

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 21<sup>st</sup> day of June, 2022, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Fresno County Economic Opportunities Commission d.b.a. Fresno EOC, a private, non-profit organization, whose address is 1920 Mariposa Street, Suite 300, Fresno, CA, 93721, (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-20-406, dated October 6, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide research-based and evidence-informed home visitation services to underserved families with children ages 0-5 to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to continue services for an extended term.

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 the Agreement to "Exhibit A" shall be changed to read "Revised Exhibit A", where appropriate, attached hereto and incorporated herein by reference.

2. That all references in the Agreement to "Exhibit B" shall be changed to read "Revised Exhibit B", where appropriate, attached hereto and incorporated herein by reference.

3. Section 3 of the Agreement, located on page 2, lines 5 through 10, is deleted in its entirety and replaced with the following:

"The initial term of this Agreement shall be for a period of four (4) years, commencing on July 1, 2020 through and including June 30, 2024."

4. Section 19 of the Agreement, located on page 17, lines 13 through 15, is deleted in its entirety and replaced with the following:

"19. ELECTRONIC SIGNATURE

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an

1 individual signing this Agreement to represent their signature, including but not limited to (1) a digital  
2 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and  
3 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
4 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature  
5 of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in  
6 any administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
7 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil  
8 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
9 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it  
10 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),  
11 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This  
12 Agreement is not conditioned upon the parties conducting the transactions under it by electronic  
13 means and either party may sign this Agreement with an original handwritten signature.

14           20.    SEVERABILITY

15           The positions of this Agreement are severable. The invalidity or unenforceability of any  
16 one provision in the Agreement shall not affect the other provisions."

17           5.     Section 20 of the Agreement, located on page 17, lines 16 through 25, be renamed as  
18 Section 21.

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

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 *Emilia Reyes*  
5 (Authorized Signature)

  
6 Brian Pacheco, Chairman of the Board of  
Supervisors of the County of Fresno

6 Emilia Reyes, Chief Executive Officer  
7 Print Name & Title

7 1920 Mariposa Street, Suite 300  
8  
8 Fresno, CA 93721

9 Mailing Address

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

15 By: *Nyona Gonzalez*  
16 Deputy

16 FOR ACCOUNTING USE ONLY:

18 Fund: 0001

19 Subclass: 10000

20 ORG: 56201706

21 Account: 7295

## **SCOPE OF WORK**

### **Fresno Economic Opportunities Commission**

#### **DESCRIPTION OF SERVICES**

CONTRACTOR's Community Health Team services must directly serve Fresno County families and children ages 0-5 who are not being served by other home visitation programs. CONTRACTOR may obtain client referrals on their own or from COUNTY's Department of Public Health (DPH). All referrals received will be screened to ensure the client is not being served by other home visitation programs including DPH.

CONTRACTOR will administer a Patient Health Questionnaire-9 (PHQ-9) as well as a needs assessment for all families served.

Community Health Team home visitation staff will consult with the DPH PHN for guidance and support on medically challenging cases and complete joint home visits as needed.

CONTRACTOR will adhere to all terms and conditions set forth in the First 5 Fresno County (F5FC) Funded Partner Manual (<https://www.first5fresno.org/forms-docs/>) and the California Department of Public Health (CDPH) - Maternal, Child and Adolescent Health (MCAH) Division's Fiscal Administration Policy and Procedure Manual (<https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Fiscal-Documents.aspx>) as it pertains to subcontractors of funded recipients.

#### **COLLABORATIVE MEETINGS**

Approximately three (3) home visitors will meet with the DPH PHN two (2) times per month for case consultations, trainings and other program issues. Sign-in sheets are required for each meeting. Data is required to be entered in the F5FC database on a quarterly basis.

#### **PARENT PARTNERSHIP HOME VISIT**

Home visit services will be focused on the parent, but children ages 0-5 in the home will also receive services. CONTRACTOR will provide services in accordance with their research-based home visitation model. Services must be completed in the home or similar setting. Teleconferencing can be utilized in lieu of home visitation due to COVID-19 precautions until restrictions are lifted.

