

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement (“Amendment No. A-22-061”) is dated March 28, 2023 and is between Valley Center for the Blind, a California nonprofit corporation, whose address is 3417 W. Shaw Ave., Fresno, CA 93711 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On February 22, 2022, County and the Contractor entered into an Agreement which is County agreement number A-22-061 (“Agreement”), for County telephone operator and related services with the Department of Internal Services (“ISD”) and the Department of Public Health (“DPH”).

B. The Department of Public Health has developed several new projects suitable for the Contractor’s services, however, the Agreement’s current scope of services cannot absorb those additional projects.

C. County and the Contractor now desire to amend the Agreement, to add the additional services as related to the new projects developed by DPH and not originally identified in the Agreement, and update the Compensation accordingly. These additional services include paraprofessional services for additional lab reporting and data processing, which includes interpretation, application and maintenance of statistic data, generating necessary reports, and all required correspondence. All data will be evaluated processed and maintained in accordance with County policies, rules, regulations, and procedures.

The parties therefore agree as follows:

1. Section 1. OBLIGATIONS OF THE CONTRACTOR is amended to add subsections “F” and “G” as follows:

“Subsection F. As part of this Agreement, Contractor will provide lab reporting and data processing services, which includes processing incoming lab results, following up with entities to acquire patient information, ensuring data quality, and other related services as described in Exhibit E, which is attached and incorporated by this reference.

1 Subsection G: As part of this Agreement, Contractor shall provide additional  
2 services, identified in Exhibit B (“Additional Services”), on an as-needed basis at  
3 the rates stated in Exhibit B. County Departments must provide a detailed scope  
4 of work to Contractor in order to utilize these additional services.”

5 2. Section 5. COMPENSATION/INVOICING of the Agreement, page 4, lines 12 through  
6 20, are deleted and replaced with the following:

7 “Subsection A: In no event shall compensation paid for services performed under  
8 this Agreement exceed two million nine hundred seventy-five thousand eight  
9 hundred and sixty-three dollars (\$2,975,863) for the initial three-year term of this  
10 Agreement. If the County exercises the first optional one-year extension, the total  
11 compensation paid for services performed under this Agreement shall not exceed  
12 three million eight hundred seventy-one thousand four hundred and forty-three  
13 dollars (\$3,871,443). If the County exercises the final optional one-year  
14 extension, total compensation paid for services performed under this agreement  
15 shall not exceed four million eight hundred and six thousand three hundred and  
16 twenty-two dollars (\$4,806,322). It is understood that all expenses incidental to  
17 the Contractor’s performance of services under this Agreement shall be borne by  
18 the Contractor. The County shall pay the Contractor within forty-five (45) days of  
19 receipt of an approved invoice. Invoices shall clearly identify hours worked by  
20 individual staff members.”

21 Subsection B. The Contractor shall submit activity reports for work performed  
22 each month similar to a template to be provided by the County in accordance  
23 with the scope of work attached hereto as Exhibit F, by the fifteenth (15<sup>th</sup>) day of  
24 each month for the prior month’s services. An extension of five (5) days may be  
25 requested before the fifteenth day of each month, and must be approved by the  
26 County in writing.

27 Subsection C. Notwithstanding the above, payments made by the County shall  
28 be in arrears, for services provided during the preceding month, within forty-five

1 (45) days after receipt and verification of the Contractor's invoices by the  
2 County's Departments of Public Health and Internal Services. Invoice verification  
3 shall consist of a review of supporting documentation for all expenditures, which  
4 may include but not be limited to: timesheets, receipts, mileage records,  
5 quarantine support records, and subcontractor invoices including all like  
6 supporting documentation."

- 7 3. Section 20. ENTIRE AGREEMENT of the Agreement, located on page 19, is  
8 amended to add the following after line 21:

9 "Section 21. SINGLE AUDIT CLAUSE. If the Contractor expends seven hundred  
10 fifty thousand dollars (\$750,000) or more of Federal and Federal flow-through  
11 monies, the Contract agrees to conduct an annual audit in accordance with the  
12 requirements of the Single Audit Standards as set forth in Office of Management  
13 and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part  
14 200. The Contractor shall submit said audit and management letter to the  
15 County. The audit must include a statement of findings or a statement that there  
16 were no findings. If there were negative findings, the Contract must include a  
17 corrective action plan signed by an authorized individual. The Contractor agrees  
18 to take action to correct any material non-compliance or weakness found as a  
19 result of such audit. Such audit shall be delivered to the County's Department of  
20 Public Health Administration for review within nine (9) months of the end of any  
21 fiscal year in which funds were expended and/or received for the program.

22 Failure to perform the requisite audit tasks, or at the County's option, contracting  
23 with a public accountant to perform said audit, or may result in the inability of the  
24 County to enter into future agreements with the Contractor.

25 A single audit report is not applicable if all the Contractor's Federal contract to  
26 not exceed the seven hundred fifty thousand dollars (\$750,000) requirement of  
27 the Contractor's federal funding is through Drug Medi-Cal."  
28

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. Exhibit B – CONTRACTOR SERVICE RATES to this Agreement is deleted in its entirety, and replaced with a revised Exhibit B, attached and incorporated by this reference.
- 5. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
- 6. 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 No. 1.
  - b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.
- 7. The parties agree that this Amendment No. 1 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 No. 1 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 No. 1 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 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).

