

AMENDMENT I TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 28th day of March, 2023, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and **Avenal Community Health Center dba Aria Community Health Center**, a California Non-Profit Corporation, whose address is 555 E. Street, Lemoore, California 93245, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-22-182, dated the 3rd of May 2022 (hereinafter "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to adjust annual budget amounts to reflect year one actuals, carryover unspent funds from year one to year two, and reallocate carryover funds in the Personnel, Fringe Benefits, Operational, Travel, and Other Costs budget categories to account for previously unanticipated expenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to allow for the option to extend the Agreement for two additional twelve (12) month periods upon written approval of both parties; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

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

1. Paragraph Three (3) – TERM, of the Agreement, on Page Two (2), Line Twelve (12) and ending on Page Two (2), Line Fourteen (14) with the number "2023" shall be deleted in its entirety and replaced with the following:

"3. TERM

The term of this Agreement shall commence on May 3, 2022 and continue through and including June 30, 2023. This Agreement may be extended for two (2) additional twelve (12) month periods upon written approval of both parties no later than the last day of the current term. The

1 Director or his or her designee is authorized to execute such written approval on behalf of COUNTY
2 based on CONTRACTOR'S satisfactory performance and availability of funds.”

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

5 3. That Paragraph Four (5) – COMPENSATION/INVOICING, of the Agreement, on
6 Page Three (3), Line Eight (8) and ending on Page Three (3), Line Twenty-Seven (27) with the word
7 “Year” shall be deleted in its entirety and replaced with the following:

8 “5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
9 CONTRACTOR agrees to receive compensation as identified in Revised Exhibit B, attached hereto
10 and incorporated herein by this reference. CONTRACTOR shall submit monthly invoices to COUNTY,
11 by the 15th day of each month for the prior month’s expenditures, e-mailed to the County of Fresno,
12 Department of Public Health, HPW-Health Literacy Program, Attention: HPW-Health Literacy
13 Program Staff Analyst at DPHBOAP@fresnocountyca.gov or addressed to the County of Fresno,
14 Department of Public Health, HPW-Health Literacy Program, P.O. Box 11867, Fresno, CA 93775,
15 Attention: HPW-Health Literacy Program Staff Analyst.

16 Invoices shall detail line items as specified in Revised Exhibit B, including original budget
17 amount(s), current month’s expenses, year-to-date expenses, and budget balances. In addition,
18 invoices shall also include all relevant supporting documentation including but not limited to copies of
19 original statements, program expense receipts, payroll records, mileage claims and documented
20 administrative / overhead costs. No reimbursement for services shall be made until invoices are
21 received, reviewed and approved by COUNTY’s Department of Public Health.

22 In no event shall services performed under this Agreement be in excess of Five Hundred
23 Thousand and One Hundred Ninety-Eight Dollars and 00/100 (\$500,198) during the initial term of
24 this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of
25 services under this Agreement shall be borne by CONTRACTOR. COUNTY shall not be obligated to
26 make any payments under this Agreement if the request for payment is received by the COUNTY
27 more than forty-five (45) days after the end of the Federal Fiscal Year.”

28 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the

1 Agreement, and that upon execution of this First Amendment, the Agreement and this First
2 Amendment together shall be considered the Agreement.

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

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
20 covenants, conditions, and promises contained in the Agreement and not amended herein shall
21 remain in full force and effect. This Amendment shall become effective upon execution.

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 ///

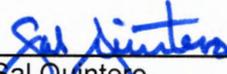
2 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I as of the day and
3 year first hereinabove written.

4

5 **Avenal Community Health Center dba**
6 **Aria Community Health Center**

COUNTY OF FRESNO

7 **Jenelle Mason** Digitally signed by Jenelle Mason
Date: 2023.03.07 06:54:48 -08'00'



Sal Quintero,
Chairman of the Board of Supervisors of
the County of Fresno

8 Jenelle Mason, CCO

9 3/7/23

10 Date

11 Mailing Address:
12 555 E Street
13 Lemoore, CA 93245

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

16 FOR ACCOUNTING USE ONLY:

17 Fund/Subclass: 0001/10000
18 Organization: 56201557
19 Account: 7295

By: 

