

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 12th day of December, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and AMI Expeditionary Healthcare LLC, a Virginia Corporation, whose address is 11150 Sunset Hills Road, Suite 307, Reston, VA 20190, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number D-20-418, dated August 7, 2020, (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide coordination, daily operation and administration of the COUNTY'S COVID-19 alternate care site to the COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to adjust pricing for each thirty (30) day period that the COUNTY'S Alternate Care Site is operational and exercise the extension clause in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That Section Two (2) of the Agreement, "TERM", located on page Two (2), beginning on Line Two (2), with the word, "The", and ending on Line Six (6) with the word, "performance.", be deleted in its entirety and replaced with the following:

"The term of this Agreement shall be effective upon execution through and including June 30, 2021. This Agreement may be extended for one (1) additional six (6) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next six (6) month extension period. The COUNTY'S DPH Director or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance."

2. That Section Four (4) of the Agreement, "COMPENSATION", located on page Three (3), beginning on Line Two (2), with the letter "A.", and ending on page Four (4), Line 1, with the word "CONTRACTOR", be deleted in its entirety and replaced with the following:

"A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive

1 **FIRST AMENDMENT TO AGREEMENT**

2 THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered
3 into this 12th day of December, 2020, by and between COUNTY OF FRESNO, a Political Subdivision
4 of the State of California, Fresno, California (hereinafter "COUNTY"), and AMI Expeditionary
5 Healthcare LLC, a Virginia Corporation, whose address is 12030 Sunrise Valley Drive, Suite 240,
6 Reston, VA 20190, (hereinafter "CONTRACTOR").

7 **WITNESSETH:**

8 WHEREAS, COUNTY and CONTRACTOR entered into Agreement number D-20-248, dated
9 August 7, 2020, (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide
10 coordination, daily operation and administration of the COUNTY'S COVID-19 alternate care site to the
11 COUNTY; and

12 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to
13 adjust pricing for each thirty (30) day period that the COUNTY'S Alternate Care Site is operational and
14 exercise the extension clause in the Agreement.

15 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
16 is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

17 1. That Section Two (2) of the Agreement, "TERM", located on page Two (2), beginning
18 on Line Two (2), with the word, "The", and ending on Line Six (6) with the word, "performance.", be
19 deleted in its entirety and replaced with the following:

20 "The term of this Agreement shall be effective upon execution through and including
21 June 30, 2021. This Agreement may be extended for one (1) additional six (6) month period upon
22 written approval of both parties no later than thirty (30) days prior to the first day of the next six (6)
23 month extension period. The COUNTY'S DPH Director or his or her designee is authorized to execute
24 such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance."

25 2. That Section Four (4) of the Agreement, "COMPENSATION", located on page Three
26 (3), beginning on Line Two (2), with the letter "A.", and ending on page Four (4), Line 1, with the word
27 "CONTRACTOR", be deleted in its entirety and replaced with the following:

28 "A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive

1 compensation for services satisfactorily performed in accordance with Section 4 (Pricing), included in
2 Exhibit A – AMI Request for Proposal, for the period of August 7, 2020 through December 31, 2020.

3 B. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
4 compensation for services satisfactorily performed in accordance with Exhibit A – Revised, Pg. 6,
5 Section 4.1, attached hereto and by this reference incorporated herein, for the period of January 1,
6 2021 through June 30, 2021.

7 C. For the provision of care to 25 beds, COUNTY agrees to pay CONTRACTOR a
8 monthly rate of Nine Hundred Twenty-Nine Thousand, Six Hundred Twenty-Four and No/100 Dollars
9 (\$929,624.00) for each thirty (30) day period that the COUNTY'S Alternate Care Site is operational, for
10 the period of August 7, 2020 through December 31, 2020.

11 D. For the provision of care to 25 beds, COUNTY agrees to pay CONTRACTOR a
12 monthly rate of One-Million, Twenty-One Thousand, Seven Hundred Sixty-Nine and No/100 Dollars
13 (\$1,021,769.00) for each thirty (30) day period that the COUNTY'S Alternate Care Site is operational,
14 for the period of January 1, 2021 June 30, 2021.

15 E. The COUNTY will have the ability to increase the bed capacity up to a maximum
16 of 50 beds under this Agreement. If at such time the COUNTY requires the number of care beds to
17 increase beyond 25 beds (up to the maximum 50), COUNTY will provide CONTRACTOR with a seven
18 (7) day notice, to allow CONTRACTOR adequate time to staff accordingly for meeting the increased
19 service level need. COUNTY will pay CONTRACTOR for the additional staffing consistent with the
20 pricing in Exhibit A – Revised.