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

- 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 No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.
- 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.
- 9. 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 Valley Center for the Blind

COUNTY OF FRESNO

4  
5 Shellena Heber

Shellena Heber (Feb 21, 2023 09:11 PST)

6 Shellena Heber, Executive Director

7 3417 W Shaw Avenue  
8 Fresno, CA 93711

9 Sal Quintero  
10 Sal Quintero, Chairman of the Board of  
11 Supervisors of the County of Fresno

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

12 By: Harame  
13 Deputy

14 For accounting use only:

15 INTERNAL SERVICES:

16 Org No.: 8905  
17 Account No.: 7295  
18 Fund No.: 1020  
19 Subclass No.: 10000

20 PUBLIC HEALTH:

21 Org No.: 56201019  
22 Account No.: 7295  
23 Fund No.: 0001  
24 Subclass No.: 10000

**EXHIBIT B****CONTRACTOR SERVICE RATES**

| <b>Description</b>  | <b>Est. Hours</b> | <b>Hourly Rate</b> |
|---|-------------------|--------------------|
| COF Phone Operator Administration: Years 1-3  | 7,047             | \$ 29.00           |
| COF Phone Operator Administration: Year 4   | 2,358             | \$ 30.00           |
| COF Phone Operator Administration: Year 5   | 2,349             | \$ 31.00           |
| COF Disability Equity/Covid Information Line Administration: Years 1-3  | 7,740             | \$ 29.00           |
| COF Disability Equity/Covid Information Line Administration: Year 4   | 2,580             | \$ 30.00           |
| COF Disability Equity/Covid Information Line Administration: Year 5   | 2,580             | \$ 31.00           |
| COF COVID-19 Contact tracing and outbreak mitigation: January 1 <sup>st</sup> , 2022-June 30 <sup>th</sup> , 2022 | 2,080             | \$ 30.50           |
| COF Public Health Program Support Services: Years 1-3   | 43,680            | \$ 45.00           |
| COF Public Health Program Support Services: Year 4  | 16,640            | \$ 46.00           |
| COF Public Health Program Support Services: Year 5  | 16,640            | \$ 47.00           |
| Additional Services: Years 1-3  | ---               | \$ 45.00           |
| Additional Services: Year 4   | ---               | \$ 46.00           |
| Additional Services: Year 5   | ---               | \$ 47.00           |

**EXHIBIT E**

**SCOPE OF WORK  
PUBLIC HEALTH PROGRAM SUPPORT**

| <b>Public Health – Job Description</b> |   |
|--|---|
| <b>Activity</b>                        | <b>Description</b>  |
| Public Health Program Support          | <p>Performs paraprofessional/technical work in support of County department programs and services involving the knowledge, interpretation, and application of County policies, rules, regulations, and procedures.</p> <p>Assists in the preparation and maintenance of statistical data, reports, and correspondence.</p> <p>Typing, data entry, word processing, filing, sorting, distributing, and processing materials, checking documents for completeness, and maintaining various types of records.</p> <p>Reviews, processes, and maintains program transactions, records, and other documents in accordance with County policies, rules, regulations, and procedures.</p> <p>Participates in ongoing training opportunities as it relates to programmatic activities, new guidance, and other programmatic needs.</p> <p>Follows up with medical providers, lab facilities and other medical entities to acquire patient information to ensure data quality.</p> <p>Follows up with medical providers and labs in our community and educates them on proper reporting guidelines or submittal procedures.</p> <p>Operates a multi-line, modern telephone system including screening, transferring, or referring calls, and answering questions.</p> <p>May attend meetings with other County department staff and other governmental agencies.</p> |

# Exhibit F - Example Payroll Register Template

Widget Manufacturing Corp.

## Payroll Register Report

Pay Period From 02/23/2010 to 03/01/2010, Pay Date: 03/05/2010, Payroll # 7 (Standard)

