

**AMENDMENT II TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 20th day of June, 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 3<sup>rd</sup> of May 2022; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment number A-23-138, dated the 28<sup>th</sup> of March 2023 (Agreement number A-22-182 and First Amendment Number A-23-138, collectively, shall be referred to herein as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation of the agreement; and

WHEREAS, County and CONTRACTOR now desire to extend the term of the Agreement and add a year three budget to allow for services to be extended an additional twelve (12) month period from July 1, 2023 through June 30, 2024; 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. That all references in the Agreement to "Exhibit B" and all references to "Revised Exhibit B" in the First Amendment shall be changed to read "Revised Exhibit B-1". Revised Exhibit B-1 is attached hereto and incorporated herein by this reference.

2. That Paragraph Five (5) – COMPENSATION/INVOICING, of the Agreement, beginning on Page Three (3), Line Twenty-Two (22) with the word "In" and ending on Page Three (3), Line Twenty-Seven (27) with the word "Year" shall be deleted in its entirety and replaced with the

1 following:

2           “During the initial term of this Agreement for the period beginning May 3, 2022 through  
3 June 30, 2023, in no event shall services performed be in excess of Five Hundred Thousand and One  
4 Hundred Ninety-Eight Dollars and 05/100 (\$500,198.05). During the extension term of this Agreement  
5 for the period of July 1, 2023 through June 30, 2024, in no event shall services performed be in excess  
6 of Two Hundred and Twenty-Seven Thousand Dollars and 00/100 (\$227,000). It is understood that all  
7 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be  
8 borne by CONTRACTOR. COUNTY shall not be obligated to make any payments under this  
9 Agreement if the request for payment is received by the COUNTY more than forty-five (45) days after  
10 the end of the Federal Fiscal Year.”

11           COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the  
12 Agreement, and that upon execution of this First Amendment, the Agreement and this First  
13 Amendment together shall be considered the Agreement.

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

1 handwritten signature.

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  
4 remain in full force and effect. This Amendment shall become effective upon execution.

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

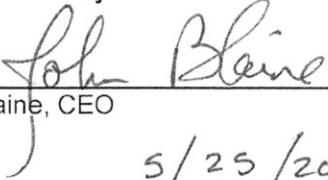
27 ///

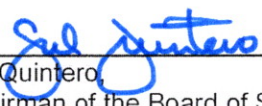
28 ///

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

3  
4 **Avenal Community Health Center dba**  
5 **Aria Community Health Center**

**COUNTY OF FRESNO**

6   
7 \_\_\_\_\_  
8 John Blaine, CEO

6   
7 \_\_\_\_\_  
8 Sal Quintero,  
9 Chairman of the Board of Supervisors of  
10 the County of Fresno

