

1 **AMENDMENT NO. 3 TO SERVICE AGREEMENT**

2 This Amendment No. 3, to Service Agreement ("Amendment No. 3") is dated
3 _____ and is between Exceptional Parents Unlimited, a California non-profit
4 organization ("Contractor"), and the County of Fresno, a political subdivision of the State of
5 California ("County").

6 **Recitals**

7 A. On October 6, 2020, the County and the Contractor entered into a service agreement,
8 which is County agreement number A-20-405, to provide research-based and evidence-
9 informed home visitation services to underserved families with children ages 0-5 to COUNTY.

10 B. On June 21, 2022, the County and the Contractor entered into a First Amendment to
11 Agreement, which is County agreement number A-22-288, to continue the services for an
12 extended term of July 1, 2022 to June 30, 2024.

13 C. On June 18, 2024, the County and the Contractor entered into a Second Amendment to
14 Agreement, which is County agreement number A-24-332 (Agreement number A-20-405, First
15 Amendment to Agreement number A-22-288, and Second Amendment to Agreement number A-
16 24-332, shall be referred to herein as "the Agreement"), to revise the scope of work to provide
17 home visitation services to unduplicated families with at least one (1) parent/caregiver attending
18 each event and continue services for an extended term of July 1, 2024 to June 30, 2026.

19 D. On March 11, 2026, the Children and Families Commission of Fresno County, California
20 (First 5) approved an agreement renewal for the Community Health Teams program, to increase
21 the funding and extend the Fresno County Department of Public Health's Community Health
22 Teams Program's home visitation services for one additional year.

23 E. The County and the Contractor now desire to further amend the Agreement to extend
24 the term for a final twelve (12) month period, through June 30, 2027, and increase the annual
25 compensation.

26 The parties therefore agree as follows:

27 1. Section 3 of the Agreement, as previously amended, located on Page 2, Lines 5 through
28 10, is deleted in its entirety and replaced with the following:

1 "The term of this Agreement shall be for a period of seven (7) years,
2 commencing on July 1, 2020 through and including June 30, 2027."

3 2. Section 5 of the Agreement, located on Page 3, Lines 13 through 16, is deleted in its
4 entirety and replaced with the following:

5 "For the term July 1, 2020 through June 30, 2026, in no event shall services
6 performed under this Agreement be in excess of Two Hundred Seventy-Five
7 Thousand and No/100 Dollars (\$275,000.00) for each of the twelve (12) month
8 period. For the term July 1, 2026 through June 30, 2027, in no event shall
9 services performed under this Agreement be in excess of Two Hundred Ninety-
10 Five Thousand and No/100 Dollars (\$295,000.00). It is understood that all
11 expenses incidental to CONTRACTOR'S performance of services under this
12 Agreement shall be borne by CONTRACTOR."

13 3. That all references in the Agreement to "Second Revised Exhibit B" shall be changed to
14 read "Third Revised Exhibit B", where appropriate, attached hereto and incorporated herein by
15 reference.

16 4. Section 3 of the Agreement, as previously amended, located on Page 2, Lines 5 through
17 10, is deleted in its entirety and replaced with the following:

18 "The initial term of this Agreement shall be for a period of seven (7) years,
19 commencing on July 1, 2020 through and including June 30, 2027."

20 5. When both parties have signed this Amendment No. 3, the Agreement, First Amendment
21 to Agreement, Second Amendment to Agreement, and this Amendment No. 3 together
22 constitute the Agreement.

23 6. The Contractor represents and warrants to the County that:

- 24 a. The Contractor is duly authorized and empowered to sign and perform its obligations
25 under this Amendment.
- 26 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
27 to do so and his or her signature on this Amendment legally binds the Contractor to
28 the terms of this Amendment.

1 7. The parties agree that this Amendment may be executed by electronic signature as
2 provided in this section.

3 a. An "electronic signature" means any symbol or process intended by an individual
4 signing this Amendment to represent their signature, including but not limited to (1) a
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
6 electronically scanned and transmitted (for example by PDF document) version of an
7 original handwritten signature.

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

13 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
14 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
15 2, Title 2.5, beginning with section 1633.1).

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

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

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


24 9. The Agreement as previously amended by this Amendment No. 3 is ratified and
25 continued. All provisions of the Agreement as previously amended and not amended by this
26 Amendment No. 3 remain in full force and effect.

