

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
October 21, 2025 and is between Avenal Community Health Center dba, Aria Community
Health Center, 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 June 18, 2024, the County and the Contractor entered into a service agreement,
which is County agreement number A-24-327 (Agreement A-24-327 shall be referred to herein
as "Agreement"), to provide community health worker interventions to address low health
literacy, provide care coordination services and provide health prevention activities for rural
residents experiencing health disparities.

B. The County and the Contractor now desire to amend the Agreement to (1) increase the
maximum compensation of the Agreement; (2) extend the term of the agreement and; (3)
Amend Article 7 of the Agreement and; (4) replace Exhibit B with Revised Exhibit B to create a
third fiscal budget year, adjust annual budget amounts to reflect actuals, and carryover unspent
funds from the current fiscal year two to fiscal year three.

The parties therefore agree as follows:

1. Section 3.2 titled Maximum Compensation of the Agreement located at page Two (2)
beginning at line Thirteen (13) with the number "3.2" and ending at line Twenty-Three (23) with
the word "Agreement" is deleted in its entirety and replaced with the following:

"3.2 Maximum Compensation. The maximum compensation payable to the
Contractor under this Agreement is Five Hundred Seventy-Five Thousand Four
Hundred Fifty-Three Dollars and 00/100 (\$575,453), commencing as of the
effective date, for the entire term of the agreement including any extensions set
forth by section 4.2 of this Agreement. The Contractor acknowledges that the
County is a local government entity, and does so with notice that the County's
powers are limited by the California Constitution and by State law, and with
notice that the Contractor may receive compensation under this Agreement only

1 for services performed according to the terms of this Agreement and while this
2 Agreement is in effect, and subject to the maximum amount payable under this
3 section. The Contractor further acknowledges that County employees have no
4 authority to pay the Contractor except as expressly provided in this Agreement.”

5 2. Section 4.1 titled Term of the Agreement located at page Three (3) beginning at line
6 Fifteen (15) with the number “4.1” and ending at line Seventeen (17) with the word “below” is
7 deleted in its entirety and replaced with the following:

8 “4.1 Term. This Agreement is effective on July 1, 2024 and terminates on
9 December 31, 2026, except as provided in section 4.2, “Extension,” or Article 6,
10 “Termination and Suspension,” below.”

11 3. Article 7 titled Funding Source located at page Six (6) beginning at line Six (6) with the
12 word “Article” and ending at line Eight (8) with the number “93.323” is deleted in its entirety and
13 replaced with the following:

14 “7.1 Services Funding Source. Funding for these services is provided by the
15 California Department of Health Care Services Medi-Cal Managed Care Plan
16 funding, the US Department of Health and Human Services CDC – Activities to
17 Support State, Tribal, Local and Territorial (STLT) Health Department Response
18 to Public Health or Healthcare Crises (Catalog of Federal Domestic Assistance
19 Number 93.391).

20 7.2 Prohibition of Duplicative Services. The Contractor certifies that services
21 performed under this Agreement do not duplicate any services previously or
22 currently funded by Federal, State, County, or any other funding source and shall
23 not use any portion of funds under this Agreement for duplicative services.”

24 4. That all references in Agreement to “Exhibit B” shall be changed to read “Revised Exhibit
25 B”. Revised Exhibit B is attached hereto and incorporated herein by this reference.

26 5. When both parties have signed this Amendment No. 1, the Agreement and this
27 Amendment No. 1 together constitute the Agreement.

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

- 1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment.
- 3 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
4 to do so and his or her signature on this Amendment legally binds the Contractor to
5 the terms of this Amendment.
- 6 7. The parties agree that this Amendment may be executed by electronic signature as
7 provided in this section.
- 8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.
- 13 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment for all purposes, including but not limited to evidentiary proof in any
16 administrative or judicial proceeding, and (2) has the same force and effect as the
17 valid original handwritten signature of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.
- 24 e. This Amendment is not conditioned upon the parties conducting the transactions
25 under it by electronic means and either party may sign this Amendment with an
26 original handwritten signature.
- 27 8. This Amendment may be signed in counterparts, each of which is an original, and all of
28 which together constitute this Amendment.

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

4 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 CONTRACTOR
4 AVENAL COMMUNITY HEALTH CENTER
5 DBA-ARIA COMMUNITY HEALTH CENTER

COUNTY OF FRESNO

6 John Blaine
7 John Blaine, Chief Executive Officer

8 Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

9 Date 10/01/2025

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

10 Mailing Address:
11 P.O. Box 580
Lemoore, CA 93245

By: Hanan
Deputy

12 For accounting use only:

13 Org No.: 56201558, 56201022, 56201557, 56201621
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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Revised Exhibit B

Agreement Number:		A-24-237									
Agreement Term:		July 1, 2024 - December 31, 2026									
Organization Name:		Aria Community Health Center									