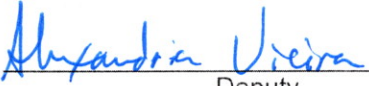
11 Date

5/25/2023

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

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

19 FOR ACCOUNTING USE ONLY:

20 By:   
21 \_\_\_\_\_  
22 Deputy

23 Fund/Subclass: 0001/10000  
24 Organization: 56201667  
25 Account: 7295

Initial Term Budget

Revised Exhibit B-1

| Advancing Health Literacy Program                  |  |  |                             |                             |                         |
|--|--|--|-----------------------------|-----------------------------|-------------------------|
| Aria Community Health Centers (ACHC)               |  |  |                             |                             |                         |
| Term: May 3, 2022 - June 30, 2023                  |  |  |                             |                             |                         |
| Personnel  |  |  | Y1 Budget<br>5/3/22-6/30/22 | Y2 Budget<br>7/1/22-6/30/23 | Total<br>5/3/22-6/30/23 |
| Program Coordinator                                |  |  | 1,086.98                    | 30,413.02                   | \$ 31,500.00            |
| Community Health Worker                            |  |  | 780.52                      | 28,492.40                   | \$ 29,272.92            |
| Community Health Worker                            |  |  | 665.00                      | 28,421.55                   | \$ 29,086.55            |
| Community Health Worker                            |  |  |                             | 31,110.96                   | \$ 31,110.96            |
| Community Health Worker                            |  |  |                             | 29,943.43                   | \$ 29,943.43            |
| Community Health Worker                            |  |  |                             | 2,881.35                    | \$ 2,881.35             |
| Analyst  |  |  | 880.21                      | 30,619.79                   | \$ 31,500.00            |
| Project Coordinator                                |  |  | 956.80                      | 30,543.20                   | \$ 31,500.00            |
| <b>Personnel Sub-Total</b>                         |  |  | <b>\$ 4,369.51</b>          | <b>\$ 212,425.70</b>        | <b>\$ 216,795.21</b>    |
| Fringe Benefits                                    |  |  |                             |                             |                         |
| Program Coordinator                                |  |  | 217.40                      | 6,082.60                    | \$ 6,300.00             |
| Community Health Worker                            |  |  | 156.10                      | 5,698.48                    | \$ 5,854.58             |
| Community Health Worker                            |  |  | 133.00                      | 5,684.31                    | \$ 5,817.31             |
| Community Health Worker                            |  |  | -                           | 6,222.20                    | \$ 6,222.20             |
| Community Health Worker                            |  |  | -                           | 5,988.69                    | \$ 5,988.69             |
| Community Health Worker                            |  |  | -                           | 576.27                      | \$ 576.27               |
| Analyst  |  |  | 176.04                      | 6,123.96                    | \$ 6,300.00             |
| Project Coordinator                                |  |  | 191.36                      | 6,108.64                    | \$ 6,300.00             |
| <b>Fringe Benefits Sub-Total</b>                   |  |  | <b>\$ 873.90</b>            | <b>\$ 42,485.15</b>         | <b>\$ 43,359.05</b>     |
| <b>Total Personnel</b>                             |  |  | <b>\$ 5,243.41</b>          | <b>\$ 254,910.85</b>        | <b>\$ 260,154.26</b>    |
| Operational Costs                                  |  |  |                             |                             |                         |
| General Office Supplies                            |  |  |                             | 12,677.54                   | \$ 12,677.54            |
| Printing   |  |  |                             | 22,987.40                   | \$ 22,987.40            |
| Meeting Room Rentals                               |  |  | \$ -                        |                             | \$ -                    |
| Communications                                     |  |  |                             | 18,279.00                   | \$ 18,279.00            |
| <b>Total Operational</b>                           |  |  | <b>\$ -</b>                 | <b>\$ 53,943.94</b>         | <b>\$ 53,943.94</b>     |
| Travel Costs                                       |  |  |                             |                             |                         |
| Local Travel to complete SOW activities            |  |  | \$ -                        | 37,625.00                   | \$ 37,625.00            |
| <b>Total Travel</b>                                |  |  | <b>\$ -</b>                 | <b>\$ 37,625.00</b>         | <b>\$ 37,625.00</b>     |
| Other Costs  |  |  |                             |                             |                         |
| Technical Assistance                               |  |  | \$ -                        | 15,469.50                   | \$ 15,469.50            |
| Meeting supplies, interpretation, child care, etc. |  |  | \$ 2,178.70                 | 27,821.30                   | \$ 30,000.00            |
| Education/Training Materials/Conferences           |  |  | \$ -                        | 37,532.78                   | \$ 37,532.78            |
| Outreach Equipment & Supplies                      |  |  | \$ -                        | 20,000.00                   | \$ 20,000.00            |
| <b>Other Costs Subtotal</b>                        |  |  | <b>\$ 2,178.70</b>          | <b>\$ 100,823.58</b>        | <b>\$ 103,002.28</b>    |
| <b>Total Direct Costs</b>                          |  |  | <b>\$ 7,422.11</b>          | <b>\$ 447,303.37</b>        | <b>\$ 454,725.48</b>    |
| <b>Indirect Costs @ 10%</b>                        |  |  | <b>\$ 742.21</b>            | <b>\$ 44,730.34</b>         | <b>\$ 45,472.55</b>     |
| <b>Grand Total</b>                                 |  |  | <b>\$ 8,164.32</b>          | <b>\$ 492,033.71</b>        | <b>\$ 500,198.03</b>    |

**Extension Term Budget**

**Revised Exhibit B-1**

|                        |                                      |
|------------------------|--------------------------------------|
| Agency Name            | ARIA COMMUNITY HEALTH CENTERS (ACHC) |
| Agency Name & Address: | 555 E St Lemoore CA 93245            |
| Agency Phone Number:   | 559-924-7400                         |
| Agency Contact Person: | Samuel Griffith                      |
| Budget Term            | 7/1/23-6/30/24                       |

**Year 1 Budget**

| <b>PERSONNEL</b>        |                      |       |                  |               |              |
|-------------------------|----------------------|-------|------------------|---------------|--------------|
| Position Title and Name | Annual Salary        | % FTE | Amount Requested | Benefit Rate* | Benefit Cost |
| Project Coordinator     | \$ 49,920.00         | 90%   | \$ 44,928.00     | 20%           | \$ 8,985.60  |
| CHW                     | \$ 41,600.00         | 90%   | \$ 37,440.00     | 20%           | \$ 7,488.00  |
| CHW                     | \$ 41,600.00         | 90%   | \$ 37,440.00     | 20%           | \$ 7,488.00  |
| CHW                     | \$ 41,600.00         | 90%   | \$ 37,440.00     | 20%           | \$ 7,488.00  |
|                         |                      |       | \$ -             | 20%           | \$ -         |
| <b>Subtotal</b>         |                      |       | \$ 157,248.00    |               | \$ 31,449.60 |
| <b>TOTAL PERSONNEL</b>  | <b>\$ 188,697.60</b> |       |                  |               |              |

