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AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated December 17, 2024 and is between Cultiva La Salud, 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-23-131, 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. On March 19, 2024, the County and the Contractor entered into a First Amendment, which is County agreement number A-24-131 (Agreement number A-23-131 and First Amendment number A-24-131, collectively, shall be referred to herein as “the Agreement”), to correct the Catalog of Federal Domestic Assistance Number and revise the budget.

C. The County and the Contractor now desire to further amend the Agreement to (1) extend the term of the agreement and; (2) amend the Agreement to replace Exhibit B with Revised Exhibit B-1 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.”

1 2. That all references in Agreement to “Exhibit B” and “Revised Exhibit B” shall be changed
2 to read “Revised Exhibit B-1”. Revised Exhibit B-1 is attached hereto and incorporated herein
3 by this reference.

4 3. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
5 1, and this Amendment No. 2 together constitute the Agreement.

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

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

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

12 5. The parties agree that this Amendment may be executed by electronic signature as
13 provided in this section.

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

19 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
20 equivalent to a valid original handwritten signature of the person signing this
21 Amendment for all purposes, including but not limited to evidentiary proof in any
22 administrative or judicial proceeding, and (2) has the same force and effect as the
23 valid original handwritten signature of that person.

24 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
25 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
26 2, Title 2.5, beginning with section 1633.1).

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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.

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

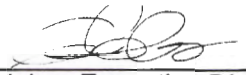
7. The Agreement as previously amended and amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Cultiva La Salud



Genoveva Islas, Executive Director

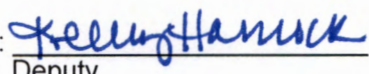
2409 Merced Street, Suite 103
Fresno, CA 93721

COUNTY OF FRESNO



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

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

By: 

Deputy

For accounting use only:

Org No.: 56201558, 56201019, 56201022
Account No.: 7295
Fund No. : 0001
Subclass No.: 10000

