

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated December 17, 2024 and is between Exceptional Parents Unlimited, a California 501 C3 Non-Profit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On March 28, 2023, the County and the Contractor entered into a service agreement, which is County agreement number A-23-134, to provide community health support and promote health intervention activities for implementation of Fresno County's Initiative to Address COVID-19 Related Health Disparities.

B. The County and the Contractor now desire to amend the Agreement to (1) extend the term of the agreement and; (2) include the correct Catalog of Federal Domestic Assistance Number as the federal funding source and; (3) amend the Agreement to replace Exhibit B with Revised Exhibit B-3 to adjust annual budget amounts to reflect fiscal year one and two actuals, carryover unspent funds from fiscal year two to year three, reallocate carryover funds in fiscal year three to adjust for costs of the extended term, and include fiscal year four in the budget.

The parties therefore agree as follows:

1. Section 4.1 titled Term of the Agreement located at page Three (3) beginning at line Twenty (20) with the number “4.1” and ending at line Twenty-Two (22) with the word “below” is deleted in its entirety and replaced with the following:

“4.1 Term. This Agreement is effective on March 28, 2023 and terminates on May 31, 2026, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.”

2. Section number 7.1 of the Agreement located on page Six (6) beginning at line Fourteen (14) with the word “Services” and ending at line Seventeen (17) with the number “93.323” is deleted in its entirety and replaced with the following:

“7.1 Services Funding Source. Funding for these services is provided by the US

1 Department of Health and Human Services (HHS), Centers for Disease Control
2 and Prevention (CDC) – Activities to Support State, Tribal, Local and Territorial
3 (STLT) Health Department Response to Public Health or Healthcare Crises
4 (Catalog of Federal Domestic Assistance Number 93.391), Department of the
5 Treasury, Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
6 (Assistance Listing Number, formerly known as CFDA Number, 21.027), HHS,
7 CDC - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
8 (Catalog of Federal Domestic Assistance Number 93.323).”

9 3. That all references in Agreement to “Exhibit B” shall be changed to read “Revised Exhibit
10 B-3”. Revised Exhibit B-3 is attached hereto and incorporated herein by this reference.

11 4. When both parties have signed this Amendment No. 1, the Agreement, and this
12 Amendment No. 1 together constitute the Agreement.

13 5. The Contractor represents and warrants to the County that:

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

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

19 6. The parties agree that this Amendment may be executed by electronic signature as
20 provided in this section.

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

26 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
27 equivalent to a valid original handwritten signature of the person signing this
28 Amendment for all purposes, including but not limited to evidentiary proof in any

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administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

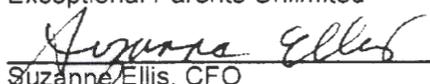
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken 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.

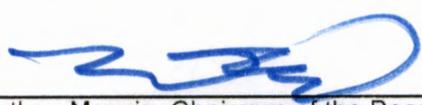
7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

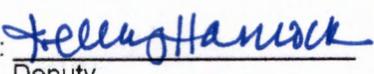
[SIGNATURE PAGE FOLLOWS]

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

3 Exceptional Parents Unlimited
4 
5 Suzanne Ellis, CFO
6 4440 N. First Street
7 Fresno, CA 93726

COUNTY OF FRESNO

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

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
11 County of Fresno, State of California

12 By: 
13 Deputy

14 For accounting use only:
15 Org No.: 56201558, 56201019, 56201022
16 Account No.: 7295
17 Fund No. : 0001
18 Subclass No.: 10000
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Revised Exhibit B-3

