

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated December 17, 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, 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-24-129 (Agreement number A-23-132 and First Amendment number A-24-129, 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.

Centro Binacional para el Desarrollo Indigena Oaxaqueno COUNTY OF FRESNO

Sarait Martinez, Executive Director

2911 Tulare Street
Fresno, CA 93721

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:		A-24-129							
Agreement Term:		March 28, 2023 - May 31, 2026							
Organization Name:		Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO)							
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 (5 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
Community Health Worker #1	\$ 8,070.00	\$ 40,560.00	\$ 39,696.00	\$ 17,333.33	\$ 33,440.00	\$ -	\$ 65,963.33	\$ 81,206.00	Carryover from FY2 CHW#1 \$864, CHW#2 \$854, CHW#3 \$11,734.12, Health Manager \$172.96 & CHW#4 \$241.21 for FY3 CHW#1 \$16,106.67, CHW#1 \$19/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 100%
Community Health Worker #2	\$ 10,296.00	\$ 43,680.00	\$ 43,096.00	\$ 17,333.33	\$ 38,720.00	\$ -	\$ 71,309.33	\$ 92,112.00	Carryover from FY2 CHW#4 \$13,066.70 & Fringe Benefits \$319.88 for FY3 CHW \$21,386.67, CHW#2 \$22/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 100%
Community Health Worker #3	\$ 2,979.00	\$ 40,560.00	\$ 28,825.88	\$ 17,333.33	\$ 45,760.00	\$ -	\$ 60,872.33	\$ 77,564.88	Carryover FY2 Gift Cards \$12,716.74, Promotional Material \$23.04, Media Promotion \$4,686.89 & Moved FY3 Promotional Material \$6,000, Taxes \$5,000 for FY3 CHW#3 \$28,426.67, CHW#3 \$26/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 100%
Coordinator -	\$ 9,715.20	\$ 47,840.00	\$ 45,329.62	\$ 23,546.67	\$ 47,520.00	\$ -	\$ 81,101.87	\$ 102,564.82	Carryover from FY2 Fringe Benefits \$4,490.59, Taxes \$5,009.83, Worker's Com \$1,388.24, Computer \$8.44, Program Supplies \$2,703.3 and Mileage \$10,372.92 for FY3 Coordinator \$23,973.33, Coordinator \$27/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 100%
Health Manager	\$ 1,729.66	\$ 7,128.00	\$ 6,955.04	\$ 3,267.00	\$ 7,680.00	\$ -	\$ 12,124.66	\$ 16,364.70	Carryover FY2 Mileage \$4,413 for Health Manager \$4,413, Manager \$4.36/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 12.5%
Community Health worker #4	\$ -	\$ 30,420.00	\$ 17,112.00	\$ -	\$ 33,440.00	\$ -	\$ 30,420.00	\$ 50,552.00	Having a community health worker #4 was a strong asset during the last term, offering a highly needed indigenous language (Mixteco from Guerrero), therefore this position is needed to continue. Carryover FY2 Mileage \$15,845.38, Phone \$24.82, Communication \$448.39, Gift Cards \$17,121.41 for CHW#4 \$33,400, CHW#4 \$19/hr x 44 weeks (5 days per week & 8 hours per day) @ FTE 100%
Subtotal	\$ 32,789.86	\$ 210,188.00	\$ 181,014.54	\$ 78,813.67	\$ 206,560.00	\$ -	\$ 321,791.53	\$ 420,364.40	
Benefits/Taxes/Workers Compensation									
Fringe Benefits	\$ 4,226.40	\$ 31,959.60	\$ 19,149.13	\$ 14,023.52	\$ 29,538.08	\$ -	\$ 50,209.52	\$ 52,913.61	Carryover FY2 Media Promotion \$15,313.11 and Moved Mileage \$201.45 for FY3 Benefits \$15,514.56. These are reimbursed on actual expenditures.
Payroll Taxes	\$ 2,751.03	\$ 28,426.03	\$ 15,816.23	\$ 9,993.82	\$ 22,019.30	\$ -	\$ 41,170.88	\$ 40,586.56	Moved FY3 Mileage \$12,025.48 for FY3 Taxes \$12,025.48. These are reimbursed on actual expenditures.
Workers Compensation	\$ 391.27	\$ 2,509.89	\$ 1,121.65	\$ 907.18	\$ 2,148.22	\$ -	\$ 3,808.34	\$ 3,661.14	Moved FY3 Mileage \$880.31, Gift Cards \$360.74 for FY3 Worker's Comp \$1,241.05. These are reimbursed on actual expenditures.
Subtotal	\$ 7,368.70	\$ 62,895.52	\$ 36,087.01	\$ 24,924.52	\$ 53,705.60	\$ -	\$ 95,188.73	\$ 97,161.31	
Total Personnel	\$ 40,158.56	\$ 273,083.52	\$ 217,101.55	\$ 103,738.18	\$ 260,265.60	\$ -	\$ 416,980.26	\$ 517,525.71	
Equipment									