- Fifty (50) unduplicated families will receive home visitation services with at least one (1) parent/caregiver attending each visit.
- Each case manager will carry a caseload of approximately twenty (24) clients and the program coordinator will carry a caseload of approximately two (2) clients.
- Home visits will be conducted at least two (2) times a month for a minimum of six (6) months.

- Visits will be at least sixty (60) minutes in length.

Data is required to be entered in the F5FC database on a monthly basis.

### **DEVELOPMENTAL SCREENING**

Each child client ages 0-5 will receive an ASQ and ASQ:SE developmental screening for a total of forty-five (45) ASQ's and forty-five (45) ASQ:SE's. Data is required to be entered in the F5FC database on a monthly basis.

### **DEVELOPMENTAL REFERRALS**

Twenty (20) children will receive a developmental referral (e.g., primary care physician, early intervention, school district, mental health, medical referrals, Help Me Grow Fresno County, day care, or preschool). Data is required to be entered in the First 5 database on a monthly basis.

### **OTHER REFERRALS**

Forty (40) parents will receive referrals to community resources (e.g., housing, cash aid, or food assistance). Data is required to be entered in the First 5 database on a monthly basis.

### **FAMILY EVENT**

Forty (40) parents and/or children will participate in family event activities to complement primary home visitation services. This can be through parent education classes, parent-child developmental learning groups or other family events held by the agency. Sign-in sheets will be required for documentation. Data will be entered in the F5FC database on a monthly basis.

### **DOCUMENTATION AND DATA COLLECTION**

CONTRACTOR will collect and report data on all client services as outlined above including client eligibility, demographics, screenings and referrals/interventions completed.

CONTRACTOR will submit a brief quarterly narrative addressing target population, intent of service, short story, challenges and barriers as described in the Quarterly Narrative and Aggregate Reports section of the F5FC Funded Partner Manual to COUNTY by the 5<sup>th</sup> of the month following the end of each quarter.

### **TIME STUDY**

All Community Health Team staff will prepare and submit time studies quarterly to COUNTY in order to receive leveraged federal funding. CDPH MCAH program requires all personnel that are funded by Federal Title XIX to prepare and submit a time study at least once per quarter.

**Fresno Economic Opportunities Commission**  
July 1, 2020 - June 30, 2021

<b>BUDGET CATEGORIES</b>	<b>Hourly Rate</b>	<b>Total Cost</b>	<b>Description of Role/Justification</b>
<b>PERSONNEL/STAFFING EXPENSES</b>			
Program Coordinator (1.0 FTE)	\$33.62	<b>\$65,559.00</b>	The Project Coordinator (PC) will provide oversight of the Case Managers (CM) and coordinate the home visitations with the Fresno County Department of Public Health. The PC will also be responsible for program reporting and financial oversight of project.
Case Manager (1.0 FTE)	\$23.00	<b>\$44,850.00</b>	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
Case Manager (1.0 FTE)	\$23.00	<b>\$44,850.00</b>	CM will meet and communicate with the PHN on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
<b>Subtotal Personnel</b>		<b>\$155,259.00</b>	
<b>Benefits (43.07 % of Personnel)</b>	43.07%	<b>\$66,864.00</b>	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
<b>Total Personnel Expenses</b>		<b>\$222,123.00</b>	
<b>NON-PERSONNEL EXPENSES</b>			
<b>Communications</b>		<b>\$6,308.00</b>	Communication system, wifi, email, landline, cell phones at \$413.17/month. Virtual Case Management to 15 clients @ \$30 internet service for 3 months. \$30 x 15 x 3 months= \$1,350.
<b>Office Supplies</b>		<b>\$1,000.00</b>	Office supplies at \$83.33/month for staff to complete their essential functions.

