

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated March 19, 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 (“Agreement”), 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. The County and the Contractor now desire to amend the Agreement to (1) include the correct Catalog of Federal Domestic Assistance Number as the federal funding source and; (2) amend the Agreement to replace Exhibit B with Revised Exhibit B 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 Supplies and Other Costs categories to account for previously unanticipated expenses.

The parties therefore agree as follows:

1. Section number 7.1 of the Agreement located on page Six (6) beginning at line Fourteen (14) with the word “Services” and ending at line Seventeen (17) with the number “93.323” is deleted in its entirety and replaced with the following:

“7.1 Services Funding Source. Funding for these services is provided by the US Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC) – Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises (Catalog of Federal Domestic Assistance Number 93.391), Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) (Assistance Listing Number, formerly known as CFDA Number, 21.027), HHS,

1 CDC - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)  
2 (Catalog of Federal Domestic Assistance Number 93.323).”

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

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

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

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

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

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

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

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

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
27 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.

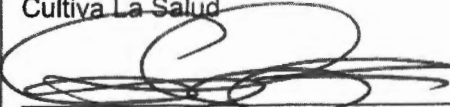
7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Cultiya 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

Health Disparities Budget										
<b>Agreement Number:</b>	23-131									
<b>Agreement Term:</b>	3/28/23-12/31/24									
<b>Organization Name:</b>	Cultiva La Salud									
	Approved Y1 Budget 3/28/23-7/31/23	Modified Y1 Budget 3/28/23-7/31/23	Approved Y2 Budget 8/1/23-7/31/24	Modified Y2 Budget 8/1/23-7/31/24	Approved Y3 Budget 8/1/24-12/31/24	Modified Y3 Budget 8/1/24-12/31/24	Approved Total Budget	New Total Budget	Changes/Justifications	
<b>Personnel Salaries</b>										
Executive Director	\$ 12,038.00	\$ 6,111.60	\$ 30,336.00	\$ 46,080.00	\$ 12,640.00	\$ 12,640.00	\$ 55,014.00	\$ 64,831.60	Provides administrative and financial oversight. Including staff hiring. [Carry over of \$5,926.40 from Year 1 to Year 2 and increase by \$9,817.60 to increase FTE from .25 to .30 due to additional efforts needed in program oversight]	
Administrative Assistant	\$ 5,356.00	\$ 2,293.24	\$ 13,504.00	\$ 20,000.00	\$ 5,626.00	\$ 5,626.00	\$ 24,486.00	\$ 27,919.24	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. [Carryover of \$3,062.76 from Year 1 to Year 2 and increase by \$3,422.24 to increase FTE from .25 to .30 due to additional efforts needed in program administration.]	
Communication Manager	\$ 13,948.00	\$ -	\$ 35,149.00	\$ 32,500.00	\$ 14,645.00	\$ 14,645.00	\$ 63,742.00	\$ 47,145.00	Provides support in development of communications and media engagements. Will create flyers for community resident recruitment, social media posts and videos of program activities. [Decrease by \$2,649 in Year 2 due to decrease of FTE from .50 to .30. Total of \$16,597 (\$13,948 year 1 carryover + \$2,649 decrease) reallocated to Executive Director.	
Project Coordinator	\$ 25,000.00	\$ 7,883.26	\$ 63,000.00	\$ 66,000.00	\$ 26,250.00	\$ 26,250.00	\$ 114,250.00	\$ 100,133.26	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 outreach plan, health equity plan and conduct health equity assessments. [Carryover of \$17,116.74 from Year 1 to Year 2 and increase by \$3,000 to increase FTE from .80 to 1.00. Total \$14,117 (\$17,116.74 year 1 carryover - \$3,000 max FTE) Reallocated to Promotor/Promotor's line items.]	