Revised Exhibit B-1

Agreement Number: 24-131											
Agreement Term: 03/28/23-05/31/26											
Organization Name: Cultiva La Salud											
Personnel Salaries	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 (\$ 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		
Executive Director, Genoveva Islas	\$ 6,111.60	\$ 46,080.00	\$ 25,580.48	\$ 12,640.00	\$ 24,268.80	\$ -	\$ 64,831.60	\$ 55,960.88	The Executive Director provides administrative and financial oversight. Including staff hiring. Budgetted at 20% for the 12 months (Y3).		
Administrative Assistant, Marivel Sandoval	\$ 2,293.24	\$ 20,000.00	\$ 19,371.09	\$ 5,626.00	\$ 5,626.00	\$ -	\$ 27,919.24	\$ 27,290.33	25% - 5 mos Provides clerical support to program. Will file program records such as health education class sign-in sheets, print or copy materials, order staff supplies as well as file receipts for program expenses (Y3).		
Communications Manager, Aura Gonzalez	\$ -	\$ 32,500.00	\$ 19,767.36	\$ 14,645.00	\$ 14,645.00	\$ -	\$ 47,145.00	\$ 34,412.36	50% - 5 mos Provides support in development of communications and media engagements. Will create flyers for community resident recruitment, social media posts and videos of program activities (Y3).		
Project Coordinator, Evelyn Morales	\$ 7,883.26	\$ 66,000.00	\$ 56,486.55	\$ 26,250.00	\$ 63,000.00	\$ -	\$ 100,133.26	\$ 127,369.81	100%. Provides day to day supervision and implementation of program including planning, implementation and evaluation. Project Coordinator will be responsible for monthly, quarterly and annual reporting. In conjunction with Executive Director will develop the		
Community Health Worker, Julia Pacheco	\$ 11,742.15	\$ 50,000.00	\$ 37,799.80	\$ 17,500.00	\$ 46,666.00	\$ -	\$ 79,242.15	\$ 96,207.95	80%-5months, 100% 7 mos Responsible for community engagement including health education, outreach, referrals, and tracking (Y3).		
Community Health Worker, Victoria Gonzalez	\$ 6,442.55	\$ 50,000.00	\$ 46,454.15	\$ 17,500.00	\$ 46,666.00	\$ -	\$ 73,942.55	\$ 99,562.70	80%-5months, 100% 7 mos Responsible for community engagement including health education, outreach, referrals, and tracking (Y3).		
Community Health Worker, Rosalinda Del Campo	\$ 5,966.01	\$ 55,000.00	\$ 51,305.85	\$ 17,500.00	\$ 46,666.00	\$ -	\$ 78,466.01	\$ 103,937.86	80%-5months, 100% 7 mos Responsible for community engagement including health education, outreach, referrals, and tracking (Y3).		
Community Health Worker, Andrea Islas	\$ 3,065.60	\$ 50,000.00	\$ 46,999.00	\$ 17,500.00	\$ 46,666.00	\$ -	\$ 70,565.60	\$ 96,730.60	80%-5months, 100% 7 mos Responsible for community engagement including health education, outreach, referrals, and tracking (Y3).		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Subtotal	\$ 43,504.41	\$ 369,580.00	\$ 303,764.28	\$ 129,161.00	\$ 294,203.80	\$ -	\$ 542,245.41	\$ 641,472.49			
Benefits/Taxes/Workers Compensation											
Fringe Benefits	\$ 13,682.09	\$ 71,653.17	\$ 69,510.85	\$ 25,833.00	\$ 65,027.00	\$ -	\$ 111,168.26	\$ 148,219.94	Fringe benefits include vacation, sick and holiday leave, health plan coverage, life insurance and retirement..		
Payroll Taxes	\$ 3,770.95	\$ 65,700.00	\$ 26,886.60	\$ 19,463.00	\$ 25,000.00	\$ -	\$ 88,933.95	\$ 55,657.55			
Workers Compensation	\$ 523.87	\$ 6,118.00	\$ 4,508.11	\$ 2,166.00	\$ 4,500.00	\$ -	\$ 8,807.87	\$ 9,531.98			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Subtotal	\$ 17,976.91	\$ 143,471.17	\$ 100,905.56	\$ 47,462.00	\$ 94,527.00	\$ -	\$ 208,910.08	\$ 213,409.47			
Total Personnel	\$ 61,481.32	\$ 513,051.17	\$ 404,669.84	\$ 176,623.00	\$ 388,730.80	\$ -	\$ 751,155.49	\$ 854,881.96			
Equipment											
Laptops, Mouse, Printers...	\$ 2,508.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,508.00	\$ 2,508.00			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Equipment	\$ 2,508.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,508.00	\$ 2,508.00			
Supplies											
Office Supplies	\$ 1,231.89	\$ 8,000.00	\$ 5,352.91	\$ 1,250.00	\$ 3,501.10	\$ -	\$ 10,481.89	\$ 10,085.90	Office supplies include general items such as paper, ink, pens, etc. These items will be used for the day to day staff activities. \$336.2 x 30 person months* = \$10,085.90 (Y3).		
Office Expenses	\$ 1,750.00	\$ 12,700.00	\$ 5,605.73	\$ 1,750.00	\$ 6,300.00	\$ -	\$ 16,200.00	\$ 13,655.73	Office expenses include costs for internet service, utilities, payroll software, finance software, etc... \$455.19 x 30 person months* = \$13,655.73 (Y3).		
Communications	\$ 1,432.00	\$ 10,500.00	\$ 10,099.82	\$ 2,000.00	\$ 8,000.00	\$ -	\$ 13,932.00	\$ 19,531.82	Communications include items such as office telephone service, staff Gmail accounts, staff cell phone stipends, hot spot monthly service fees and Google Voice. \$651.06 x 30 person months* = \$19,531.82. Expenses only calculated for Communications Manager, Project		
Printing & Copying	\$ 975.15	\$ 8,600.00	\$ 1,161.18	\$ 1,500.00	\$ 2,900.00	\$ -	\$ 11,075.15	\$ 5,036.33	Printing and copying of materials for staff programmatic needs as well as for community engagement activities including flyer, health education materials and community meeting agendas. \$167.88 x 30 person months* = \$5,036.33 Expenses only calculated for		
Conference Meetings & Events	\$ -	\$ 15,000.00	\$ 1,508.12	\$ 3,710.00	\$ 3,263.11	\$ -	\$ 18,710.00	\$ 4,771.23	During the final year of the grant, Promotores will organize community celebrations in each target community of Reedley and Parlier. This line item will be used to support meeting expenses in terms of any facility fees or snacks and refreshments (Y3).		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Supplies	\$ 5,389.04	\$ 54,800.00	\$ 23,727.76	\$ 10,210.00	\$ 23,964.21	\$ -	\$ 70,399.04	\$ 53,081.01			
Travel											
Mileage	\$ 448.22	\$ 10,000.00	\$ 7,354.77	\$ 6,787.00	\$ 7,000.00	\$ -	\$ 17,235.22	\$ 14,802.99	The Project Coordinator and Promotores will be traveling for outreach, health education and other community engagement activities to South Central and Southeast Fresno as well as the rural communities of Parlier, Reedley and Orange Cove. This will require multiple trips per month per staff. To calculate mileage we estimated 8 trips per month x 12 months x 5 staff x 47.09 miles x .655 cents per mile = \$14,802.99 (Y3).		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Travel	\$ 448.22	\$ 10,000.00	\$ 7,354.77	\$ 6,787.00	\$ 7,000.00	\$ -	\$ 17,235.22	\$ 14,802.99			
Other											
Rent, Facilities, & Storage	\$ 5,146.25	\$ 30,000.00	\$ 23,242.50	\$ 8,862.00	\$ 24,000.00	\$ -	\$ 44,008.25	\$ 52,388.75	A prorated amount will be charged for office rent, facilities management and storage each month. 30 person months* x 255.68 ft per staff x \$6.83 per sq. ft. = \$52,388.75 (Y3).		
IT Support	\$ -	\$ 5,000.00	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 6,250.00	\$ 1,250.00	An estimated amount or \$1,250 will be charged for IT support. IT expertise will be used to set-up new computer and to resolve any technical issues over the first year of the grant (Y3).		
Incentives for Health Education Sessions	\$ -	\$ 8,367.00	\$ -	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 18,367.00	\$ 5,000.00	Incentives such as healthy recipe cookbooks, fruit and vegetable seeds, water bottles, tennis shoes, jump ropes, skates, skate boards and bikes will be purchased to draw community residents to health education sessions and community meetings. These incentives will be		
Media	\$ -	\$ 30,000.00	\$ -	\$ 28,891.00	\$ 18,000.00	\$ -	\$ 58,891.00	\$ 18,000.00	This line item will be utilized by the Communications Manager to purchase media spots on radio, TV, local newspapers as well as social media such as Pandora or Facebook Ads to promote activities being organized in each community. Media messages in English and Spanish		
Subcontractors	\$ -	\$ 25,000.00	\$ 20,387.29	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 45,000.00	\$ 40,387.29	The Central Valley Health Policy Institute will be utilized to provide professional development and training to program staff such as basic training on COVID, prevention, vaccines, testing and community resources. In addition staff will be trained on Social Determinates of Health, chronic disease management and prevention support, communicable disease prevention support, Oral Health Prevention, and support as well as wrap around services. A total subcontract of \$40,000 will be utilized in Year 3.		

