

**FIRST 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, dated December 8, 2020, the Term of which is from July 1, 2020 to June 30, 2021 (the "Agreement").

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

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

1. Term. This First Amendment is made effective as of July 1, 2021 (the "Effective Date"). Notwithstanding anything in the Agreement to the contrary, the original term of the Agreement is extended until June 30, 2022, 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 2021-2022 Revised Scope of Work and Budget" attached to this First 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 **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. 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 \$1,790,596 (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 First Amendment. Compensation for Services provided prior to July 1, 2021 shall be in accordance with the original Agreement and this First Amendment.

4. Amendment to Section 4.2. The first sentence in Section 4.2 of the Agreement is to be 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 First Amendment and the Agreement, the terms of this First Amendment shall control. Except as amended by this First 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 Article 8 of the Agreement.

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

8. Counterparts. This First 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 First 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 First Amendment. Contractor must sign the signatory authorization, attached as **Exhibit C** and incorporated into this First 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 First 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).

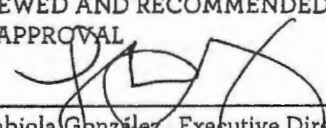
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Signatures

COMMISSION

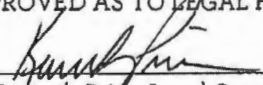
CHILDREN AND FAMILIES COMMISSION
OF FRESNO COUNTY

REVIEWED AND RECOMMENDED
FOR APPROVAL

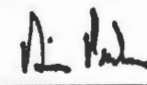
By: 
Fabiola González, Executive Director

Date of Signature: 11/18/2021

APPROVED AS TO LEGAL FORM

By: 
Kenneth Price, Legal Counsel

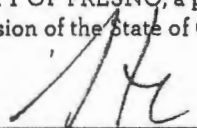
Date of Signature: 11-19-21

By: 
Brian Pacheco, Commission Chair

Date of Signature: 11-19-21

CONTRACTOR

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

By: 
Authorized Representative

Date of Signature: 10-19-2021

Name: Steve Brandau
Chairman of the Board of Supervisors
Title: 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:  Deputy

EXHIBIT A

FY 2021-2022 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:	\$1,790,596

PROJECT OVERVIEW								
Project Name	Community Health Teams		Contract Number	202021-2242				
Agency Name	County of Fresno, Department of Public Health		Contract Amount	\$1,790,596				
			GL	10-8602-00				
Start Date - End Date	July 1, 2020 - June 30, 2022		Project ID	2242-20				
Agency Notice Contact			Annual Budget					
Name	David Luchini, PHN, RN		FY2020-21	\$895,206	Actual	\$0	Other	\$338,082
Title	Interim Director		FY2021-22	\$895,390	Actual	\$0	Other	\$414,720
Phone	(559) 600-3200		FY2022-23	\$0	Actual	\$0	Other	\$0
E-mail	dluchini@fresnocountyca.gov		FY2023-24	\$0	Actual	\$0	Other	\$0
Commission Approval Date:	December 4, 2019		Total	\$1,790,596	Balance	\$1,790,596	Tot. Other	\$752,803

Project Description	
<p>A cost-effective model pairing public health nurses 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 of similar setting. 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 9372	
Program Contact (Operations Supervisor/Coordinator)	Finance Contact (Submits budgets, financial reports, invoices)
Name: Megan Gunn	Name: Michael Chu
Title: Supervising Public Health Nurse	Title: 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	
E-mail: mgunn@fresnocountyca.gov	

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:	\$1,790,596

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
Child 0<3	80	80
Child 3-5	80	80
Parent	160	160
Prenatal	0	0
Other (please specify):	0	0
Total	320	320

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

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



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:	\$1,790,596

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
1	County Wide	332	332
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

Description of "Other"



Agency: County of Fresno, Department of Public Health
Program Name: Community Health Teams
Contract Number: 202021-2242
Contract Amount: \$1,790,596