Promotor/a #1	\$ 16,667.00	\$ 11,742.15	\$ 42,000.00	\$ 50,000.00	\$ 17,500.00	\$ 17,500.00	\$ 76,167.00	\$ 79,242.15	Responsible for community engagement including health education, outreach, referrals, and tracking. [Carryover of \$4,924.85 from Year 1 to Year 2 and increase by \$3,075 to increase FTE from .80 to 1.0 due to additional efforts needed in program implementation.]	
Promotor/a #2	\$ 16,667.00	\$ 6,442.55	\$ 42,000.00	\$ 50,000.00	\$ 17,500.00	\$ 17,500.00	\$ 76,167.00	\$ 73,942.55	Responsible for community engagement including health education, outreach, referrals, and tracking. [Carryover of \$10,224.45 from Year 1 to Year 2 and increase by \$8,000 to increase FTE from .80 to 1.00. Total \$2,224 (\$10,224.45 year 1 carryover - \$8,000 max FTE).]	
Promotor/a #3	\$ 16,667.00	\$ 5,966.01	\$ 42,000.00	\$ 55,000.00	\$ 17,500.00	\$ 17,500.00	\$ 76,167.00	\$ 78,466.01	Responsible for community engagement including health education, outreach, referrals, and tracking. [Carryover of \$10,700.99 from Year 1 to Year 2 and increase by \$2,299 to increase FTE from .80 to 1.0 due to additional efforts needed in program execution.]	
Promotor/a #4	\$ 16,667.00	\$ 3,065.60	\$ 42,000.00	\$ 50,000.00	\$ 17,500.00	\$ 17,500.00	\$ 76,167.00	\$ 70,565.60	Responsible for community engagement including health education, outreach, referrals, and tracking. [Carryover of \$13,601 from Year 1 to Year 2 and increase by \$3,000 to increase FTE from .80 to 1.00. Total \$2,299 (\$13,601.40 year 1 carryover - \$8,000 max FTE).]	
<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Benefits/Taxes/Workers Compensation</b>	\$ 123,010.00	\$ 43,504.41	\$ 309,989.00	\$ 369,580.00	\$ 129,161.00	\$ 129,161.00	\$ 562,160.00	\$ 542,245.41		
Fringe Benefits	\$ 24,602.00	\$ 13,682.09	\$ 61,998.00	\$ 71,653.17	\$ 25,833.00	\$ 25,833.00	\$ 112,433.00	\$ 111,168.26	Fringe benefits include vacation, sick and holiday leave, health plan coverage, life insurance, and retirement. [Carryover of \$10,919.91 from Year 1 to Year 2 and increase by \$9,655.17 to reflect FTE changes. Total \$1,264.74 (\$10,919.91 year 1 carryover - \$9,655.17 increase) reallocated to other benefits lines & Promotors Lines]	
Payroll Taxes	\$ 22,341.00	\$ 3,770.95	\$ 69,853.00	\$ 65,700.00	\$ 19,463.00	\$ 19,463.00	\$ 111,657.00	\$ 88,933.95	Taxes paid on the wages and salaries for Social Security, Medicare, and unemployment insurance. [Carryover of \$18,570.05 from Year 1 to Year 2 and decrease by \$4,153 to reflect FTE changes. Total \$22,723.05 (\$18,570.05 year 1 carryover + \$4,153 decrease) reallocated to other benefits lines & Promotors Lines]	
Workers Compensation	\$ 2,063.00	\$ 523.87	\$ 5,198.00	\$ 6,118.00	\$ 2,166.00	\$ 2,166.00	\$ 9,427.00	\$ 8,807.87	Workers' compensation insurance policy under Employers covers the costs of medical treatment such as physician visits, prescription medications or surgeries if necessitated due to employee injury during work. In addition, workers' compensation insurance provides lost time or indemnity benefits. [Carryover of \$1,539.13 from Year 1 to Year 2 and increase by \$920 to reflect FTE changes. Total \$619.13 (\$1,539.13 year 1 carryover - \$920 increase) reallocated to other benefits lines & Promotors Lines]	
<b>Subtotal</b>	\$ 49,006.00	\$ 17,976.91	\$ 137,049.00	\$ 143,471.17	\$ 47,462.00	\$ 47,462.00	\$ 233,517.00	\$ 208,910.08		
<b>Total Personnel</b>	\$ 172,016.00	\$ 61,481.32	\$ 447,038.00	\$ 513,051.17	\$ 176,623.00	\$ 176,623.00	\$ 795,677.00	\$ 751,155.49		
<b>Equipment</b>										
Laptop, Docking Station, & Printer	\$ 2,508.00	\$ 2,508.00	\$ -	\$ -	\$ -	\$ -	\$ 2,508.00	\$ 2,508.00		
<b>Total Equipment</b>	\$ 2,508.00	\$ 2,508.00	\$ -	\$ -	\$ -	\$ -	\$ 2,508.00	\$ 2,508.00		
<b>Supplies</b>										
Supplies	\$ 1,250.00	\$ 1,231.89	\$ 3,000.00	\$ 8,000.00	\$ 1,250.00	\$ 1,250.00	\$ 5,500.00	\$ 10,481.89	Office supplies include general items such as paper, ink, pens, etc. These items will be used for the day to day staff activities. \$11.12 x 72 person months* = \$8,000.64. [Carryover \$18.11 from Year 1 to Year 2 plus additional \$4,981.89 reallocated from other lines due to need of additional supplies for support program.]	

