

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated July 14, 2026 and is between InTelegy Corp., a California for-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On October 10, 2023, the County and the Contractor entered into an Agreement for organizational consulting services, which is County Agreement number 23-549 ("Agreement"), for ongoing service and practice enhancement support.

B. On August 6, 2024, the County and the Contractor entered into Amendment No. 1 to Agreement to increase utilization of Contractor services for services and project enhancement support and increase the maximum compensation.

C. The County continues to implement and refine enhancements to child welfare policies and procedures to improve service delivery and outcomes for children and families.

D. The County has identified a need for continued coaching and capacity-building support for leadership and management staff to effectively implement high-level strategic initiatives. Utilization under the original agreement has expanded to include additional high-impact projects that support systemic improvements in child welfare services, social services administration, and In-Home Supportive Services.

E. The County and the Contractor now desire to further amend the Agreement to extend the term to include two optional twelve-month extensions and increase maximum compensation.

The parties therefore agree as follows:

1. In Article 4, subsection 1 of the Agreement as previously amended located at page 3 line 17 through page 3 line 26 is deleted in its entirety and replaced with the following:

"Total Maximum Compensation. The maximum compensation payable to the Contractor under this Agreement is One Million Five Hundred Eighty-Six Thousand Four Hundred Thirty-Nine and No/100 dollars (\$1,586,439) for the Period of September 1, 2023, through September 30, 2026, with two optional

1 twelve (12) month periods. For actual services provided pursuant to the terms of
2 this Agreement, County agrees to pay Contractor and Contractor agrees to
3 receive compensation in accordance with Revised Exhibit B-1, Budget Summary.
4 In no event shall compensation paid for services performed under this agreement
5 be in excess of One Million Five Hundred Eighty-Six Thousand Four Hundred
6 Thirty-Nine and No/100 dollars (\$1,586,439) during the term of this Agreement.”

7 2. Article 5, subsections 1 and 2 of the Agreement as previously amended located at page
8 7 line 22 through page 8 line 3 is deleted in its entirety and replaced with the following:

9 “5.1 **Term.** This Agreement is effective September 1, 2023, and will remain
10 effective through September 30, 2026, except as provided in section
11 5.2, ‘Extension,’ or Article 7, ‘Termination and suspension, below.

12 5.2 **Extension.** The term of this Agreement may be extended for two (2),
13 additional consecutive twelve (12) month periods only upon written approval of
14 both parties at least thirty (30) days before the first day of the twelve-month
15 extension period. The County’s DSS Director, or designees, are authorized to
16 sign the written approval on behalf of the County based on the Contractor’s
17 satisfactory performance. The extension of this Agreement by the County is not a
18 waiver of compromise of any default or breach of this agreement by the
19 Contractor existing at the time of the extension whether or not known to the
20 County.”

21 3. Article 11, Subsection 4 of the Agreement as previously amended located at page 16
22 line 6 through page 17 line 5 is deleted in its entirety and replaced with the following:

23 “11.4 **Single Audit Clause.** If Contractor expends One Million and No/100 Dollars
24 (\$1,000,000.00) or more in Federal and Federal flow-through monies, Contractor
25 agrees to conduct an annual audit in accordance with the requirements of the Single
26 Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200.
27 Contractor shall submit said audit and management letter to County. The audit must
28 include a statement of findings or a statement that there were no findings. If there

1 were negative findings, Contractor must include a corrective action plan signed by an
2 authorized individual. Contractor agrees to take action to correct any material non-
3 compliance or weakness found as a result of such audit. Such audit shall be
4 delivered to County's DSS Finance Division for review within nine (9) months of the
5 end of any fiscal year in which funds were expended and/or received for the
6 program. Failure to perform the requisite audit functions as required by this
7 Agreement may result in County performing necessary audit tasks, or a County'
8 option, contracting with a public accountant to perform said audit, or may result in the
9 inability of County to enter into future agreements with Contractor. All audit costs
10 related to this agreement are the sole responsibility of Contractor.

11 A single audit report is not applicable if Contractor's Federal contracts do not
12 exceed the One Million and No/100 Dollars (\$1,000,000.00) requirement or
13 Contractor's only funding is through Drug-related Medi-Cal. If a single audit is not
14 applicable, a program audit must be performed and a program audit report with
15 management letter shall be submitted by Contractor to County as a minimum
16 requirement to attest to Contractor solvency. Said audit report shall be delivered to
17 County DSS Finance Division for review no later than nine (9) months after the close
18 of the fiscal year in which the funds supplied through this Agreement are expended.
19 Failure to comply with this act may result in County performing the necessary audit
20 tasks or contracting with a qualified accountant to perform said audit. All audit costs
21 to this Agreement are the sole responsibility of Contractor who agrees to take
22 corrective action to eliminate any material noncompliance or weakness found as a
23 result of such audit. Audit work performed by County under this paragraph shall be
24 billed to Contractor at County cost, as determined by County's Auditor-
25 Controller/Treasurer-Tax Collector."

26 4. Article 16, subsection 1 of the Agreement as previously amended located at page 22 line
27 18 though Page 3 line 19 is deleted in its entirety and replaced by the following:
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1 “16.1 **Applicability.** This Article 16 applies if the Contractor is operating as a
2 corporation or changes its status to operate as a corporation.”

3 5. All references in the Agreement to the “Exhibit A” shall be deemed references to
4 “Revised Exhibit A-1”, which is attached and incorporated by this reference.

5 6. All references in the Agreement to the “Exhibit B” shall be deemed references to
6 “Revised Exhibit B-1”, which is attached and incorporated by this reference.