<b>Printing</b>	<b>\$500.00</b>	Printing of materials for outreach and educational materials including copies.
<b>Postage</b>	<b>\$300.00</b>	Mail and postage.
<b>Equipment</b>	<b>\$4,500.00</b>	\$1,500 x 3 laptops.
<b>Travel</b>	<b>\$3,250.00</b>	3 Employees mileage reimbursement at \$0.55/mile. Total miles for family visitations and outreach approximately 5,909 miles.
<b>Training</b>	<b>\$900.00</b>	Training expenses for 3 staff. Family Planning Health Worker Certification training @ \$300/staff.
<b>Total Non-Personnel Expenses</b>	<b>\$16,758.00</b>	
<b>INDIRECT/OVERHEAD EXPENSE</b> 15% of Direct Expenses (Direct Expenses = Personnel + Non-Personnel)	<b>\$35,832.00</b>	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.
<b>OTHER COSTS</b>		
<b>Audit Expenses</b>	<b>\$287.00</b>	Audit cost is 0.12% of Direct Expenses.
<b>TOTAL EXPENSES</b> (Personnel + Non-Personnel + Indirect)	<b>\$275,000.00</b>	

**In-kind Project Staff Time:**

Project Director	Oversees and coordinates all activities and communication with Project Coordinator (PC) and Fresno County Department of Public Health. Provides direct and indirect supervision of project activities, implementation, contract compliance, quality assurance, budget adherence and program outcomes. Oversees activities and efforts in building relationships with stakeholders and collaborative partners. Will work closely with the Project Coordinator and team. Salary and Fringe Benefits @ 5% FTE; \$9,059 value.
Project Manager	Project Manager (PM) will provide support to the Project Coordinator and training of Case Managers on Evidence-Based Program Models and Medi-cal Referrals. Salary and Fringe Benefits @ 5% FTE; \$4,485 value.



**Fresno Economic Opportunities Commission**  
July 1, 2021 - June 30, 2022

BUDGET CATEGORIES	Hourly Rate	Total Cost	Description of Role/Justification
<b>PERSONNEL/STAFFING EXPENSES</b>			
Program Coordinator (1.0 FTE)	\$33.62	<b>\$67,530.00</b>	The Project Coordinator (PC) will provide oversight of the Case Managers (CM) and coordinate the home visitations with the Fresno County Department of Public Health. The PC will also be responsible for program reporting and financial oversight of project.
Case Manager (1.0 FTE)	\$23.00	<b>\$44,850.00</b>	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
Case Manager (1.0 FTE)	\$23.00	<b>\$44,850.00</b>	CM will meet and communicate with the PHN on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
<b>Subtotal Personnel</b>		<b>\$157,230.00</b>	
<b>Benefits (43.07 % of Personnel)</b>	43.07%	<b>\$64,893.00</b>	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
<b>Total Personnel Expenses</b>		<b>\$222,123.00</b>	
<b>NON-PERSONNEL EXPENSES</b>			
<b>Communications</b>		<b>\$6,308.00</b>	Communication system, wifi, email, landline, cell phones at \$413.17/month. Virtual Case Management to 15 clients @ \$30 internet service for 3 months. \$30 x 15 x 3 months= \$1,350.
<b>Office Supplies</b>		<b>\$1,000.00</b>	Office supplies at \$83.33/month for staff to complete their essential functions.