Computer	\$ 4,718.31	\$ 500.00	\$ 491.56	\$ -	\$ -	\$ -	\$ 5,218.31	\$ 5,209.87	Carryover FY \$8.44 for FY2 Coordinator.
Printer	\$ 530.91	\$ -	\$ -	\$ 530.91	\$ -	\$ -	\$ 530.91	\$ 530.91	No further budget for printer maintenance.
Total Equipment	\$ 5,249.22	\$ 500.00	\$ 491.56	\$ -	\$ -	\$ -	\$ 5,749.22	\$ 5,740.78	
Supplies									
General Office and Program Supplies	\$ 1,583.13	\$ 6,720.00	\$ 4,016.66	\$ 3,100.00	\$ 3,333.94	\$ -	\$ 11,403.13	\$ 8,933.73	Moved FY3 Gift Cards \$233.94 for FY3 Program Supplies \$233.94. Approx. \$333.39/mo. (ten months)
Printing Material	\$ 396.54	\$ 1,440.00	\$ 1,440.00	\$ 660.00	\$ 1,440.00	\$ -	\$ 2,496.54	\$ 3,276.54	Moved FY3 Gift Cards \$780 for FY3 Printing \$780. Approx. \$144/mo. (ten months)
Total Supplies	\$ 1,979.67	\$ 8,160.00	\$ 5,456.66	\$ 3,760.00	\$ 4,773.94	\$ -	\$ 13,899.67	\$ 12,210.27	
Travel									
Mileage Reimbursement	\$ 1,856.29	\$ 38,671.20	\$ 8,039.50	\$ 16,320.00	\$ 3,213.16	\$ -	\$ 56,847.49	\$ 13,108.95	Carryover FY2 \$30,631.70 for FY3 Coordinator \$10,372.92, Health Manager \$4,413, CHW#4 \$15,845.38, Moved FY3 \$13,107.24 for FY3 Benefits \$201.45, Taxes \$12,025.48, Worker's Comp \$880.31, Approx. \$321/mo. (ten months). Reimbursement @ 0.67 cents/mileage.
Total Travel	\$ 1,856.29	\$ 38,671.20	\$ 8,039.50	\$ 16,320.00	\$ 3,213.16	\$ -	\$ 56,847.49	\$ 13,108.95	
Other									
Phone	\$ 475.00	\$ 2,400.00	\$ 2,375.18	\$ 1,000.00	\$ 2,600.00	\$ -	\$ 3,875.00	\$ 5,450.18	Phone has been adjusted to cover all staff under the program. Moved FY3 Gift Cards \$1,600 for FY3 Phone \$1,600. Approx. \$260/mo. (ten months)
Rent	\$ 2,700.00	\$ 10,800.00	\$ 10,800.00	\$ 4,800.00	\$ 9,000.00	\$ -	\$ 18,300.00	\$ 22,500.00	Rent has been adjusted to be covered for the next 10 months. Moved FY3 Gift Cards \$4,200 for FY3 Rent \$4,200. Approx. \$900/mo. (ten months)
Utilities	\$ 1,441.00	\$ 5,040.00	\$ 5,040.00	\$ 2,400.00	\$ 6,699.32	\$ -	\$ 8,881.00	\$ 13,180.32	Moved FY3 Gift Cards \$2,625.33, Gift Cards \$1,673.99 for Utilities \$4,299.32. Approx. \$669.93/mo. (ten months).
Communication	\$ 373.20	\$ 2,880.00	\$ 2,431.61	\$ 1,400.00	\$ 2,426.01	\$ -	\$ 4,653.20	\$ 5,230.82	Moved FY3 Gift cards \$1,026.01 for FY3 Communication \$1,026.01. Approx. \$242.60/mo. (ten months).
Gift Cards	\$ 1,000.00	\$ 46,000.00	\$ 16,161.85	\$ 35,000.00	\$ 22,500.00	\$ -	\$ 82,000.00	\$ 39,661.85	Gift card budget has been adjusted to reflected actual number of gift cards being given out monthly. For FY3 Gift Cards \$22,500 is required. Approx. \$2,250/mo. (ten months). Carryover FY2 \$29,838.15 for FY2 CHW#4 \$17,121.41, CHW#3 \$12,716.74, Moved FY3 \$29,838.15 for FY3 Worker's Com \$360.74, Program Supplies \$233.94, Printing \$780, Phone \$1,600, Rent \$4,200, Utilities \$4,299.32. Approx. \$2,250/mo. (ten months).
Promotional Material	\$ 5,832.34	\$ 14,400.00	\$ 14,376.96	\$ 6,000.00	\$ -	\$ -	\$ 26,232.34	\$ 20,209.30	There are promotional materials such as hats, shirts, and more remaining from purchases made in Y2. Therefore, for Y3 the budget that have been proposed for promotional material will be moved to cover program's personnel salaries.
Media Promotion	\$ -	\$ 36,000.00	\$ 16,000.00	\$ 7,400.00	\$ 10,000.00	\$ -	\$ 43,400.00	\$ 26,000.00	Media promotion budget for Y3 has been adjusted to focus on radio station ads that have shown greater reach outcomes. Carryover FY2 Taxes \$2,600. Approx. \$1,000/mo. (ten months).

Staff Training		\$ -	\$ 1,000.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 1,000.00	\$ 1,000.00
Total Other	\$	11,821.54	118,520.00	67,685.60	58,000.00	53,725.33	-	188,341.54	133,232.47
Total Direct Costs	\$	61,065.28	438,934.72	298,774.87	181,818.18	321,978.03	-	681,818.18	681,818.18
Indirect Costs @ 10%	\$	6,106.53	43,893.47	29,877.49	18,181.82	32,197.80	-	68,181.82	68,181.82
Grand Total	\$	67,171.81	482,828.19	328,652.36	200,000.00	354,175.83	-	750,000.00	750,000.00

The remaining \$500 will be utilized for Staff training. Carryover FY2 Training \$500 for FY3 Training \$500.