7 7. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
8 1, and this Amendment No. 2 together constitute the Agreement.

9 8. The Contractor represents and warrants to the County that:

10 a. The Contractor is duly authorized and empowered to sign and perform its obligations
11 under this Amendment.

12 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
13 to do so and his or her signature on this Amendment legally binds the Contractor to
14 the terms of this Amendment.

15 9. The parties agree that this Amendment may be executed by electronic signature as
16 provided in this section.

17 a. An “electronic signature” means any symbol or process intended by an individual
18 signing this Amendment to represent their signature, including but not limited to (1) a
19 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20 electronically scanned and transmitted (for example by PDF document) version of an
21 original handwritten signature.

22 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Amendment for all purposes, including but not limited to evidentiary proof in any
25 administrative or judicial proceeding, and (2) has the same force and effect as the
26 valid original handwritten signature of that person.

1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
3 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken and satisfied
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6 through (5), and agrees that each other party may rely upon that representation.

7 e. This Amendment is not conditioned upon the parties conducting the transactions
8 under it by electronic means and either party may sign this Amendment with an
9 original handwritten signature.

10 10. This Amendment may be signed in counterparts, each of which is an original, and all of
11 which together constitute this Amendment.

12 11. The Agreement, as previously amended, as amended by this Amendment No. 2 is
13 ratified and continued. All provisions of the Agreement, as previously amended, and not
14 amended by this Amendment No. 2 remain in full force and effect.

15 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 InTelegy Corp.
4

COUNTY OF FRESNO

5 Carole Dotson

6 Carole Dotson, CEO

7 PO Box 2578
8 Danville, CA 94506

Garry Bredefeld

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

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

10 By: Alexander Vini
11 Deputy

12 For accounting use only:

13 Org No.: 56107001
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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SUMMARY OF SERVICES

ORGANIZATION: InTelegy Corp.

SERVICES: Organizational Project Planning and Implementation Consulting

ADDRESS: PO Box 2578, Danville, CA 94526

TELEPHONE: (925) 855-6601

CONTACT PERSON: Carole Dotson

CONTACT EMAIL: cdotson@intelegy.com

CONTRACT TERM: September 1, 2023 – September 30, 2026

OPTIONAL EXTENSIONS: October 1, 2026 – September 30, 2027
October 1, 2027 – September 30, 2028

Overview

InTelegy (Contractor) will provide project management support to define, prioritize, and develop or implement project initiatives in Child Welfare, Adult Services, and/or other divisions of the Department of Social Services (Department) as needed.

Scope of Work

The following sections outline the overall approach and structure of the partnership between InTelegy and the Department to identify current and potential projects or initiatives for improvement or redesign.

- I. **Identified Projects:** InTelegy will work with the Department to identify, analyze, and categorize departmental projects, initiatives, workgroups, and business processes that are determined, by the Department, to need improvement or redesign. The Department may provide InTelegy with a list of projects, initiatives, workgroups, and business processes identified to move forward to the planning and prioritization stage. InTelegy may also be directed to do a Needs Assessment for any division to identify areas for improvement.
- II. **InTelegy Supported Planning and Prioritization:** InTelegy will support Department leadership with setting project goals and objectives. The following steps may be completed at the discretion of the Department:
 - a. **Branch/Division Goal Setting:** Support the leadership team as they develop strategic goals to guide the identification and prioritization of strategic projects.
 - i. Support Deputy Directors on the development of planning sessions' agenda and facilitation
 - ii. Document outcomes of planning and work through edits and finalization
 - iii. Facilitate follow up session(s) to bridge goals with priority projects

- b. Project Definition:** Meet with identified project leads to complete project definition step. Define each identified project or initiative with the following clarification:

- i. Project Name
- ii. Description/Purpose Statement
- iii. Proposed Benefits/ Identified Risks
- iv. Timeline Objectives
- v. Proposed Project Scope (continuation of effort underway, new workgroup, research)

- c. Prioritization:** Based on the defined objectives and timelines of each project the leadership team will be presented with the opportunity to prioritize projects and assign staff as needed for completion. InTelegy will facilitate this effort and help document and refine objectives and timelines based on priority decisions.

III. InTelegy Supported Project Management: InTelegy will work with the Department leadership team to implement a project management structure to these existing initiatives. The following steps are suggested, but may be modified at the discretion of the Department:

- a. Project Management Tools for Implementation:** Priority projects will be supported with the development or refinement of a project plan, workgroup structure, status reporting and recommendation or implementation plan documentation. InTelegy will also assist the Department with clear consistent messaging of any new processes or procedures to Department staff.
- b. Project facilitation through implementation:** The InTelegy consultant(s) may be utilized as project management support and subject matter experts for identified enhancement projects. In this role the InTelegy consultant(s) will work side by side with division leadership and management to drive improvements or changes. This process will include engagement of staff and outside partners as required. The InTelegy consultant(s) will act as facilitators and project managers as required.
- c. Executive Oversight:** InTelegy will support identified Department project leads with the development of status reporting to the Executive Team monthly to ensure priority projects get the input and approval needed to stay on time and implement successfully

Budget		
InTelegy Corp.		
Organizational Project Planning and Implementation Consulting		
InTelegy Corporation Consulting Support Budget		
Consulting Services	880 hours projected @\$250/hour	\$1,556,250
Travel – If necessary, to meet with Department staff.	If required, travel will be billed on a pass-through basis.	\$30,189
Budget Total		\$1,586,439