Agreement Number: A-23-134											
Agreement Term: 3/28/2023 - 5/31/2026											
Organization Name: Exceptional Parents Unlimited, Inc.											
	Y1 Actuals 3/28/23-7/31/23	Approved Y2 Budget 8/1/23-7/31/24	Y2 Actuals 8/1/23-7/31/24	Approved Y3 Budget 8/1/24-12/31/24 (5 Months)	Proposed Y3 Budget 8/1/24-7/31/25 (12 Months)	Proposed Y4 Budget 8/1/25-5/31/26 (10 months)	Approved Total Budget	New Total Budget	Changes/Justifications		
Personnel Salaries											
Director of Parenting Services	\$ 6,037.95	\$ 16,800.00	\$ 15,683.77	\$ 7,256.00	\$ 12,360.00	\$ -	\$ 30,093.95	\$ 34,081.72	\$ 7,725/mo. x 2FTE x 8 months (rounded to the nearest dollar)		
Project Manager	\$ 8,956.95	\$ 68,000.00	\$ 66,562.57	\$ 28,503.00	\$ 45,433.00	\$ -	\$ 105,459.95	\$ 120,952.52	\$ 5,679.17/mo. x 1FTE x 8 months (rounded to the nearest dollar)		
Community Health Worker	\$ 5,809.54	\$ 50,000.00	\$ 45,490.82	\$ 20,030.00	\$ 7,973.00	\$ -	\$ 75,839.54	\$ 59,273.36	\$ 3,986.67/mo. x 1FTE x 2 months -going down to 1 CHW as of 10/1 (rounded to the nearest dollar)		
Community Health Worker	\$ 5,032.56	\$ 45,000.00	\$ 45,000.00	\$ 19,121.00	\$ 31,422.00	\$ -	\$ 69,153.56	\$ 81,454.56	\$ 3,927.75/mo. x 1FTE x 8 months (rounded to the nearest dollar)		
Data Management Coordinator	\$ 1,906.77	\$ 7,700.00	\$ 7,700.00	\$ 3,862.00	\$ 6,512.00	\$ -	\$ 13,468.77	\$ 16,118.77	\$ 5,427.08/mo. x 1.5FTE x 8 months (rounded to the nearest dollar)		
Subtotal	\$ 27,743.77	\$ 187,500.00	\$ 180,437.16	\$ 78,772.00	\$ 103,700.00	\$ -	\$ 294,015.77	\$ 311,880.93			
Benefits/Taxes/Workers Compensation											
Fringe Benefits	\$ 3,049.92	\$ 26,500.00	\$ 25,550.71	\$ 12,669.00	\$ 17,607.00	\$ -	\$ 42,218.92	\$ 46,207.63	Health/Dental/Vision/Pension \$2,200.88/mo. x 8mo. (rounded to the nearest dollar)		
Taxes	\$ 1,864.53	\$ 15,525.00	\$ 12,893.11	\$ 6,026.00	\$ 8,267.00	\$ -	\$ 23,415.53	\$ 23,019.64	\$103,701x.0765(FICA)-\$7,933; \$7000x2.35(FTE).02(SUI Rate)-\$329 (rounded to nearest dollar)		
Workers Compensation	\$ 248.52	\$ 1,875.00	\$ 1,875.00	\$ 2,008.00	\$ 1,037.00	\$ -	\$ 4,131.52	\$ 3,160.52	\$103,701x.01 (WC Rate) (rounded to nearest dollar)		
Subtotal	\$ 5,162.97	\$ 43,900.00	\$ 40,318.82	\$ 20,703.00	\$ 26,906.00	\$ -	\$ 69,765.97	\$ 72,387.79			
Total Personnel	\$ 32,906.74	\$ 231,400.00	\$ 220,755.98	\$ 99,475.00	\$ 130,606.00	\$ -	\$ 363,781.74	\$ 384,268.72			
Equipment											
3 computers, docking stations, monitors	\$ 4,523.43	\$ 553.00	\$ -	\$ -	\$ -	\$ -	\$ 5,074.43	\$ 4,523.43			
3 desktop printers/scanners, 2 IPADS	\$ 1,144.72	\$ 950.00	\$ -	\$ -	\$ -	\$ -	\$ 2,094.72	\$ 1,144.72			
Office furniture-cubicles, table, chairs, filing cabinets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Equipment	\$ 5,667.15	\$ 1,503.00	\$ -	\$ -	\$ -	\$ -	\$ 7,169.15	\$ 5,667.15			
Supplies											
Office supplies, postage, shredding, licenses	\$ 806.73	\$ 4,800.00	\$ 3,426.34	\$ 1,500.00	\$ 2,320.00	\$ -	\$ 7,106.73	\$ 6,553.07	\$290x 8 mo to include general office supplies, postage, water disp., shredding, and network admin-rounded to nearest dollar		
Data System Licenses	\$ -	\$ 1,500.00	\$ 1,401.05	\$ 1,508.00	\$ 1,889.00	\$ -	\$ 3,008.00	\$ 3,290.05	\$804/lic. x 2.35FTE (in January) for Apricot License-rounded to nearest dollar		
