202021-2242
Contract Amount:	\$3,581,376

Projected Numbers Served in Each Geographic Region:
Use the countywide box for programs providing services throughout the county.

Geographical Location of Clients to be Served	Number of Clients			
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
1 County Wide	332	332	412	412
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
Total	332	332	412	412

Description of "Other"

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.

Agency:	County of Fresno, Department of Public Health
Program Name:	Community Health Teams
Contract Number:	202021-2242
Contract Amount:	\$3,581,376

First 5 Fresno County Strategic Plan and First 5 CA Result and Service Area Alignment				
Investment Area per F5FC Strategic Plan	Budget Amount			
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Families	\$895,206.00	\$895,390.00	\$895,390.00	\$895,390.00
Strategy per F5FC Strategic Plan	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Skill-Building	\$895,206.00	\$895,390.00	\$895,390.00	\$895,390.00
State Result Area/Outcome	Improved Child Health			Refer to the Annual Report & Readiness Appendices for the Fiscal Year
State Service Area	Perinatal and Early Childhood Home Visiting			
Is this an evidence based or research based program?				Research Based

C. Aggregate Services and Narrative

The information in the table below will remain the same for the full contract term (from one fiscal year to the next) unless otherwise specified or modified through a contract amendment request. Service Provider is required to maintain back-up documentation. Data due Quarterly. Please note, total unduplicated number of clients are captured per deliverable. Quarterly breakdown of clients may overlap.

Upload to State Report	Aggregate Service Type	Description	Core Client Type	Aggregate Service Target				Frequency	Evaluation Method	Verification Method (Documentation)	
				FY2020-21	FY2021-22	FY2022-23	FY2023-24				
Yes	Collaborative meetings	Home visitors from the selected community-based organizations will be paired with a public health nurse, who will provide guidance and support on medically challenging cases, creating Community Health Teams. Each team will meet on a regular basis for trainings, case consultations and other program issues. These meetings will be captured through this deliverable. Approximately 3 CBO staff per CHT = approximately 12 CBO staff.	Provider	Quarter 1	12	12	12	12	2 times a month per CHT	Reporting database system data	Sign-in sheets
			Quarter 2	12	12	12	12				
			Quarter 3	12	12	12	12				
			Quarter 4	12	12	12	12				
			Total	12 (unduplicated count, same staff per quarter)	12 (unduplicated count, same staff per quarter)	12 (unduplicated count, same staff per quarter)	12 (unduplicated count, same staff per quarter)				

D. Outputs: Services and Contacts

All services listed in section D are required to be entered in the reporting databases system on a monthly basis, refer to the Funded Partner Manual for details. All clients served by F5FC funds must meet age and residency requirements. Service Provider is required to maintain back-up documentation. The information in the table below will remain the same for the full contract term (from one fiscal year to the next) unless otherwise specified or modified through a contract amendment request. Please note, total unduplicated number of clients are captured per deliverable. Quarterly breakdown of clients may overlap.

Service Type	Description	Core Client Type	Core Client Target #				Frequency	Evaluation Method	Verification Method
			FY2020-21	FY2021-22	FY2022-23	FY2023-24			
	Home visitors from CBOs will provide research-based or evidence-informed home visitation services. Each home visitor will carry a case load of approximately 15-25 families with at least 1 parent/caregiver attending each visit and lasting between 6mo-1yr per case,		Quarter 1	40	40	50	50		
			Quarter 2	80	80	50	50		
			Quarter 3	80	80	50	50		
			Quarter 4	80	80	50	50		