Revised Exhibit B

Office Expenses		\$ 1,750.00	\$ 1,750.00	\$ 4,200.00	\$ 12,700.00	\$ 1,750.00	\$ 1,750.00	\$ 7,700.00	\$ 16,200.00	Office expenses include costs for internet service, utilities, payroll software, finance software, etc... \$176.39 x 72 person months* = \$12,700. [Increased \$8,500 reallocated from other carryover from Year 1 to Year 2 due to need for additional office expenses to support program implementation.]
Communications		\$ 2,000.00	\$ 1,432.00	\$ 4,800.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,800.00	\$ 13,932.00	Communications include items such as office telephone service, staff Gmail accounts, staff cell phone stipends, hotspot monthly service fees and Google Voice. \$159.1 x 66 person months* = \$10,500 Expenses only calculated for Communications Manager, Project Coordinator and Promotors. [Carryover \$568 from Year 1 to Year 2 plus additional \$5,132 reallocated from other lines due to need of additional communications related needed to support program implementation.]
Printing & Copying		\$ 1,500.00	\$ 975.15	\$ 3,600.00	\$ 8,600.00	\$ 1,500.00	\$ 1,500.00	\$ 6,600.00	\$ 11,075.15	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. \$130.31 x 66 person months* = \$8,600. Expenses only calculated for Communications Manager, Project Coordinator and Promotors. [Carryover \$524.85 from Year 1 to Year 2 plus additional \$4,475.15 reallocated from other lines due to need of additional printing and copying supplies needed to support program implementation.]
Conference, Meetings, & Events		\$ 3,468.00	\$ -	\$ 8,904.00	\$ 15,000.00	\$ 3,710.00	\$ 3,710.00	\$ 16,082.00	\$ 18,710.00	Promotors will organize health education sessions and community meetings in each target community of Parlier and Reedley on a re-occurring monthly basis. This line item will be used to support meeting expenses in terms of facility fees, incentives for participant engagement, snacks and refreshments used to reinforce nutrition lessons. [Carryover \$3,467 from Year 1 to Year 2 plus additional \$2,096 reallocated from other lines due to need of additional supports for program implementation.]
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Supplies</b>		\$ 9,968.00	\$ 5,389.04	\$ 24,504.00	\$ 54,800.00	\$ 10,210.00	\$ 10,210.00	\$ 44,682.00	\$ 70,399.04	
<b>Travel</b>										
Mileage		\$ 3,233.00	\$ 448.22	\$ 7,272.00	\$ 10,000.00	\$ 6,787.00	\$ 6,787.00	\$ 17,292.00	\$ 17,235.22	The Project Coordinator and Promotors 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 4 trips per month x 12 months x 5 staff x 63.62 miles x .655 cents per mile = \$10,000. [Carryover \$2,784.78 from Year 1 to Year 2 due to need of additional supplies needed to support program. Total \$56.78 (\$2784.78 year 1 carryover - \$2,728 increase year 2) reallocated to Other lines.]
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Travel</b>		\$ 3,233.00	\$ 448.22	\$ 7,272.00	\$ 10,000.00	\$ 6,787.00	\$ 6,787.00	\$ 17,292.00	\$ 17,235.22	
<b>Other</b>										