Program supplies	\$ 58.47	\$ 7,400.00	\$ 2,723.46	\$ 3,000.00	\$ 7,001.45	\$ -	\$ 10,458.47	\$ 9,783.38	\$603.28 on incentive template, Remainder budgeted for \$799.77/mo. x 8 mo. in community support to be approved prior to disbursement. Rounded to nearest dollar		
Gift Cards-Incentive	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$1,875 on incentive template. \$125 remaining to be requested in advance when needed.		
Total Supplies	\$ 865.20	\$ 13,700.00	\$ 7,550.85	\$ 6,008.00	\$ 13,210.45	\$ -	\$ 20,573.20	\$ 21,626.50			
Travel											
Mileage & transportation costs	\$ 47.82	\$ 4,950.00	\$ 2,088.57	\$ 3,465.00	\$ 5,200.00	\$ -	\$ 8,462.82	\$ 7,336.39	\$500/mo x 8 mo. Travel costs to include mileage for personal vehicle reimbursed at the IRS approved rate as well as use of corporate vehicle costs in lieu of personal vehicle.		
Total Travel	\$ 47.82	\$ 4,950.00	\$ 2,088.57	\$ 3,465.00	\$ 5,200.00	\$ -	\$ 8,462.82	\$ 7,336.39			
Other											
Facilities	\$ 3,886.18	\$ 20,500.00	\$ 20,425.00	\$ 8,000.00	\$ 15,008.00	\$ -	\$ 32,386.18	\$ 39,319.18	\$1,876/mox8 mo. for Rent/Main Building Share		
Outreach and Marketing	\$ 400.00	\$ 14,600.00	\$ 300.85	\$ 8,500.00	\$ 7,200.00	\$ -	\$ 23,500.00	\$ 7,920.85	\$1200/mo x 6 months for Commercials		
Communications	\$ 891.88	\$ 5,135.00	\$ 4,933.29	\$ 1,760.00	\$ 2,904.00	\$ -	\$ 7,786.88	\$ 8,729.17	\$363.01/mo x 8 mo for VOIP, Internet, Verizon Data, phone stipend-rounded to nearest dollar		
ASL Interpretation	\$ -	\$ 1,800.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 3,300.00	\$ -	We have been able to accommodate translations as needed		
General Liability, Legal & Audit	\$ 3,130.00	\$ 1,500.00	\$ 1,424.28	\$ 875.00	\$ 1,024.00	\$ -	\$ 5,505.00	\$ 5,578.28	\$128/mo. x 8mo.		
Utilities	\$ 173.43	\$ 733.00	\$ 189.31	\$ 675.00	\$ 40.00	\$ -	\$ 1,581.43	\$ 402.74	\$5/mo x 8mo. for Main Facility shared cost.		
Staff Training	\$ -	\$ 1,680.00	\$ 330.45	\$ 1,340.00	\$ 503.00	\$ -	\$ 3,020.00	\$ 833.45	\$150x 3.35 FTE for annual required training		
Equipment lease	\$ 56.65	\$ 1,372.00	\$ 1,325.08	\$ 375.00	\$ 800.00	\$ -	\$ 1,803.65	\$ 2,181.73	\$100/mo. x 8 mo for copier/printing		
Audit	\$ -	\$ 1,500.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 2,800.00	\$ 2,500.00	annual audit portion of shared cost		
Network Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Other	\$ 8,538.14	\$ 48,820.00	\$ 30,148.26	\$ 24,325.00	\$ 28,779.00	\$ -	\$ 81,683.14	\$ 67,465.40			
Subawards											
Contracted Services-Easterseals	\$ 36,783.24	\$ 124,980.00	\$ 117,545.59	\$ 50,900.00	\$ 53,170.59	\$ -	\$ 212,663.24	\$ 207,499.42			
Total Subawards	\$ 36,783.24	\$ 124,980.00	\$ 117,545.59	\$ 50,900.00	\$ 53,170.59	\$ -	\$ 212,663.24	\$ 207,499.42			
Total Direct Costs	\$ 84,806.29	\$ 425,352.00	\$ 378,089.25	\$ 184,173.00	\$ 230,966.04	\$ -	\$ 694,333.29	\$ 693,863.58			
Modified Total Direct Costs	\$ 73,025.05	\$ 325,372.00	\$ 285,543.66	\$ 158,273.00	\$ 202,795.45	\$ -	\$ 556,670.05	\$ 561,364.16			
Indirect Costs @ 10%	\$ 7,302.51	\$ 32,537.20	\$ 28,543.37	\$ 15,827.30	\$ 20,279.55	\$ -	\$ 55,667.01	\$ 56,136.42			
Grand Total	\$ 92,110.80	\$ 457,889.20	\$ 406,643.62	\$ 200,000.30	\$ 251,245.59	\$ -	\$ 750,000.00	\$ 750,000.00			