**\*Not to exceed 20% of amount requested**

| <b>Operational</b>       |                    |
|--------------------------|--------------------|
| General Office Supplies  | \$ 2,500.00        |
| Printing                 | \$ 2,000.00        |
|                          |                    |
| Communcations            | \$ 4,000.00        |
| <b>Total Operational</b> | <b>\$ 8,500.00</b> |

| <b>Travel</b>                          |                    |
|--|--------------------|
| Local travel to complete SOW activites | \$ 6,500.00        |
| Conferences/Trainings                  | \$ 2,666.04        |
| <b>Total Travel</b>                    | <b>\$ 9,166.04</b> |

| <b>Other</b>                                |             |
|---|-------------|
| Technical Assistance/Promotion              |             |
| Meeting supplies, interpretation, child car |             |
|   |             |
| Education/Training Materials                |             |
| <b>Total Other</b>                          | <b>\$ -</b> |

|                                       |                      |
|---------------------------------------|----------------------|
| <b>TOTAL DIRECT COSTS</b>             | <b>\$ 206,363.64</b> |
| <b>ADMINSTRATIVE (INDIRECT) COSTS</b> | <b>\$ 20,636.36</b>  |

**Not to exceed 10% of Direct Costs**

|                     |                      |
|---------------------|----------------------|
| <b>TOTAL BUDGET</b> | <b>\$ 227,000.00</b> |
|---------------------|----------------------|

**ARIA COMMUNITY HEALTH CENTERS (ACHC)**

**Itemized Budget with Justification**

7/1/2023 - 6/30-2024

| PERSONNEL                      | Rate         | Notes   |
|--------------------------------|--------------|---|
| CHW                            | \$ 37,440.00 | Community Health Worker (CHW) to complete outreach efforts, data collection and increase health literacy through health education and provide resources. Performing at 1 FTE. Breakdown is: 36 hours per week x 52 weeks (to match 12 month grant |
| CHW                            | \$ 37,440.00 | Community Health Worker (CHW) to complete outreach efforts, data collection and increase health literacy through health education and provide resources. Performing at 1 FTE. Breakdown is: 36 hours per week x 52 weeks (to match 12 month grant |
| CHW                            | \$ 37,440.00 | Community Health Worker (CHW) to complete outreach efforts, data collection and increase health literacy through health education and provide resources. Performing at 1 FTE. Breakdown is: 36 hours per week x 52 weeks (to match 12 month grant |
| Program Coordinator            | \$ 44,928.00 | Program Coordinator oversees outreach efforts and programmatic objectives. Program Coordinator @ .90 FTE breakdown: 36 hrs per week x 52 = 1872 x \$24 hr = \$44928   |
| Fringe Benefits                | \$ 31,449.60 | Fringe Benefits include the following: health, dental, and vision insurance, FICA, disability insurance, 20% of total Personal Cost   |
| <b>TOTAL PERSONEL EXPENSES</b> |              | <b>\$ 188,697.60</b>  |

