

1 **AMENDMENT NO. 2 TO SERVICE AGREEMENT**

2 This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated
3 _____ and is between Focus Forward, a Californian non-profit public benefit
4 corporation, whose address is 3333 E. American Avenue, Fresno CA 93725 (“Contractor”), and
5 the County of Fresno, a political subdivision of the State of California (“County”).

6 **Recitals**

7 A. On October 25, 2022, the County and the Contractor entered into an “Agreement for
8 Foster Youth Supervision”, which is County agreement number 22-488 (“Agreement”), for
9 afterhours and weekend supervision of youth who are in the care or jurisdiction of the County
10 Department of Social Services (“DSS”)

11 B. On May 21, 2024, the County and the Contractor entered into Amendment No. 1, which
12 is identified as COUNTY Agreement No. A-24-240 (“Amendment No. 1”), with Focus Forward to
13 increase the maximum compensation and rates to allow for increased use of Contractors
14 services for Foster Youth Supervision.

15 C. The County later identified a need to increase the term by an extra year and increase
16 rates to allow for additional use of Contractors services for Foster Youth Supervision.

17 D. The County and the Contractor now desire to further amend the Agreement to extend
18 the term for an extra year of service and increase the rates of service.

19 The parties therefore agree as follows:

20 1. Section 2 “Term” of the Agreement located at page 2, beginning at line 1 is deleted in
21 its entirety and replaced with the following:

22 **“2. TERM**

23 The term of this Agreement shall commence on November 1, 2022 through and
24 including June 30, 2027.”

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

27 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment
28 No. 1 and this Amendment No. 2 together constitute the Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 4. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.
- 5. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
 - c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
 - d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
 - e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.
- 7. The Agreement, as previously amended, and as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement, as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

3 Focus Forward

COUNTY OF FRESNO

4
5 
6 _____
Joanna Litchenberg, CEO

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

7 3333 E. American Avenue Suite B
8 Fresno, CA 93725

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

9
10
11 By: _____
Deputy

12 For accounting use only:

13 Org No.: 56107001
14 Account No.: 7870/0
15 Fund No.: 0001
16 Subclass No.: 10000
17
18
19
20
21
22
23
24
25
26
27
28

**BUDGET
SUMMARY**

Supervision of
Foster Youth
Focus Forward

November 1, 2022, to June 30, 2023

July 1, 2023, to June 30, 2024

July 1, 2024, to June 30, 2025

July 1, 2025, to June 30, 2026

July 1, 2026, to June 30, 2027

RATES

<u>Service Type</u>	<u>November 1, 2022, to June 30, 2024</u>	<u>July 1, 2024, to June 30, 2025</u>	<u>July 1, 2025, to June 30, 2026</u>	<u>July 1, 2026, to June 30, 2027</u>
On Call	\$35.00/Hour	\$40.00/Hour	\$42.00/Hour	\$45.00/Hour
On Site Supervision	\$50.00/Hour	\$57.50/Hour	\$61.00/Hour	\$64.00/Hour
Multiple Staff Supervision	\$70.00/Hour	\$80.00/Hour	\$84.75/Hour	\$95.00/Hour
Supplemental Supervision	\$80.00/Hour	\$90.00/Hour	\$94.00/Hour	\$94.00/Hour

BUDGET CLARIFICATIONS

The actual quantity of supervision services required may vary each month. The fee structure is inclusive of all costs associated with the provision of these services including any operational costs (e.g., insurance, office, facility, travel, HR, finance, and equipment expenses). No additional compensation will be provided.

Staffing

Program Director (0.75 FTE) – Responsibilities will include management of all aspects of the services. This includes hiring, training, and supervising staff; coordinating schedules to meet service needs while complying with HR labor laws; communicating with DSS staff on critical incidents, concerns, and strategic modifications, as needed; providing supervision when other staff are sick or otherwise cannot complete their shift; and all other administrative

responsibilities of Focus Forward supervisors. The Program Director will be responsible for recruiting and hiring a minimum of six reliable on-call, per diem staff to fulfill the service needs of youth supervision.

Supervision – A minimum of six (6) staff will be hired and utilized for the direct provision of youth supervision. Maximum need is estimated at 125.5 hours in any given week. Staff plus the Program Director will be able to cover all shifts needed. Additional staff will be hired if needed. In extenuating circumstances Focus Forward CEO will be available to cover youth supervision if necessary.

Clarification on Rates:

- On-Call Rate– Rate charged by the agency for any on-call hours. It is not charged for hours when supervision is taking place, and it represents a total charge, not per staff on-call. Focus Forward will not charge, and the County will not pay, for any “on-call” hours that do not have staff available for supervision.
- Multiple Staff Supervision Rate– Rate charged when more than one staff is supervising, which could be two or more staff, as required.
- Supplemental Supervision: Rate charged for supervision services requested outside of core hours or for services in core hours in excess of 125.5 hours combined single/multiple supervision per week. The same rate will apply should multiple staff be required.
- Different rates will not be charged simultaneously.
- Any time staff are not providing direct supervision, including travel time to and from the County facility, only the on-call rate will be charged. The supervision rate applies when staff report to the location identified by County.