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FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "COUNTY"), and Exceptional Parents Unlimited, a California corporation, whose address is 4440 North First Street, Fresno, California, 93726 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number D-20-430, dated October 26, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide equity-focused community health outreach and support services to address the needs of COUNTY's vulnerable populations including disabled, special needs, hearing impaired, and vision impaired to; and

WHEREAS CONTRACTOR has provided such services, including through execution and oversight of subcontracts with local community benefit organizations skilled in the provision of such services and possessing unique community ties to vulnerable population groups to advance health equity throughout the pandemic; and

WHEREAS, the Agreement has been extended for one six-month period through June 30, 2021 as allowed for in the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the length of the Agreement, add the provision of COVID vaccine support, influenza, and/or other communicable diseases support services, increase the total compensation amount to accommodate the provision of existing services through December 31, 2021 and the addition of vaccine support services, and to enact certain required federal funding terms and conditions.

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

1. That all references to "Exhibit A" in existing COUNTY Agreement number D-20-430 shall be changed to read, "Revised Exhibit A", attached hereto and incorporated herein by reference.

2. That all references to "Exhibit B" in existing COUNTY Agreement number D-20-430 shall be changed to read, "Revised Exhibit B", attached hereto and incorporated herein by reference.

1           3.     That Section Three (3) of the Agreement, located on Page Three (3), Lines Five (5)  
2 through Ten (10), is deleted in its entirety and replaced with the following:

3                 "3.     TERM

4                 The term of this Agreement shall commence on September 30, 2020 and be for a  
5 period through and including December 31, 2021."

6           4.     That Section Five, Subsection B (5.B.) of the Agreement, located on Page Four (4),  
7 Lines Sixteen (16) through Nineteen (19), is deleted in its entirety and replaced with the following:

8                 "B.     In no event shall services performed under this Agreement by CONTRACTOR  
9 be in excess of Two Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$ 2,425,000.00)  
10 during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's  
11 performance of services under this Agreement shall be borne by CONTRACTOR."

12           5.     That the following language be inserted in Section Thirteen (13), Page Nine (9),  
13 beginning on Line Twenty (20):

14                 "C.     In addition, CONTRACTOR shall cooperate and participate with COUNTY's  
15 fiscal review process and comply with all final determinations rendered by the COUNTY's fiscal review  
16 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers,  
17 it may result in the disallowance of payment for services rendered; or in additional controls to the  
18 delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's Director of  
19 Public Health Director or designee. If as a result of COUNTY's fiscal review process a disallowance is  
20 discovered due to CONTRACTOR's deficiency, CONTRACTOR shall be financially liable for the  
21 amount previously paid by COUNTY to CONTRACTOR and this disallowance will be adjusted from  
22 CONTRACTOR's future payments, at the discretion of COUNTY's Director of Public Health or  
23 designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review  
24 outcomes, decisions and actions."

25           6.     That Section Nineteen, Subsection A (19.A) of the Agreement, located on Page  
26 Twenty-one (21), Lines Four (4) through Fourteen (14) is deleted in its entirety and  
27 replaced with the following:

28                 "A.     COUNTY and CONTRACTOR recognize that CONTRACTOR is a

1 recipient of Federal funds under the terms of this Agreement. By signing this Agreement,  
2 CONTRACTOR agrees to comply with applicable Federal suspension and debarment  
3 regulations, including but not limited to: 29 CFR 97.35, 29 CFR 1470.35, 41 CFR 105-  
4 71.135, and Executive Order 12549. By signing this Agreement, CONTRACTOR attests to  
5 the best of its knowledge and belief, that it and its principals:

- 6 1. Are not presently debarred, suspended, proposed for debarment, declared  
7 ineligible, or voluntarily excluded by any Federal department or agency; and
- 8 2. Shall not knowingly enter into any covered transaction with an entity or person who  
9 is proposed for debarment under Federal regulations, debarred, suspended,  
10 declared ineligible, or voluntarily excluded from participation in such transaction.”