**OPERATIONAL EXPENSES**

| General Office Supplies       | RATE      | QTY | OCCUR RENCE | TOTALS             | NOTES  |
|-------------------------------|-----------|-----|-------------|--------------------|--|
| Scissors                      | \$ 4.00   | 4   |             | \$ 16.00           | All office supplies are needed for general operation of the project. |
| Clipboards                    | \$ 8.00   | 4   |             | \$ 32.00           |  |
| Privacy Screens for laptops   | \$ 100.00 | 4   |             | \$ 400.00          |  |
| Post It Notes                 | \$ 31.50  | 4   |             | \$ 126.00          |  |
| Labels                        | \$ 27.00  | 5   |             | \$ 135.00          |  |
| Over desk Organizers          | \$ 45.00  | 4   |             | \$ 180.00          |  |
| Paper Clips                   | \$ 3.50   | 1   |             | \$ 3.50            |  |
| Binder Clips                  | \$ 10.00  | 1   |             | \$ 10.00           |  |
| Stapler                       | \$ 4.00   | 2   |             | \$ 8.00            |  |
| Staples                       | \$ 2.00   | 2   |             | \$ 4.00            |  |
| Tape Dispenser w/tape roll    | \$ 11.00  | 2   |             | \$ 22.00           |  |
| Label maker                   | \$ 31.00  | 2   |             | \$ 62.00           |  |
| Label Tape                    | \$ 17.00  | 2   |             | \$ 34.00           |  |
| Desk File Organizer           | \$ 22.00  | 4   |             | \$ 88.00           |  |
| File Organizer (Field Ready)  | \$ 31.25  | 2   |             | \$ 62.50           |  |
| Folders                       | \$ 50.00  | 2   |             | \$ 100.00          |  |
|                               |           |     |             | \$ -               |  |
| Cardstock                     | \$ 30.00  | 4   |             | \$ 120.00          |  |
| White Out                     | \$ 12.00  | 5   |             | \$ 60.00           |  |
| Permanent Markers             | \$ 15.00  | 5   |             | \$ 75.00           |  |
| Post It Easel Pads (LRG 6 PK) | \$ 89.00  | 4   |             | \$ 356.00          |  |
| Notebooks                     | \$ 11.00  | 10  |             | \$ 110.00          |  |
|                               |           |     |             | \$ -               |  |
|                               |           |     |             | \$ -               |  |
| Batteries (36 PK)             | \$ 23.00  | 2   |             | \$ 46.00           |  |
| Envelopes                     | \$ 11.00  | 2   |             | \$ 22.00           |  |
| Pens                          | \$ 28.25  | 4   |             | \$ 113.00          |  |
| Dry Erase Markers             | \$ 20.00  | 3   |             | \$ 60.00           |  |
| Dry Erase Marker Cleaner      | \$ 12.50  | 6   |             | \$ 75.00           |  |
| Door Hangers                  | \$ 36.00  | 5   |             | \$ 180.00          |  |
| <b>TOTAL</b>                  |           |     |             | <b>\$ 2,500.00</b> |  |

| Printing         | RATE     | QTY | OCCUR | TOTAL           | NOTES  |
|------------------|----------|-----|-------|-----------------|--|
| Ink              | \$ 50.00 | 4   | 2     | \$ 400.00       | Printing supplies are needed for project work (including flyers, health education, screeners, event banners, surveys, etc) |
| Paper            | \$ 30.00 | 34  |       | \$ 1,020.00     |  |
| High Gloss Paper | \$ 50.00 | 3   |       | \$ 150.00       |  |
| Toner            | \$ 28.67 | 3   | 5     | \$ 430          |  |
| <b>Total</b>     |          |     |       | <b>\$ 2,000</b> |  |

| Communications | RATE     | QTY | OCCUR | TOTAL           | Notes  |
|----------------|----------|-----|-------|-----------------|--|
| Phone Plan     | \$ 60.00 | 4   | 12    | \$ 2,880.00     | Assist with carrying out grant objectives such as communicating with patients on follow ups, following up on resources, reaching out to local CBOs for additional resources, etc |
| HotSpot Plan   | \$ 46.67 | 2   | 12    | \$ 1,120        |  |
|                |          |     |       | \$ -            |  |
|                |          |     |       | \$ -            |  |
|                |          |     |       | \$ -            |  |
|                |          |     |       | \$ -            |  |
|                |          |     |       | \$ -            |  |
| <b>Total</b>   |          |     |       | <b>\$ 4,000</b> |  |

**OPERATIONAL TOTAL \$ 8,500**

**Mileage**

|   | Federal Mileage | QTY (Daily Mile Avg) | # of Staff | Monthly   | TOTAL FOR GRANT    | NOTES  |
|---|-----------------|----------------------|------------|-----------|--------------------|--|
| Local Travel to complete SOW activities | \$ 0.655        | 50                   | 4          | \$ 541.67 | \$ 6,500.00        | Local Travel will be needed to perform project activities, local meetings and training events.   |
| Training/Conferences                    |                 | 3 staff Max          |            |           | \$ 2,666.04        | Build team capacity by attending conference and trainings. Examples of proposed trainings/conferences: National Rural Health Conference (registration: average cost is \$850), Insure the Uninsured Project (registration: average cost \$450), Northwest Regional Primary Care Association Rural and Community Health Conference (average cost: \$750 per staff). |
| <b>Mileage TOTAL</b>                    |                 |                      |            |           | <b>\$ 9,166.04</b> |  |

|                                      |                      |  |
|--------------------------------------|----------------------|--|
| <b>TOTAL DIRECT COSTS</b>            | <b>\$ 206,364</b>    |  |
| <b>ADMINISTRATIVE (INDIRECT) COS</b> | <b>\$ 20,636</b>     | 10% of overall grant total (including accounting, administrative oversight, etc) |
| <b>TOTAL EXPENSES</b>                | <b>\$ 227,000.09</b> |  |