Deputy

20

21

22

23

24

25

26

27

28

Revised Exhibit B

Amended Budget							
Date Proposed: 1/20/2023							
Term:							
Personnel		Approved Y1 Budget	Please Fill New Budget Here Amended Y1 Budget	Approved Y2 Budget	Please Fill New Budget Here Amended Y2 Budget	Approved Total Budget	New Total Budget
Program Coordinator		4,500	1,086.98	27,000.00	30,413.02	\$ 31,500.00	\$ 31,500.00
Community Health Worker		3,293	780.52	19,760.00	28,492.40	\$ 23,053.33	\$ 29,272.92
Community Health Worker		3,293	665.00	19,760.00	28,421.55	\$ 23,053.33	\$ 29,086.55
Community Health Worker		3,293		19,760.00	31,110.96	\$ 23,053.33	\$ 31,110.96
Community Health Worker		3,293		19,760.00	29,943.43	\$ 23,053.33	\$ 29,943.43
Community Health Worker		3,293		19,760.00	2,881.35	\$ 23,053.33	\$ 2,881.35
Analyst		4,500	880.21	27,000.00	30,619.79	\$ 31,500.00	\$ 31,500.00
Project Coordinator		4,500	956.80	27,000.00	30,543.20	\$ 31,500.00	\$ 31,500.00
	Personnel Sub-Total	\$ 29,966.65	\$ 4,369.51	\$ 179,800.00	\$ 212,425.70	\$ 209,766.65	\$ 216,795.21
Fringe Benefits							
Program Coordinator		900	217.40	5,400.00	6,082.60	\$ 6,300.00	\$ 6,300.00
Community Health Worker		659	156.10	3,952.00	5,698.48	\$ 4,610.67	\$ 5,854.58
Community Health Worker		659	133.00	3,952.00	5,684.31	\$ 4,610.67	\$ 5,817.31
Community Health Worker		659	-	3,952.00	6,222.20	\$ 4,610.67	\$ 6,222.20
Community Health Worker		659	-	3,952.00	5,988.69	\$ 4,610.67	\$ 5,988.69
Community Health Worker		659	-	3,952.00	576.27	\$ 4,610.67	\$ 576.27
Analyst		900	176.04	5,400.00	6,123.96	\$ 6,300.00	\$ 6,300.00
Project Coordinator		900	191.36	5,400.00	6,108.64	\$ 6,300.00	\$ 6,300.00
	Fringe Benefits Sub-Total	\$ 5,993.33	\$ 873.90	\$ 35,960.00	\$ 42,485.15	\$ 41,953.33	\$ 43,359.05
	Total Personnel	\$ 35,959.98	\$ 5,243.41	\$ 215,760.00	\$ 254,910.85	\$ 251,719.98	\$ 260,154.26
Operational Costs							
General Office Supplies		2,000		10,555.00	12,677.54	\$ 12,555.00	\$ 12,677.54
Printing		6,803		13,184.50	22,987.40	\$ 19,987.50	\$ 22,987.40
Meeting Room Rentals		8,000	\$ -	8,000.00		\$ 16,000.00	\$ -
Communications		4,000		14,279.00	18,279.00	\$ 18,279.00	\$ 18,279.00
	Total Operational	\$ 20,803.00	\$ -	\$ 46,018.50	\$ 53,943.94	\$ 66,821.50	\$ 53,943.94
Travel Costs							
Local Travel to complete SOW activities		26,184	\$ -	60,000.00	37,625.00	\$ 86,184.00	\$ 37,625.00
	Total Travel	\$ 26,184.00	\$ -	\$ 60,000.00	\$ 37,625.00	\$ 86,184.00	\$ 37,625.00
Other Costs							
Technical Assistance		4,000	\$ -	9,000.00	15,469.50	\$ 13,000.00	\$ 15,469.50
Meeting supplies, interpretation, child care, etc.		5,000	2,178.70	5,000.00	27,821.30	\$ 10,000.00	\$ 30,000.00
Education/Training Materials/Conferences		8,000	\$ -	19,000.00	37,532.78	\$ 27,000.00	\$ 37,532.78
Outreach Equipment & Supplies		\$ -	\$ -		20,000.00	\$ -	\$ 20,000.00
	Other Costs Subtotal	\$ 17,000.00	\$ 2,178.70	\$ 33,000.00	\$ 100,823.58	\$ 50,000.00	\$ 103,002.28
	Total Direct Costs	\$ 99,946.98	\$ 7,422.11	\$ 354,778.50	\$ 447,303.37	\$ 454,725.48	\$ 454,725.48
	Indirect Costs @ 10%	\$ 9,994.70	\$ 742.21	\$ 35,477.85	\$ 44,730.34	\$ 45,472.55	\$ 45,472.55
	Grand Total	\$ 109,941.68	\$ 8,164.32	\$ 390,256.35	\$ 492,033.71	\$ 500,198.03	\$ 500,198.03