Direct Services Face Sheet Scope of Work

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Parent partnership home visit	approximately 1-2 home visits a month. Services must be culturally and linguistically relevant to the identified target population. Specific target numbers and program models will be detailed in executed agreements between DPH and each CBO. CBOs include: 1) Fresno Economic Opportunities Commission, 2) Central Valley Children's Services Network, 3) Centro la Familia and 4) Exceptional Parents Unlimited.	Parent		160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters	200 unduplicated: families (at least one parent/caregiver per family) are carried over multiple quarters	200 unduplicated: families (at least one parent/caregiver per family) are carried over multiple quarters	Approximately 1-2 home visits a month	Reporting database system data	Service logs
			Total							
Service Type	Description	Core Client Type	Core Client Target #				Frequency	Evaluation Method	Verification Method	
			FY2020-21	FY2021-22	FY2022-23	FY2023-24				
Developmental screening	Each child client ages 0-5 will receive an ASQ and ASQ:SE developmental screening unless they have already received a screening through an alternate provider.	Child	Quarter 1	40	40	50	50	Annually and as needed	Reporting database system data	Completed ASQ/ASQ:SE
			Quarter 2	40	40	50	50			
			Quarter 3	40	40	50	50			
			Quarter 4	40	40	50	50			
			Total	160	160	200	200			
Service Type	Description	Core Client Type	Core Client Target #				Frequency	Evaluation Method	Verification Method	
			FY2020-21	FY2021-22	FY2022-23	FY2023-24				
Developmental referral	Based on screening results, children will be linked to needed resources.	Child	Quarter 1	4	4	7	7	As needed	Reporting database system data	Referral form
			Quarter 2	4	4	7	7			
			Quarter 3	4	4	8	8			
			Quarter 4	4	4	8	8			
			Total	16	16	30	30			
Service Type	Description	Core Client Type	Core Client Target #				Frequency	Evaluation Method	Verification Method	
			FY2020-21	FY2021-22	FY2022-23	FY2023-24				
Other referral	Based on home visitor needs assessments, families will be linked to needed resources (e.g. housing, food, assistance programs, etc.).	Parent	Quarter 1	20	20	25	25	As needed	Reporting database system data	Referral form
			Quarter 2	20	20	25	25			
			Quarter 3	20	20	25	25			
			Quarter 4	20	20	25	25			
			Total	80	80	100	100			
Service Type	Description	Core Client Type	Core Client Target #				Frequency	Evaluation Method	Verification Method	
			FY2020-21	FY2021-22	FY2022-23	FY2023-24				
Family event	CBOs may select a secondary service to complement primary home visitation services. This may include parent education, parent-child socialization groups, etc.	Other	Quarter 1	40	40	40	40	Follows the implementation model of each individual CBO	Reporting database system data	Sign-in sheets
			Quarter 2	80	80	80	80			
			Quarter 3	80	80	80	80			
			Quarter 4	80	80	80	80			
			Total	160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters			

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.

ALL EXPENSES SUBTOTAL	\$ 882,787.92	\$ 664,839.00	\$ 882,947.82	\$ 882,947.83	\$ 882,947.83		
Indirect Costs (Max 15%)	15.00%	\$12,418.19	\$ 8,680.00	\$ 12,442.17	\$ 12,442.17	\$ 12,442.17	For this contract, indirect was calculated using only the Personnel expenses subtotal
TOTAL F5FC BUDGET	\$ 895,206.11	\$ 673,519.00	\$ 895,390.00	\$ 895,390.00	\$ 895,390.00		For this contract, indirect was calculated as a percentage of only the Personnel expenses subtotal
F5FC Budget Amount	\$895,390.00	\$ 895,206.11	\$895,390.00	\$895,390.00	\$895,390.00		
Variance	\$ 183.89	\$ 221,687.11	\$ 0.00	\$ -	\$ -		
Other Funding	\$338,082.44	\$ -	\$414,720.13	\$ 396,148.00	\$ 396,148.00		Estimated leveraged dollars
Total Funding (All Sources)	\$ 1,233,288.55	\$ 673,519.00	\$ 1,310,110.13	\$ 1,291,538.00	\$ 1,291,538.00		

Service Provider Staff Confidentiality Agreement & Request for Reporting Database System 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 reporting database system.

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

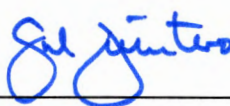
The Agency acknowledges responsibility not to divulge any confidential information or records concerning clients of F5FC funded services without proper written authorization. By signing the Direct Services Agreement, the Agency accepts confidentiality and prohibition of re-disclosing confidential funding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

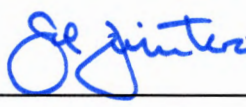
EXHIBIT B

Signatory Authority

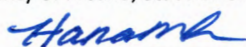
I CERTIFY THE **AGENCY OFFICIAL** LISTED BELOW IS AUTHORIZED AND EMPOWERED TO SIGN AND ENTER INTO THIS SECOND AMENDMENT ON BEHALF OF THE AGENCY (CONTRACTOR) AND BY VIRTUE OF THAT PERSON'S SIGNATURE, BIND THE AGENCY.

ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno
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SIGNATURE OF GOVERNING BODY OFFICIAL:	
DATE SIGNED:	8-23-22
PRINTED NAME:	Sal Quintero
TITLE:	Vice Chairman of the Board of Supervisors of the County of Fresno

SIGNATURE OF AUTHORIZED AGENCY OFFICIAL:	
DATE SIGNED:	8-23-22
TYPED NAME:	Sal Quintero
TITLE:	Vice Chairman of the Board of Supervisors of the County of Fresno

NOTE: SHOULD CIRCUMSTANCES REQUIRE A CHANGE IN THE ABOVE, A NEW SIGNATORY AUTHORIZATION MUST BE COMPLETED AND FORWARDED TO THE COMMISSION.

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California
 By  Deputy