11 7. The parties agree that this Amendment may be executed by electronic signature as provided  
12 in this section. An “electronic signature” means any symbol or process intended by an individual  
13 signing this Amendment to represent their signature, including but not limited to (1) a digital signature;  
14 (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and  
15 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
16 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten  
17 signature of the person signing this Amendment for all purposes, including but not limited to  
18 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as  
19 the valid original handwritten signature of that person. The provisions of this section satisfy the  
20 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act  
21 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital  
22 signature represents that it has undertaken and satisfied the requirements of Government Code  
23 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
24 upon that representation. This Amendment is not conditioned upon the parties conducting the  
25 transactions under it by electronic means and either party may sign this Amendment with an original  
26 handwritten signature.

27 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
28 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together

1 shall be considered the Agreement.

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

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8 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and  
9 year first hereinabove written.

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EXCEPTIONAL PARENTS UNLIMITED, INC.

COUNTY OF FRESNO

*Lowell J. Ens*  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Steve Brandau, Chairman of the Board  
of Supervisors of the County of Fresno

*Lowell J. Ens, CEO*  
\_\_\_\_\_  
Print Name & Title

*4440 N. First St.*  
\_\_\_\_\_  
Mailing Address

*Fresno CA 93726*  
\_\_\_\_\_  
Mailing Address

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

By: \_\_\_\_\_  
Deputy

FOR ACCOUNTING USE ONLY:

Fund:0001  
Subclass:10000  
ORG:56201019; 56201018  
Account:7295

ACCESS AND FUNCTIONAL NEEDS POPULATIONS COVID-19 EQUITY SCOPE OF WORK  
September 30, 2020 through December 31, 2021

1. Health Education and Outreach					
Activity	Activity Name	Description	Involved Parties	Deliverables/ Milestones	Timeframe
1.1	ASTHO	Outreach staff complete modules to set a uniform foundation for education and outreach.	EPU, DHHSC, RIGV, UCP, ES, VCB,	1) Completion. List of who has completed provided to DPH. 2) Identification of any issues specifically related to disabled population shared with organization leadership.	1) September 2020
1.2	Education Gaps Identified	Partners identify gaps in education, level of importance for re-education, and establish priorities.	All of above	1) Gaps (and issues from 1.1) and priorities are shared with DPH Operations Group	September 30, 2020
1.3.	Education/Re-education Plan	1.3.1 Individual partners and the entire team develop needed education revision for individual target population and identify methods of communication. 1.3.2 Review current materials and develop new highly visual materials with very low word count, if needed. Determine if there are CBO Equity team materials that could be utilized. 1.3.3. Develop audio short educational material for the blind, if current resources not appropriate 1.3.4. Insert appropriate deaf/sign visuals through Latent Media into up to 30 videos. 1.3.5. Captioning services to be provided for videos	All partners, with specific ones as needed	1) Plan developed; shared with CBO Equity Project group for possible coordination. Equity Project shares their promotion plan with group if completed earlier. 2) Develop new visual (that include bold print, Braille, and/or screen reader materials as identified. Implement plan with current materials and	September 2020 through December 2021

	<p>1.3.6 Group education over Zoom for deaf/hard of hearing</p> <p>1.3.7. Audio or video(s) development for target populations that include script development, script approval by DPH with maximum two-day turnaround, and production of video(s) for target populations.</p> <p>1.3.8 Disseminate campaign materials through social media: Facebook, Instagram, Twitter, YouTube, mailings, and other methods appropriate for target population.</p> <p>1.3.9 Include promotion of needed school immunizations and flu vaccines as part of the education effort.</p>	<p>EPU, Jeffrey Scott Advertising, and specific partners based on target population</p>	<p>add new materials as completed</p>	<p>September 2020 through December 2021</p>
<p>1.4</p> <p>Outreach and Testing Event coordination with other teams</p>	<p>Develop a method of communication for follow-up from questions of participants who have disabled or domestic violence related issues. Coordinate vaccine outreach and transportation. Coordinate outreach and support of influenza and/or communicable diseases.</p>	<p>All partners</p>	<p>1) Process shared with Equity Project and DPH</p>	<p>Monthly</p>
<p>1.4</p> <p>Track and Evaluate Communications and Education messages and materials</p>	<p>Monthly tracking of education contacts made; BI-monthly review of results and changes needed (earlier if significant new information added). Obtain feedback from target community members on dissemination methods and understanding of health messages. Use Equity Project Team's interview guide and surveys, revised as necessary for target population.</p>	<p>All partners</p>	<p>1) Report to DPH</p>	<p>Monthly</p>