21 F. In no event shall services performed under this Agreement be in excess of Four
22 Million, Six Hundred Forty-Eight Thousand, One Hundred Twenty and No/100 Dollars (\$4,648,120.00)
23 to cover the cost of a 25 bed operation for the initial five (5) months of this Agreement and Four Million,
24 Six Hundred Forty-Eight Thousand, One Hundred Twenty and No/100 Dollars (\$4,648,120.00) for an
25 additional 25 bed capacity, for the period of August 7, 2020 through December 31, 2020.

26 G. In no event shall services performed under this Agreement be in excess of Six
27 Million, One Hundred Thirty Thousand, Six Hundred Fourteen and No/100 Dollars (\$6,130,614.00) to
28 cover the cost of a 25 bed operation, and Six Million, One Hundred Thirty Thousand, Six Hundred

1 Fourteen and No/100 Dollars (\$6,130,614.00) for an additional 25 bed capacity, for the period of
2 January 1, 2021 through June 30, 2021. If the Agreement term is extended for an additional six (6)
3 months, in no event shall services performed under this Agreement be in excess of Six Million, One
4 Hundred Thirty Thousand, Six Hundred Fourteen and No/Dollars (\$6,130,614.00) to cover the cost of
5 a 25 bed operation or Twelve Million, Two Hundred Sixty-One Thousand, Two Hundred Twenty-Eight
6 and No/100 Dollars (\$12,261,228.00) to cover the cost of a 50 bed operation for the period of July 1,
7 2021 through December 31, 2021.

8 H. It is understood that all expenses incidental to CONTRACTOR'S performance of
9 services under this Agreement shall be borne by CONTRACTOR.

10 I. Payments by COUNTY shall be in arrears, for services provided during the
11 preceding month, within thirty (30) days from date of receipt, verification and approval of
12 CONTRACTOR'S invoice and support documentation by COUNTY. If CONTRACTOR should fail to
13 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
14 compensation."

15 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
16 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
17 shall be considered the Agreement.

18 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
20 in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first hereinabove written.

CONTRACTOR:
AMI EXPEDITIONARY HEALTHCARE, LLC

COUNTY OF FRESNO:

Randy Cook

Randy Cook, Chief Operating Officer

Jean M. Rousseau

Jean M. Rousseau, County Administrative Officer
of the County of Fresno

Mike Asimos

Mike Asimos, Managing Director



Mailing Address

AMI Expeditionary Healthcare LLC
12030 Sunrise Valley Drive, Suite 240
Reston, VA 20190

FOR ACCOUNTING USE ONLY:

ORG No.: 56201019
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

4 Pricing

4.1 MACRO Table (30.4 days of operations)

Total: Macro Pricing				
Category	Cost base / OT days	Shift Totals / Notes	CLIN QTY	Total CLIN Cost
Health Administrator & Medical Director	\$ 33,320.28	0.33	1	\$ 33,320.28
Ward Administration Staff (25 Beds)	\$ 22,213.52	0.66	1	\$ 22,213.52
MD (25 Beds)	\$ 133,281.13	0.66	1	\$ 133,281.13
Nurse Practitioner (25 Beds)	\$ 107,701.92	1.00	1	\$ 107,701.92
Registered Nurse (25 Beds)	\$ 247,377.85	2.45	1	\$ 247,377.85
Paramedic (25 Beds)	\$ 37,022.54	0.66	1	\$ 37,022.54
CNA- EMT(Basic) (25 Beds)	\$ 91,490.54	2.33	1	\$ 91,490.54
Logistician	\$ 37,022.54	0.66	1	\$ 37,022.54
Case Workers	\$ 44,875.80	1.00	1	\$ 44,875.80
PMO	\$ 22,213.52	0.33	1	\$ 22,213.52
Pharmacy Tech	\$ 25,175.32	0.33	1	\$ 25,175.32
Reception Support (25 Beds)	\$ -	0.00	1	\$ -
Flights and transport	2,000.00	Round trip flights and taxis	30	60,460.00
Lodging	110.00	USG rates	30	99,759.00
Per diem	66.00	USG rates	30	59,855.40
				\$ 1,021,769.35

Increases due to:

- Increase in some craft groups due to current market strain
- Slight increase in insurance costs
- Project Management Office (PMO) adjustment for additional strain and load in recruiting requirements

4.2 Notes and Caveats

- Costs include 24/7 operations incorporating both straight and overtime rates for clinicians.
- Costs include all applicable insurances (General Liability and Professional Liability – Med Mal).
- Other Direct Costs: Transportation, Lodging and Per Diem are not to exceed amounts (NTE), AMI will work to reduce via local talent applications.
- NOTE: Flights and Transportation is for initial mobilization and demobilization of entire team. Run rate on a monthly basis will be minimal.
- Pricing reflected is for a single Task Force application.