| Check #         | Earnings                 | Hours         | Rate  | Current         | YTD              | Taxes            | YTD             | Deductions             | Current       | YTD             | Net Pay         |
|-----------------|--------------------------|---------------|-------|-----------------|------------------|------------------|-----------------|------------------------|---------------|-----------------|-----------------|
| Emp# 1003       | Eric M Davis             |               |       |                 | Location : NY1   | Dept : 005       |                 | Group : Manufacturing  |               |                 |                 |
|                 | Regular                  | 40.00         | 50.00 | 2,000.00        | 11,200.00        | FWT              | 350.88          | 2,105.28               | 205.00        | 385.00          | 1,006.18        |
|                 | Holiday                  |               |       |                 | 800.00           | SS W/H           | 115.63          | 693.78                 | 185.00        | 1,110.00        |                 |
|                 | Meals                    |               |       | 50.00           | 300.00           | MC W/H           | 27.04           | 162.25                 |               |                 |                 |
|                 |                          |               |       |                 |                  | NY State Tax     | 110.27          | 661.62                 |               |                 |                 |
|                 | <b>Employee Totals :</b> | <b>40.00</b>  |       | <b>2,050.00</b> | <b>12,300.00</b> |                  | <b>603.82</b>   | <b>3,622.93</b>        | <b>390.00</b> | <b>1,495.00</b> | <b>1,006.18</b> |
| Emp# 1006       | Natalie M Mendez         |               |       |                 | Location : NY2   | Dept : 003       |                 | Group : Administration |               |                 |                 |
|                 | Regular                  | 40.00         | 22.00 | 880.00          | 5,808.00         | FWT              | 57.00           | 1,176.00               | 44.00         | 308.00          | 564.65          |
|                 | Holiday                  |               |       |                 | 352.00           | SS W/H           | 46.81           | 490.42                 | 125.00        | 750.00          |                 |
|                 | Bonus                    |               |       |                 | 2,500.00         | MC W/H           | 10.94           | 114.69                 |               |                 |                 |
|                 |                          |               |       |                 |                  | NY State Tax     | 31.00           | 512.00                 |               |                 |                 |
|                 |                          |               |       |                 |                  | NY SDI           | 0.60            | 3.60                   |               |                 |                 |
|                 | <b>Employee Totals :</b> | <b>40.00</b>  |       | <b>880.00</b>   | <b>8,660.00</b>  |                  | <b>146.35</b>   | <b>2,296.71</b>        | <b>169.00</b> | <b>1,058.00</b> | <b>564.65</b>   |
| Emp# 1007       | Thomas A Montoya         |               |       |                 | Location : NY2   | Dept : 002       |                 | Group : Manufacturing  |               |                 |                 |
|                 | Regular                  | 40.00         | 15.00 | 600.00          | 3,360.00         | FWT              | 21.00           | 126.00                 | 125.00        | 750.00          | 381.07          |
|                 | Holiday                  |               |       |                 | 240.00           | SS W/H           | 29.45           | 176.70                 | 10.00         | 60.00           |                 |
|                 |                          |               |       |                 |                  | MC W/H           | 6.88            | 41.32                  |               |                 |                 |
|                 |                          |               |       |                 |                  | NY State Tax     | 16.00           | 96.00                  |               |                 |                 |
|                 |                          |               |       |                 |                  | NYC Resident Tax | 10.00           | 60.00                  |               |                 |                 |
|                 |                          |               |       |                 |                  | NY SDI           | 0.60            | 3.60                   |               |                 |                 |
|                 | <b>Employee Totals :</b> | <b>40.00</b>  |       | <b>600.00</b>   | <b>3,600.00</b>  |                  | <b>83.93</b>    | <b>503.62</b>          | <b>135.00</b> | <b>810.00</b>   | <b>381.07</b>   |
| Emp# 1005       | Michael C Smith          |               |       |                 | Location : CA1   |                  |                 | Group : Manufacturing  |               |                 |                 |
|                 | Regular                  | 40.00         | 30.00 | 1,200.00        | 6,720.00         | FWT              | 209.00          | 1,254.00               | 10.00         | 60.00           | 823.60          |
|                 | Holiday                  |               |       |                 | 480.00           | SS W/H           | 74.40           | 446.40                 |               |                 |                 |
|                 |                          |               |       |                 |                  | MC W/H           | 17.40           | 104.40                 |               |                 |                 |
|                 |                          |               |       |                 |                  | NY State Tax     | 65.00           | 390.00                 |               |                 |                 |
|                 |                          |               |       |                 |                  | NY SDI           | 0.60            | 3.60                   |               |                 |                 |
|                 | <b>Employee Totals :</b> | <b>40.00</b>  |       | <b>1,200.00</b> | <b>7,200.00</b>  |                  | <b>366.40</b>   | <b>2,198.40</b>        | <b>10.00</b>  | <b>60.00</b>    | <b>823.60</b>   |
|                 | <b>Grand Totals :</b>    | <b>160.00</b> |       | <b>4,730.00</b> | <b>31,760.00</b> |                  | <b>1,200.50</b> | <b>8,621.66</b>        | <b>704.00</b> | <b>3,423.00</b> | <b>2,775.50</b> |
| Company Summary |                          |               |       |                 |                  |                  |                 |                        |               |                 |                 |
|                 | Regular                  | 160.00        |       | 4,680.00        | 27,088.00        | FWT              | 637.88          | 4,661.28               | 44.00         | 308.00          |                 |
|                 | Holiday                  |               |       |                 | 1,872.00         | SS W/H           | 266.29          | 1,807.30               | 205.00        | 385.00          |                 |
|                 | Bonus                    |               |       |                 | 2,500.00         | MC W/H           | 62.26           | 422.66                 | 185.00        | 1,110.00        |                 |
|                 | Meals                    |               |       | 50.00           | 300.00           | NY State Tax     | 222.27          | 1,659.62               | 250.00        | 1,500.00        |                 |
|                 |                          |               |       |                 |                  | NYC Resident Tax | 10.00           | 60.00                  | 20.00         | 120.00          |                 |