2. Contract Tracing and Medical Investigation					
Activity	Activity Name	Description	Responsible Party	Deliverables	Timeframe
2.1	Contact Tracing	<p>2.1.1. Complete County training for contact tracing on data systems and processes</p> <p>2.1.2. Assess up to 3 DPH systems for visually impaired use to conduct contact tracing and enter data.</p> <p>2.1.3. Contact tracing within facilities occurs by partners of their own facilities.</p> <p>2.1.4 VCB staff to be assigned to general contact tracing beyond their own organization by DPH.</p>	<p>VCB</p> <p>VCB</p> <p>EPU, DHHSC, ES, RUCV, UCP, VCB</p> <p>DPH, VCB</p>		<p>1) September 2020</p> <p>2) September 2020- December 2021</p> <p>3) September 2020- December 2021</p> <p>4) October 2020- December 2021</p>
2.2.	ASL Interpretation	<p>Interpretation for the deaf and hard of hearing to be provided to medical investigators and/or contact tracers as identified. Process for scheduling or on-call availability to be developed. (Note, DPH uses Jabber)</p>	DHHSC	<p>Process for on-call/scheduling to be provided to DPH and Equity Project team.</p>	<p>5) September 2020 – December 2021</p>

<p>2.3</p>	<p>Contact Tracing Reports</p>	<p>2.3.1 Monthly evaluations until December to include:          1.Number of people reached for contact tracing          2.Average time it is taking to conduct investigation          3.Questions people are asking beyond contact tracing related questions, including identification of other unmet needs          4.Qualitative data about knowledge gaps of CTs</p>	<p>VCB</p>	<p>Monthly report with metrics and rural/urban table</p>	<p>6) September 2020- December 2021</p>
<p>2.4</p>	<p>Resource for all MI and CT</p>	<p>As needed, all partners will provide support to medical investigators and contact tracers within the County or their contractors if there are persons with disabilities or experiencing domestic violence. Lead agency will maintain a budget line to reimburse as needed to the appropriate agency.</p>	<p>All Partners</p>	<p>1) Lead agency develops fund protocols and shares with partners          Invoice to include name/agency of investigator/contact tracer with invoice and number of contacts made, CalRedie # (?) hours worked, and hourly rate</p>	<p>1) September 2020          7) October 2020 - December 31, 2021</p>



3. Quarantine Supports					
Activity	Activity Name	Description	Responsible Party	Deliverables	Timeframe
3.1	<p>3.1.1. Assess Needs of Disabled/Vulnerable Communities</p> <p>3.1.2. Staff logs into Redcap now to determine if positive</p>	<p>Assess needs of COVID 19 positive or suspected community members and their families particular to those with disabilities or experiencing domestic violence categories.</p> <ol style="list-style-type: none"> <li>1. Wage replacement</li> <li>2. Housing/Quarantine site if needed or family support if quarantine results in caregiver replacement.</li> <li>3. Utilities</li> <li>4. Access to healthcare and treatment</li> <li>5. Food Assistance</li> <li>6. Education needs of students and parent support on digital literacy in home</li> <li>7. Provide PPE to individuals as needed</li> </ol>	All partners	<ol style="list-style-type: none"> <li>1. Quarantine Assessment</li> <li>2. Train outreach/quarantine support staff on DPH system (currently Redcap) to confirm if positive and document.</li> </ol>	September 2020-December 2021