<b>Printing</b>	<b>\$500.00</b>	Printing of materials for outreach and educational materials including copies.
<b>Postage</b>	<b>\$300.00</b>	Mail and postage.
<b>Rent</b>	<b>\$4,500.00</b>	\$375/month X 12 months
<b>Travel</b>	<b>\$3,250.00</b>	3 Employees mileage reimbursement at \$0.55/mile. Total miles for family visitations and outreach approximately 5,909 miles.
<b>Training</b>	<b>\$900.00</b>	Training expenses for 3 staff. Family Planning Health Worker Certification training @ \$300/staff.
<b>Total Non-Personnel Expenses</b>	<b>\$16,758.00</b>	
<b>INDIRECT/OVERHEAD EXPENSE</b> <b>15% of Direct Expenses</b> (Direct Expenses = Personnel + Non-Personnel)	<b>\$35,472.00</b>	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, janitorial services, supplies, repairs/maintenance and yard maintenance.
<b>OTHER COSTS</b>		
<b>Audit Expenses</b>	<b>\$287.00</b>	Audit cost is 0.12% of Direct Expenses.
<b>Insurance</b>	<b>\$360.00</b>	Liability insurance, approximately \$30 monthly x 12 months.
<b>TOTAL EXPENSES</b> (Personnel + Non-Personnel + Indirect)	<b>\$275,000.00</b>	

**In-kind Project Staff Time:**

Project Director

Oversees and coordinates all activities and communication with Project Coordinator (PC) and Fresno County Department of Public Health. Provides direct and indirect supervision of project activities, implementation, contract compliance, quality assurance, budget adherence and program outcomes. Oversees activities and efforts in building relationships with stakeholders and collaborative partners. Will work closely with the Project Coordinator and team. Salary and Fringe Benefits @ 5% FTE; \$9,059 value.

Project Manager

Project Manager (PM) will provide support to the Project Coordinator and training of Case Managers on Evidence-Based Program Models and Medi-cal Referrals. Salary and Fringe Benefits @ 5% FTE; \$4,485 value.

**Fresno Economic Opportunities Commission**  
July 1, 2022 - June 30, 2023

BUDGET CATEGORIES	Hourly Rate	Total Cost	Description of Role/Justification
<b>PERSONNEL/STAFFING EXPENSES</b>			
Program Coordinator (1.0 FTE)	\$35.33	<b>\$68,892.00</b>	The Project Coordinator (PC) will provide oversight of the Case Managers (CM) and coordinate the home visitations with the Fresno County Department of Public Health. The PC will also be responsible for program reporting and financial oversight of project.
Case Manager (1.0 FTE)	\$23.69	<b>\$46,196.00</b>	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
Case Manager (1.0 FTE)	\$23.69	<b>\$46,196.00</b>	CM will meet and communicate with the PHN on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
<b>Subtotal Personnel</b>		<b>\$161,284.00</b>	
<b>Benefits (32.3 % of Personnel)</b>	32.30%	<b>\$52,095.00</b>	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
<b>Total Personnel Expenses</b>		<b>\$213,379.00</b>	
<b>NON-PERSONNEL EXPENSES</b>			
<b>Communications</b>		<b>\$8,864.00</b>	Communication system, wifi, email, landline, cell phones at \$738.67/month.
<b>Office Supplies</b>		<b>\$1,524.00</b>	Office supplies at \$127/month for staff to complete their essential functions.

<b>Printing</b>	<b>\$500.00</b>	Printing of materials for outreach and educational materials including copies.
<b>Postage</b>	<b>\$50.00</b>	Mail and postage.
<b>Rent</b>	<b>\$8,500.00</b>	\$708.33/month X 12 months
<b>Travel</b>	<b>\$5,000.00</b>	3 Employees mileage reimbursement at \$0.55/mile. Total miles for family visitations and outreach approximately 9,091 miles.
<b>Training</b>	<b>\$900.00</b>	Training expenses for 3 staff. Family Planning Health Worker Certification training @ \$300/staff.
<b>Total Non-Personnel Expenses</b>	<b>\$25,338.00</b>	
<b>INDIRECT/OVERHEAD EXPENSE</b> <b>15% of Direct Expenses</b> (Direct Expenses = Personnel + Non-Personnel)	<b>\$35,808.00</b>	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, janitorial services, supplies, repairs/maintenance and yard maintenance.
<b>OTHER COSTS</b>		
<b>Insurance</b>	<b>\$475.00</b>	Liability insurance, approximately \$39.58 monthly x 12 months.
<b>TOTAL EXPENSES</b> (Personnel + Non-Personnel + Indirect)	<b>\$275,000.00</b>	

**In-kind Project Staff Time:**

Project Director

Oversees and coordinates all activities and communication with Project Coordinator (PC) and Fresno County Department of Public Health. Provides direct and indirect supervision of project activities, implementation, contract compliance, quality assurance, budget adherence and program outcomes. Oversees activities and efforts in building relationships with stakeholders and collaborative partners. Will work closely with the Project Coordinator and team. Salary and Fringe Benefits @ 5% FTE; \$9,059 value.