27 [SIGNATURE PAGE FOLLOWS]
28

1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 Exceptional Parents Unlimited

COUNTY OF FRESNO

4
5 
6 _____
7 Lowell J. Ens, President & Chief Executive
8 Officer

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

9 4440 N. First St.
10 Fresno, CA 93726

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

11 By: _____
Deputy

12 For accounting use only:

13 Org No.: 56201670
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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Exceptional Parents Unlimited

July 1, 2026 - June 30, 2027

BUDGET CATEGORIES	Annual Salary or Hourly Rate	Total Cost	Description of Role/Justification
PERSONNEL/STAFFING EXPENSES			
Director of Parenting Services (.10 FTE)	\$100,000.00	\$10,000.00	Oversight of program & supervision of LAP Manager, Behavioral Health Clinician, and Data Management Assistant. (\$100,000x.10= \$10,000)
Program Manager (.60 FTE)	\$79,567.00	\$47,740.00	Supervision of Home Visitors, monthly reporting , assist with time studies. (\$79,567x.6 FTE= \$47,740)
Behavioral Health Clinician (.044 FTE)	\$43.04	\$3,939.00	Provides mental health assessment, mental health consultation & support to families, & linkages to mental health services for long-term treatment. (\$43.04 x 2,080 x.044= \$3,939)
Home Visitor (1 FTE)	\$25.50	\$53,040.00	Provides direct services to families, facilitates Nurturing Parenting curriculum, conducts ASQ/ASQ:SE, and provides linkages to Help Me Grow and other community resources. (\$25.50 x 2,080 x 1 FTE= \$53,040)
Home Visitor (.85 FTE)	\$28.84	\$50,989.00	Provides direct services to families, facilitates Nurturing Parenting curriculum, conducts ASQ/ASQ:SE, and provides linkages to Help Me Grow and other community resources. (\$28.84 x 2,080 x 0.85 FTE= \$50,989).
Data Management Coordinator (0.10 FTE)	\$34.66	\$7,209.00	Responsible for entering data for families in the program into the data system, file management, and clerical support for the program. (\$34.66 x 2,080 x .10 FTE= \$7,209)
Subtotal Personnel (2.694 FTE)		\$172,917.00	
Benefits (22.40266 % of Personnel)	22.40266%	\$38,738.00	Includes Health, Dental & Vision Insurance, Pension, FICA, SUI, & Worker's Compensation Insurance. (\$172,917 x .2240266 = \$38,738)
Total Personnel Expenses		\$211,655.00	
NON-PERSONNEL EXPENSES			
Communications		\$3,180.00	Communications budgeted @ \$265/mo. X 12 mos. = \$3,180. This includes cell phone reimbursement for staff using personal phones for business purposes, VOIP phones, internet, and data.
Office Supplies		\$3,941.00	Office supplies, paper, postage, shredding, data system licenses, employee verifications, and outreach supplies budgeted at \$148.83/mo. x 12 mos. = \$1,786. Apricot license is \$800 x 2.694 FTE= \$2,155. Costs are budgeted based upon FTE's per program, per location.
Facilities		\$25,560.00	Cost of facilities is allocated based upon FTE's per program at our Kings Canyon location for 2.45 FTE and our First St. location at .244 FTE. Facility cost is budgeted at \$2,130/mo. X 12 mos. = \$25,560. This includes rent, maintenance, janitorial (services and supplies), security alarm, and utilities.
Equipment Rent		\$480.00	Copier lease budgeted at \$27.35/mo. X 12 mos. = \$328.20. Server lease budgeted at \$12.65/mo. X 12 mos. = \$151.8. Cost is based on FTE's per program. Total = \$480.
Travel		\$3,644.00	Mileage reimbursement for travel to client homes budgeted at IRS rate. Staff can also use Agency owned vehicles for home visits. Cost of gas and maintenance would be charged to grant (in lieu of mileage reimbursement). \$303.67 x 12 mo= \$3,644.
Training		\$1,200.00	Agency required training including Mandated Reporter, CPR, HIPAA, and other training directly related to job responsibility is budgeted at \$445.43/FTE x 2.694 FTE's = \$1,200.
Program Supplies		\$2,400.00	Program Supplies include: AAP's @ 50 parents x 3 assessments/year x \$2.50 each = \$375; Nurturing Parenting (NP) books @ \$15 x 50 = \$750; books for monthly literacy program budgeted at \$525; craft supplies @ \$15/parent x 50 = \$750. Total budget = \$2,400.
Professional Services		\$2,100.00	Network Management Services budgeted at \$175/mo. X 12 mos. = \$2,100. Cost based on FTE's and is 3% of total cost to Agency.

Insurance & Audit	\$4,612.00	General Liability & Property Insurance budgeted @ \$301/mo. X 12 mos. = \$3,612. Based upon FTE's per program, amount is approx. 3% of total. Portion of annual agency audit budgeted @ \$1,000 or 3% of total cost.
Total Non-Personnel Expenses	\$47,117.00	
INDIRECT/OVERHEAD EXPENSE 14% of Direct Expenses (Direct Expenses = Personnel + Non-Personnel)	\$36,228.00	Indirect rate of 14% calculated on total expenses before indirect = \$258,772 x .14 = \$36,228. Includes CEO, CFO, Human Resources, Data Mgr., Accounting, Payroll, & Accounts Payable.
TOTAL EXPENSES (Personnel + Non-Personnel + Indirect)	\$295,000.00	