Stipends for Students Promotores	\$ -	\$ 18,809.00	\$ 200.00	\$ 20,000.00	\$ 2,500.00	\$ -	\$ 38,809.00	\$ 2,700.00	A part-time Student Promotor will be utilized to support the project objectives. Only students age 18 or older will be utilized for this opportunity. They will be conducting various activities from supporting health education programs, referrals to community resources,
Incentives (Gift Cards Only)	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	
Participant Support Items	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	
Total Other	\$ 5,146.25	\$ 117,176.00	\$ 43,829.79	\$ 89,003.00	\$ 75,750.00	\$ -	\$ 211,325.25	\$ 124,726.04	
Total Direct Costs	\$ 74,972.83	\$ 695,026.17	\$ 479,582.16	\$ 282,623.00	\$ 495,445.01	\$ -	\$ 1,052,622.00	\$ 1,050,000.00	
Indirect Costs @ 10%	\$ 7,497.28	\$ 69,502.72	\$ 47,958.22	\$ 25,376.00	\$ 49,544.50	\$ -	\$ 102,376.00	\$ 105,000.00	Indirect is calculated at a di minimus 10%.
Grand Total	\$ 82,470.11	\$ 764,528.89	\$ 527,540.38	\$ 307,999.00	\$ 544,989.51	\$ -	\$ 1,154,998.00	\$ 1,155,000.00	