Project Manager

Project Manager (PM) will provide support to the Project Coordinator and training of Case Managers on Evidence-Based Program Models and Medi-cal Referrals. Salary and Fringe Benefits @ 5% FTE; \$4,485 value.

**Fresno Economic Opportunities Commission**  
July 1, 2023 - June 30, 2024

BUDGET CATEGORIES	Hourly Rate	Total Cost	Description of Role/Justification
<b>PERSONNEL/STAFFING EXPENSES</b>			
Program Coordinator (1.0 FTE)	\$36.21	<b>\$70,616.00</b>	The Project Coordinator (PC) will provide oversight of the Case Managers (CM) and coordinate the home visitations with the Fresno County Department of Public Health. The PC will also be responsible for program reporting and financial oversight of project.
Case Manager (1.0 FTE)	\$24.28	<b>\$47,350.00</b>	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
Case Manager (1.0 FTE)	\$24.28	<b>\$47,350.00</b>	CM will meet and communicate with the PHN on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services to provide clients with social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
<b>Subtotal Personnel</b>		<b>\$165,316.00</b>	
<b>Benefits (32.30 % of Personnel)</b>	32.30%	<b>\$53,397.00</b>	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
<b>Total Personnel Expenses</b>		<b>\$218,713.00</b>	
<b>NON-PERSONNEL EXPENSES</b>			
<b>Communications</b>		<b>\$8,520.00</b>	Communication system, wifi, email, landline, cell phones at \$710/month.
<b>Office Supplies</b>		<b>\$584.00</b>	Office supplies at \$48.66/month for staff to complete their essential functions.

<b>Printing</b>	<b>\$500.00</b>	Printing of materials for outreach and educational materials including copies.
<b>Rent</b>	<b>\$4,500.00</b>	\$375/month X 12 months
<b>Travel</b>	<b>\$5,000.00</b>	3 Employees mileage reimbursement at \$0.55/mile. Total miles for family visitations and outreach approximately 9,091 miles.
<b>Training</b>	<b>\$900.00</b>	Training expenses for 3 staff. Family Planning Health Worker Certification training @ \$300/staff.
<b>Total Non-Personnel Expenses</b>	<b>\$20,004.00</b>	
<b>INDIRECT/OVERHEAD EXPENSE</b> <b>15% of Direct Expenses</b> (Direct Expenses = Personnel + Non-Personnel)	<b>\$35,808.00</b>	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, janitorial services, supplies, repairs/maintenance and yard maintenance.
<b>OTHER COSTS</b>		
<b>Insurance</b>	<b>\$475.00</b>	Liability insurance, approximately \$39.58 monthly x 12 months.
<b>TOTAL EXPENSES</b> (Personnel + Non-Personnel + Indirect)	<b>\$275,000.00</b>	

**In-kind Project Staff Time:**

Project Director

Oversees and coordinates all activities and communication with Project Coordinator (PC) and Fresno County Department of Public Health. Provides direct and indirect supervision of project activities, implementation, contract compliance, quality assurance, budget adherence and program outcomes. Oversees activities and efforts in building relationships with stakeholders and collaborative partners. Will work closely with the Project Coordinator and team. Salary and Fringe Benefits @ 5% FTE; \$9,059 value.

Project Manager

Project Manager (PM) will provide support to the Project Coordinator and training of Case Managers on Evidence-Based Program Models and Medi-cal Referrals. Salary and Fringe Benefits @ 5% FTE; \$4,485 value.