

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated March 19, 2024 and is between Centro Binacional para el Desarrollo Indigena Oaxaqueño, 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-23-132 (“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 Personnel, Benefits, 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.

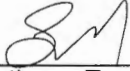
6. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

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]


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

3 Centro Binacional para el Desarrollo Indigena COUNTY OF FRESNO
4 Oaxaqueno

5 

6 Sarait Martinez, Executive Director

7 2911 Tulare Street
8 Fresno, CA 93721

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

12 **Attest:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: 
17 Deputy

18 For accounting use only:

19 Org No.: 56201558, 56201019, 56201022
20 Account No.: 7295
21 Fund No. : 0001
22 Subclass No.: 10000
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Revised Exhibit B

Health Disparities Budget

Agreement Number:	A-23-133										
Agreement Term:	3/28/2023 - 12/31/2024										
Organization Name:	Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDO)										
Personnel Salaries	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		
Community Health Worker #1	\$ 16,466.67	\$ 8,070.00	\$ 39,520.00	\$ 40,560.00	\$ 17,333.33	\$ 17,333.33	\$ 73,320.00	\$ 65,963.33	CBDO increased the rate of the health community worker #1 due to salary / rate will be increasing on 2024. The carry over from Y1 from personnel salaries will be invested in health community workers.		
Community Health Worker #2	\$ 16,466.67	\$ 10,296.00	\$ 39,520.00	\$ 43,680.00	\$ 17,333.33	\$ 17,333.33	\$ 73,320.00	\$ 71,309.33	Health Community Worker #2 will be pay \$23 hourly due to having more experienced. The carry over from Y1 from personnel salaries will be invested in health community workers.		
Community Health Worker #3	\$ 16,466.67	\$ 2,879.00	\$ 39,520.00	\$ 40,560.00	\$ 17,333.33	\$ 17,333.33	\$ 73,320.00	\$ 60,872.33	CBDO increase the rate of the health community worker #1 due to salary / rate will be increasing on 2024. The carry over from Y1 from personnel salaries will be invested in health community workers.		
Coordinator	\$ 15,253.33	\$ 9,715.20	\$ 36,608.00	\$ 47,840.00	\$ 15,946.67	\$ 23,546.67	\$ 67,808.00	\$ 81,101.87	FTE 100%. CBDO will increase the coordinator time as full-time to better support the health community workers. The carry over from Y1 from personnel salaries will be invested in health community workers for Y2. For Y3 the adjustment will be covered adjusting media promotion.		
Health Manager	\$ 2,970.00	\$ 1,729.66	\$ 7,128.00	\$ 7,128.00	\$ 3,267.00	\$ 3,267.00	\$ 13,365.00	\$ 12,124.66	Carryover to cover payroll for the proposed health community worker #4.		
Community Health Worker #4	\$ -	\$ -	\$ -	\$ 30,420.00	\$ -	\$ -	\$ -	\$ 30,420.00	CBDO will hire another community worker for the team to reach out to other Indigenous community such as Mazateco beside Mixteco. Will have the same rate as health community worker #1 and #3. The carry over from Y1 from personnel salaries will be invested in health community workers.		
Subtotal	\$ 67,623.34	\$ 32,789.86	\$ 162,296.00	\$ 210,188.00	\$ 71,211.67	\$ 78,813.67	\$ 301,133.01	\$ 321,791.53			
Benefits/Taxes/Workers Compensation											
Fringe Benefits	\$ 13,316.50	\$ 4,226.40	\$ 31,959.60	\$ 31,959.60	\$ 14,023.52	\$ 14,023.52	\$ 59,299.62	\$ 50,209.52	Carryover to cover payroll for the proposed health community worker #4.		
Payroll Taxes	\$ 9,489.97	\$ 2,751.03	\$ 22,775.93	\$ 28,426.03	\$ 9,993.82	\$ 9,993.82	\$ 42,259.72	\$ 41,170.88	Cover payroll taxes for the proposed health community worker #4. Carry over from Fringe benefits will be invested in health community worker #4.		
Workers Compensation	\$ 861.69	\$ 391.27	\$ 2,068.07	\$ 2,509.89	\$ 907.18	\$ 907.18	\$ 3,836.93	\$ 3,808.34	Cover workers comp for the proposed health community worker #4. Carry over from Fringe benefits will be invested in health community worker #4.		
