Service Term Amendment

CivicSpark 2025-26

This contract amendment template is for **all Partners who have an existing agreement with PHI to host a Fellow for the 2024-25 service year and are returning to host a Fellow for the 2025-26 service year.** This form allows you to amend your existing agreement instead of entering into a new agreement. If you wish to enter into a new agreement, use that template instead.

Use of this contract template is strongly preferred. If your agency has a template of your own you are required to use, please go ahead and do so, **just ensure that the following Exhibits are incorporated:**

* Exhibit A: Contracted Performance Measures and Policies, including Non-Harassment and Civil Rights Policy
* Exhibit B: Scope of Services
* Exhibit C: Partner Responsibilities
* Exhibit D: Compensation and Billing
* Exhibit E: Reimbursable Expenses
* Exhibit F: Timeline

If using this template and adding in some of your own language or making updates, please **use track changes** to aid the CivicSpark team’s review.

**Instructions**

1. Add information in all yellow highlighted sections and any other language you need using track changes. Comments are for guidance only and will be deleted before final execution.
2. Send the draft document to civicsparkcontracts@phi.org to confirm the changes are acceptable by our team.
3. We have created a checklist to assist in collecting other required documents. Please return this checklist with the initial draft of the agreement. We have seen that additional documents may include, but are not limited to, a Certificate of Insurance, Business License, Vendor Registration, W-9, etc.
4. Please do NOT sign/route for signature until a final draft has been approved by all parties via email.
5. If using our template, do not convert to PDF, CivicSpark staff will review, remove these instructions, highlighting, and guidance comments to finalize the document.
6. Once you receive approval from the CivicSpark team and the authorized approvers on your end, it is our preference that we route for signature through DocuSign. If there are specific signature requirements (wet signature, Partner signs first, multiple signatures, etc.), please note on the Checklist document.

**Tips for editing:**

* Click Review > Tracking > Click ‘Track Changes’ and choose ‘All Markup’ to view helpful explanations, relevant guidance, and steps needed to update properly.
* Hover over explanations to see the full text.
* **Be sure to turn on Track Changes for any of your agency edits**. CivicSpark staff will then review and accept the changes and return to you.

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_ (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

**RECITALS**

1. WHEREAS, the Partner and PHI have entered into the Agreement (as defined below); and
2. WHEREAS, the Partner and PHI desire to modify the Agreement on the terms and conditions set forth herein to update contractual clauses.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and PHI hereby covenant and agree as follows:

**AGREEMENT**

* + - 1. **Agreement**. Refers to the Agreement for Services of Independent Contractor dated \_\_\_\_\_\_\_\_\_\_ between the Partner and PHI.
			2. **Definitions**. Defined terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
			3. **Modifications to the Agreement**. The Agreement is hereby modified as follows:

*a****. Exhibit B - Scope of Services.*** *Exhibit B – Scope of Services, Item 3 is hereby added:*

Project Specific Scope of Work

* 1. [If desired identify project topic or subject area (e.g., outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], the fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	2. [If desired identify project topic or subject area (e.g., outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], The Fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	3. [Add more project areas or tasks needed]

*b****. Exhibit D - Compensation.*** *Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to read as follows:*

PHI will receive no more than $\_\_\_\_\_\_\_\_ for [#] Fellow(s) for performing the services set forth in this Agreement.

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| --- | --- | --- | --- |
|  | **Number of Fellows:** | **Cost Per Fellow** | **Total Costs** |
| **Full Time Fellows:** | **[x]** | **$35,000****$40,000 (returning fellow)** | **[x]** |
| **Three-Quarter Time Fellows:** | **[x]** | **$26,500** | **[x]** |
| **Half Time Fellows:** | **[x]** | **$17,500** | **[x]** |
| ***Total*** |  |

|  |
| --- |
| **Full-Time Per Fellow Benefits** |
| Costs | $35,000/Fellow |
| Project Support | 11 Months, 1,300+ project hours |
| Additional Benefits | Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours. |
| Timeframe | September 29, 2025 – August 28, 2026 (Orientation: September 29 – 30, 2024) |

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| **Three-Quarter Time Per Fellow Benefits** |
| Costs | $26,500/Fellow |
| Project Support | 7.5 Months, 920+ project hours |
| Additional Benefits | Up to 40 additional project-prep hours. Up to 70 volunteer engagement hours. |
| Timeframe | January 5, 2025 – August 28, 2026 (Orientation: January 12 – 13, 2024) |

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| **Half-Time Per Fellow Benefits** |
| Costs | $17,500/Fellow |
| Project Support | 6 Months, 690+ project hours |
| Additional Benefits | Up to 20 additional project-prep hours. Up to 50 volunteer engagement hours. |
| Timeframe: | March 2, 2025 – August 28, 2026 (Orientation: March 2 – 3, 2025) |

*Exhibit D – Compensation, Paragraph 4 is hereby amended in its entirety to read as follows:*

Lump Sum Payment — $XXXX

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed**.** Lump Sum payment is **due at contract signing**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is responsible for the full contract amount regardless of hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

*c****. Exhibit F – Timeline.*** *Exhibit F – Timeline, is hereby amended in its entirety to read as follows:*

All tasks enumerated in Exhibit B – Scope of Services are to start September 22, 2025 and should be completed by August 21, 2026.

* + - 1. **Conflict or Inconsistency**. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.
			2. **Entire Agreement; Amendment**. This Amendment, together with the Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may not be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Dated as of the Effective Date set forth above.

PARTNER:

[Full legal name of Partner]

By:

Name:

Title:

Date:

PUBLIC HEALTH INSTITUTE;

Public Health Institute, a California nonprofit public benefit corporation

By:

Name:

Title:

Date: