

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 9th day of April, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Focus Forward, a 501c3 non-profit organization, whose address is 3333 E. American Avenue, Suite B, Fresno, California, 93725, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-187, dated May 10, 2016 ("Agreement"), pursuant to which CONTRACTOR agreed to provide in-custody and post-release re-entry services to COUNTY for youth committed to the Juvenile Justice Campus ("JJC") Commitment facility, as outlined in Request for Proposal (RFP) #952-5403; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement, dated April 4, 2017 ("First Amendment"), to expand the program to allow services to include foster care youth in group homes and foster care youth placed with foster parents; and

WHEREAS, COUNTY and CONTRACTOR desire to again amend the Agreement in order to expand the foster care youth in group homes and foster care youth placed with foster parents program, and to increase the maximum compensation amount payable to CONTRACTOR accordingly.

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

1. Section 1(D) of the Agreement, "OBLIGATIONS OF THE CONTRACTOR," at page 2, lines 8 through 12, is deleted in its entirety, and replaced with the following:

"D. PREP shall be staffed by CONTRACTOR with at least 4.0 full-time equivalent Social Workers who possess a minimum degree of a Bachelor of Art/Science in Social Work, or closely related field for the social work component, and at least 2.5 full-time equivalent personnel possessing a minimum education of a High School Diploma, or

equivalent, for the family support component.”

2. Section 5 of the Agreement, “COMPENSATION/INVOICING,” beginning on page 4, lines 20 and ending on page 5, line 7, is deleted in its entirety, and replaced with the following:

“COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation in accordance with the line item program budget set forth in Exhibit D, attached hereto and incorporated herein by reference.

Under no circumstances shall payments made by the COUNTY to CONTRACTOR under this Agreement exceed \$229,800 from June 1, 2016 until the effective date of the First Amendment to this Agreement. Under no circumstances shall payments made by the COUNTY to CONTRACTOR under this Agreement exceed \$59,632 from the effective date of the First Amendment to the Agreement until May 31, 2017. Under no circumstances shall payment made by the COUNTY to CONTRACTOR under this Agreement exceed \$357,794 annually, from June 1, 2017 through May 31, 2019. Under no circumstances shall payment made under this Agreement exceed \$444,877 annually from June 1, 2019, until the termination of this Agreement. The maximum amount payable by the COUNTY to the CONTRACTOR under this Agreement for the potential five (5) year Agreement term shall not exceed \$1,894,774. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

CONTRACTOR shall submit monthly invoices for actual program expenses to the County of Fresno Probation Department, either by mail to the Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725, or electronically to:

ProbationInvoices@co.fresno.ca.us. Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR'S invoices by COUNTY'S Probation Department.”

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2 3. Exhibit F is deleted, and the attached new Exhibit F is attached, incorporated by this
3 reference and made a part of this Agreement.

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

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

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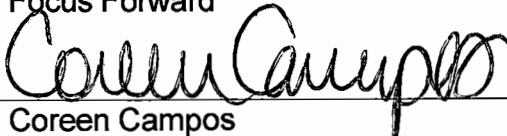
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

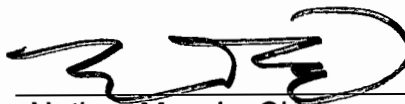
3 **CONTRACTOR**

4 Focus Forward

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6 Coreen Campos
Chief Executive Officer

COUNTY OF FRESNO

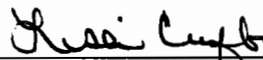


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

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

By:



Deputy

23 FOR ACCOUNTING USE ONLY

24 Fund No.: 0001
25 Subclass No.: 10000
26 Org. No.: 34321970 3430 9999
27 Acct. No.: 7295
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Organization/Agency: Focus Forward		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Narrative
Regular Salaries	\$ 42,440	.10 FTE Coordinator, 1 FTE Social Worker
Unemployment Insurance	378	5.4% of first \$7,000 of salaries
Retirement Contribution	1,698	pro rata share for Coordinatr and 1 FTE SW
OASDI Contribution	2,631	pro rata share for Coordinatr and 1 FTE SW
Workers Comp Contribution	594	pro rata share for Coordinatr and 1 FTE SW
Health Insurance Contribution	2,400	pro rata share for Coordinatr and 1 FTE SW
Other (describe)	615	Medicare Expense (1.45% of salaries)
Object Total	\$ 50,756	
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies		
Mobile Communication		
Telephone Charges	1200	Monthly service for mobile phones (\$100/mo)
Food/Household Expense		
Liability Insurance	792	\$66/month
Office Expense	1,854	General supplies (\$154.50/mo.)
PeopleSoft HR Charge	126	\$10.50/mo.
PeopleSoft Financials Charge	1,200	\$100/month
Trans, Travel & Education	2,436	350 miles/mo at \$.58/mile
Other (Program Supplies)	3,000	Excursions, supportive services, parent handbooks, bus passes, credentials etc.
Other (Training)	1,240	Cover costs of trainings/conferences/webinars
Other (Intern/Volunteer Incentives)	5,000	Scholarships, stipeneds, Reimbursments for Traveling Expenses and/or other Incentives to Reward their Commitment
Other (Rent& Utilities)	4,620	Community Space Rental (\$385/month)
Other (Program Evaluator)	3500	pro-rata share of PREP evaluation for program
Object Total	\$ 24,968	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$	
INDIRECT COST - Max. of 15% of the total program budget per Cost Proposal guidelines		
Object Total	\$ 11,359	15% of total program budget
TOTAL BUDGET	\$ 87,083	