Subtotal	\$ 23,668.16	\$ 7,368.70	\$ 56,803.60	\$ 62,895.52	\$ 24,924.51	\$ 24,924.51	\$ 105,396.27	\$ 95,188.73			
Total Personnel	\$ 91,291.50	\$ 40,158.56	\$ 219,099.60	\$ 273,083.52	\$ 96,136.18	\$ 103,738.18	\$ 406,529.28	\$ 416,980.26			
Equipment											
Computer	\$ 5,200.00	\$ 4,718.31	\$ -	\$ 500.00	\$ -	\$ -	\$ 5,200.00	\$ 5,218.31	Computer for the health community worker #4. Carry over from computer and printer will be invested in health community worker #4.		
Printer	\$ 1,000.00	\$ 530.91	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 530.91	Carry over will be invested in a computer for the health community worker #4.		
Total Equipment	\$ 6,200.00	\$ 5,249.22	\$ -	\$ 500.00	\$ -	\$ -	\$ 6,200.00	\$ 5,749.22			
Supplies											
General Office and Program Supplies	\$ 2,800.00	\$ 1,583.13	\$ 6,720.00	\$ 6,720.00	\$ 3,100.00	\$ 3,100.00	\$ 12,620.00	\$ 11,403.13	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Printing Material	\$ 600.00	\$ 396.54	\$ 1,440.00	\$ 1,440.00	\$ 660.00	\$ 660.00	\$ 2,700.00	\$ 2,496.54	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Total Supplies	\$ 3,400.00	\$ 1,979.67	\$ 8,160.00	\$ 8,160.00	\$ 3,760.00	\$ 3,760.00	\$ 15,320.00	\$ 13,899.67			
Travel											
Mileage Reimbursement	\$ 14,857.70	\$ 1,856.29	\$ 38,671.20	\$ 38,671.20	\$ 16,320.00	\$ 16,320.00	\$ 69,848.90	\$ 56,847.49	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Total Travel	\$ 14,857.70	\$ 1,856.29	\$ 38,671.20	\$ 38,671.20	\$ 16,320.00	\$ 16,320.00	\$ 69,848.90	\$ 56,847.49			
Other											
Phone	\$ 1,000.00	\$ 475.00	\$ 2,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.00	\$ 4,400.00	\$ 3,875.00	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Rent	\$ 4,500.00	\$ 2,700.00	\$ 10,800.00	\$ 10,800.00	\$ 4,800.00	\$ 4,800.00	\$ 20,100.00	\$ 18,300.00	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Utilities	\$ 2,100.00	\$ 1,441.00	\$ 5,040.00	\$ 5,040.00	\$ 2,400.00	\$ 2,400.00	\$ 9,540.00	\$ 8,881.00	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Communication	\$ 1,200.00	\$ 373.20	\$ 2,880.00	\$ 2,880.00	\$ 1,400.00	\$ 1,400.00	\$ 5,480.00	\$ 4,653.20	Carryover will be invested to cover gift cards that will help provide wrap-around services to community members based on the SDOI assessment.		
Gift Cards	\$ 5,000.00	\$ 1,000.00	\$ 12,000.00	\$ 46,000.00	\$ 35,000.00	\$ 35,000.00	\$ 52,000.00	\$ 82,000.00	Gift cards will help provide wrap-around services to the community when determinant that they need support based on the SDOI assessment. 500 dollar gift cards will be given to individuals who have hardship based on the SDOI assessment. The carry over from rent, printing material, program supplies, utilities, communication, phone, mileage reimbursement and Media Promotion will be invest in supporting community members based on the SDOI assessment.		
Promotional Material	\$ 6,000.00	\$ 5,832.34	\$ 14,400.00	\$ 14,400.00	\$ 6,000.00	\$ 6,000.00	\$ 26,400.00	\$ 26,232.34	Carryover will be invested in a computer for the health community worker #4.		
Media Promotion	\$ 15,000.00	\$ -	\$ 36,000.00	\$ 36,000.00	\$ 15,000.00	\$ 7,400.00	\$ 66,000.00	\$ 43,400.00	Carryover will be invested to cover gift cards that will help provide wrap-around services to the community when it is determined that they need support based on the SDOI assessment and will be invested in Professional development training for staff.		
Staff Training	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	Staff will receive professional develop training (Cultural Competence and Linguistic Training). \$1,000 from Media Promotion will be carry into Staff Training		
Total Other	\$ 34,800.00	\$ 11,821.54	\$ 83,520.00	\$ 118,520.00	\$ 65,600.00	\$ 58,000.00	\$ 183,920.00	\$ 188,341.54			
Total Direct Costs	\$ 150,549.20	\$ 61,065.28	\$ 349,450.80	\$ 438,934.72	\$ 181,816.18	\$ 181,816.18	\$ 681,816.18	\$ 681,816.18			
Indirect Costs @ 10%	\$ 15,054.92	\$ 6,106.53	\$ 34,945.08	\$ 43,893.47	\$ 18,181.62	\$ 18,181.62	\$ 68,181.62	\$ 68,181.62			
Grand Total	\$ 165,604.12	\$ 67,171.81	\$ 384,395.88	\$ 482,828.19	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00			