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
	Families	\$895,206.00	\$895,390.00
	Strategy per F5FC Strategic Plan	FY2020-21	FY2021-22
Skill-Building	\$895,206.00	\$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				
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	4 times a month per CHT	Reporting database system data	Sign-in sheets
Quarter 2	12	12							
Quarter 3	12	12							
Quarter 4	12	12							
Total	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				
Parent partnership home visit	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 cases lasting between 6mo-1yr per case, 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. Approximately 4 CBOs with 2 home visitors with 20 clients per caseload = 160 clients/year.	Parent	Quarter 1	40	40	Approximately 1-2 home visits a month	Reporting database system data	Service logs
			Quarter 2	80	80			
			Quarter 3	80	80			
			Quarter 4	80	80			
			Total	160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters			
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	Annually and as needed	Reporting database system data	Completed ASQ/ASQ:SE
			Quarter 2	40	40			
			Quarter 3	40	40			
			Quarter 4	40	40			
			Total	160	160			
Developmental referral	Based on screening results, children will be linked to needed resources.	Child	Quarter 1	4	4	As needed	Reporting database system data	Referral form
			Quarter 2	4	4			
			Quarter 3	4	4			
			Quarter 4	4	4			
			Total	16	16			
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	As needed	Reporting database system data	Referral form
			Quarter 2	20	20			
			Quarter 3	20	20			
			Quarter 4	20	20			
			Total	80	80			
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	Follows the implementation model of each individual CBO	Reporting database system data	Sign-in sheets
			Quarter 2	80	80			
			Quarter 3	80	80			
			Quarter 4	80	80			
			Total	160 unduplicated: clients are carried over multiple quarters	160 unduplicated: clients are carried over multiple quarters			

Agency: County of Fresno, Department of Public Health
Program Name: Community Health Teams
Contract Number: 202021-2242
Contract Amount: \$1,790,596

CONTRACT BUDGET					
Budget Line Items	FY2020-21	FY2021-22	Contract Actuals	Justification	
PERSONNEL EXPENSES					
Full Time Positions	Base Rate	FTE			
Public Health Nurse II	\$ 100,914.00	0.454	\$ 48,546.00	\$ 45,814.96	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
<i>Total Full Time Salaries</i>			\$ 48,546.00	\$ 45,814.96	\$ -
Personnel Benefits (enter as % of FT salaries)		73.40%	\$ 30,528.15	\$ 33,628.02	\$ -
Taxes (enter as % of FT salaries)		7.65%	\$ 3,713.77	\$ 3,504.84	\$ -
Part Time Personnel					
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
<i>Part Time Salaries</i>			\$ -	\$ -	\$ -
PERSONNEL EXPENSES SUBTOTAL			\$ 82,787.92	\$ 82,947.82	\$ -
OPERATING EXPENSES					
Facilities Costs			\$ -	\$ -	\$ -
Operational/Supplies			\$ -	\$ -	\$ -
Training/Travel			\$ -	\$ -	\$ -
OPERATING EXPENSES SUBTOTAL			\$ -	\$ -	\$ -
PROGRAM EXPENSES					
Materials and Supplies			\$ -	\$ -	\$ -
PROGRAM EXPENSES SUBTOTAL			\$ -	\$ -	\$ -
MISCELLANEOUS EXPENSES					
Professional Services			\$ 800,000.00	\$ 800,000.00	\$ -
			\$ -	\$ -	\$ -
MISCELLANEOUS EXPENSES SUBTOTAL			\$ 800,000.00	\$ 800,000.00	\$ -
ALL EXPENSES SUBTOTAL			\$ 882,787.92	\$ 882,947.82	\$ -
Indirect Costs (Max 15%)		15.00%	\$ 12,418.19	\$ 12,442.17	\$ -
TOTAL F5FC BUDGET			\$ 895,206.11	\$ 895,390.00	\$ -
F5FC Budget Amount			\$ 895,390.00	\$ 895,390.00	\$ -
Variance			\$ 183.89	\$ 0.00	\$ -
Other Funding			\$ 338,082.44	\$ 414,720.13	\$ -
Total Funding (All Sources)			\$ 1,233,288.55	\$ 1,310,110.13	\$ -



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

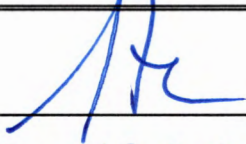
The Agency acknowledges responsibility not to divulge any confidential information or records concerning clients of F5FC funded services without proper written authorization. By signing the Direct Services Agreement, the Agency accepts confidentiality and prohibition of re-disclosing confidential funding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

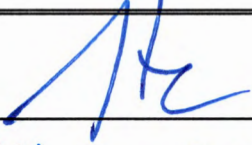
EXHIBIT C

Signatory Authority

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

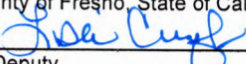
ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno
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SIGNATURE OF GOVERNING BODY OFFICIAL:	
DATE SIGNED:	October 19, 2021
PRINTED NAME:	Steve Brandau
TITLE:	Chairman of the Board of Supervisors of the County of Fresno

SIGNATURE OF AUTHORIZED AGENCY OFFICIAL:	
DATE SIGNED:	October 19, 2021
TYPED NAME:	Steve Brandau
TITLE:	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.

B-1

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