		<p>8. Provide transportation</p> <p>9. Mental health needs</p> <p>10. Contracted services for items like IT support for families or miscellaneous</p> <p>11. Respite care</p>		
3.2.	3.2.1. Respite Care Assessment and Provision	<p>1.1. Develop decision-free to provide short-term, temporary respite care for caregiver due to March 2020 COVID-19 shelter in place order and high-risk nature of some with disabilities. There may or may not be a positive case in the home in order to obtain respite care.</p> <p>1.2. Implement and track</p>	All partners	<p>1) September 2020</p> <p>2) September 2020- December 2021</p>
3.2.1	Process for Allocation and Distribution and Payments	<p>Develop process for requests, prioritization criteria, and distribution of quarantine supports. Process will be standardized for partners and for distribution of funds to families. A method of tracking and shared</p>	Lead Agency with partners	<p>1. Decision-tree developed by partners and approved by DPH.</p> <p>2. Track those provided respite and reason for monthly report.</p> <p>Documentation of process; Invoices with supporting documentation; urban/rural report table demonstrating location of distributions for households (less</p> <p>September 2020- December 2021</p>

		<p>database to be used to avoid duplication. Priority for funding will be to disadvantaged areas within the County, including rural cities, unincorporated areas (e.g., Calwa, Cantua Creek, Del Rey, Five Points, Pinedale) and low-income metropolitan areas.</p>		<p>confidential locations)</p>	
<p>3.2.2</p>	<p>Referrals for Complementary Supports</p>	<p>Implement process for referrals to complementary resources and services. Track across all agencies and with COVID Equity Project partners in a single database or comparable that will allow reporting of unique individuals being served.</p>	<p>All Partners</p>	<p>Report table with urban/rural locations</p>	<p>September 2020- December 2021</p>
<p>3.3</p>	<p>Follow-up</p>	<p>Assess if resources and referrals received.</p>	<p>Lead Agency</p>	<p>Monthly review among all partners</p>	<p>September 2020- December 2021</p>
<p>3.4</p>	<p>Evaluate</p>	<p>Evaluate monthly in terms of equitable distribution, impact, and level of funding utilized out of the whole.</p>	<p>Lead Agency</p>	<p>Monthly written report and format determined by DPH</p>	<p>October 2020- December 2021</p>

Budget: September 30, 2020 through December 31, 2021	Total
<b>Personnel</b>	
President & CEO	34,415
Chief Financial Officer	23,433
Director of Parent Education & Support	21,465
Program Coordinator	34,245
Coalition Data Coordinator	26,228
CHW/Resource Specialists	45,725
CHW/Resource Specialists	45,587
CHW/Resource Specialists	48,675
<i>Sub-total</i>	279,773
<i>Fringe</i>	38,151
<i>Total Personnel</i>	317,924
<b>Operating Costs</b>	
Rent & utilities	34,320
Supplies (office, printing, postage)	7,200
Travel/Mileage	1,350
Liability Insurance (additional)	12,900
Legal fees/Audit	9,805
Communications (cell service, internet, specialized software)	7,843
Computers, mobile hot spots, cell phones	9,765
Program Supplies/Activity Packets	750
Coalition Quarantine and Respite Fund	288,375
Vaccine Transportation & Support	60,000
PPE & cleaning/disinfecting supplies (community & staff)	3,800
Coalition Outreach/Education/Marketing Materials Development	77,672
Coalition Behavioral Interventionist	77,251
Accounting Assistant (part-time) through Temp Agency	53,565
C2C Consultant for Coalition Coordination	60,673
<i>Total Operating</i>	715,269
<i>Direct Costs</i>	1,033,193
<i>Indirect Costs @ 10%</i>	103,320
<i>Total Direct and Indirect</i>	1,136,513
<b>EPU Subcontracts</b>	
Deaf & Hard of Hearing Services Center	56,762
Easterseals	441,674
Resources for Independence Central Valley	43,073
United Cerebral Palsy	111,641
Valley Center for the Blind	635,337
<i>Total Other Costs</i>	1,288,487
<b>Grand Total</b>	<b>2,425,000</b>