Rent & Facilities & Storage		\$ 8,862.00	\$ 5,146.25	\$ 21,269.00	\$ 30,000.00	\$ 8,862.00	\$ 8,862.00	\$ 38,993.00	\$ 44,008.25	A prorated amount will be charged for office rent, facilities management and storage each month. 72 person months* x 173.63 ft per staff x \$2.40 per sq. ft. = \$30,000. [Carryover \$3,715.75 from Year 1 to Year 2 plus \$5,015.25 reallocated from other program expense lines due to need of additional support for program in Year 2.]
IT Support		\$ 1,250.00	\$ -	\$ 3,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00	\$ 5,500.00	\$ 6,250.00	An estimated amount of \$5,000 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. [Carryover \$1,250 from Year 1 to Year 2 plus \$750 reallocated from other program expense lines due to need of additional support for program in Year 2.]
Incentives for Health Education Sessions		\$ 2,500.00	\$ -	\$ 6,367.00	\$ 8,367.00	\$ 10,000.00	\$ 10,000.00	\$ 18,867.00	\$ 18,367.00	Incentives such as healthy recipe cookbooks, fruit and vegetable seeds, reusable water bottles, tennis shoes, jump ropes, skates, skateboards and bikes will be purchased to draw community residents to health education sessions and community meetings. These incentives will be used to promote healthy behaviors. A total budget of \$6,367 will be dedicated for these items in Year 2. [Carryover of \$2,500 from Year 1 to Year 2 and increase by \$2,000 to support program needs in year 2. Total \$500 (\$2,500 year 1 carryover -\$2,000 increase) reallocated to other program expense lines.]
Media		\$ 10,000.00	\$ -	\$ 10,000.00	\$ 30,000.00	\$ 28,891.00	\$ 28,891.00	\$ 48,891.00	\$ 58,891.00	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 will be deployed. A total estimated budget of \$10,000 will be utilized for Year 2. [Carryover \$10,000 from Year 1 to Year 2 plus \$10,000 reallocated from other program expense lines due to need of additional support for program in Year 2.]
Subcontractors TBD		\$ 10,000.00	\$ -	\$ 15,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	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 Determinants 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 \$15,000 will be utilized in Year 2. Carryover \$10,000 from Year 1 to Year 2 due to support needed in Year 2.
Stipends for Student Promotors		\$ 5,000.00	\$ -	\$ 15,000.00	\$ 18,809.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 38,809.00	Six part-time Student Promotors 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, communications projects and evaluation efforts. Six Student Promotors x 3 months x \$833.34 per month = \$15,000. [Carryover of \$5,000 from Year 1 to Year 2 and increase by \$3,809 to support program needs in year 2. Total \$1,191 (\$5,000 year 1 carryover -\$3,809 increase) reallocated to other program expense lines.]
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Other</b>		\$ 37,612.00	\$ 5,146.25	\$ 70,636.00	\$ 117,176.00	\$ 89,003.00	\$ 89,003.00	\$ 197,251.00	\$ 211,325.25	
<b>Total Direct Costs</b>		\$ 225,337.00	\$ 74,972.83	\$ 549,450.00	\$ 695,027.17	\$ 282,624.00	\$ 282,624.00	\$ 1,057,411.00	\$ 1,052,624.00	
<b>Indirect Costs @ 10%</b>		\$ 22,533.70	\$ 7,497.28	\$ 51,318.00	\$ 69,502.72	\$ 25,376.00	\$ 25,376.00	\$ 99,227.70	\$ 102,376.00	
<b>Grand Total</b>		\$ 247,870.70	\$ 82,470.11	\$ 600,768.00	\$ 764,529.89	\$ 308,000.00	\$ 308,000.00	\$ 1,156,638.70	\$ 1,155,000.00	