

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment I") is made and entered into this 1st day of December, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and United Health Centers of the San Joaquin Valley, a designated Federally Qualified Health Center (FQHC) by both the Federal and State Governments, whose address is 3875 W. Beechwood Avenue, Fresno, CA 93722, (hereinafter "CONTRACTOR"). COUNTY and CONTRACTOR are referred to collectively as "Parties", or "Party" individually to this Agreement.

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number D-20-325, dated 20<sup>th</sup> day of August, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to expand COVID-19 testing and address immediate testing needs in vulnerable population groups who need additional supports accessing testing within both rural and urban communities.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to provide two additional fee options to allow for weekly larger scale COVID-19 testing in West Fresno, on the campus of Central High School. This targeted testing will help close the health equity gap in COVID-19 testing in this part of the county, where high positivity rates and case counts exist.

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

1. Section Five (5) of the Agreement, "COMPENSATION", Subsection B, located on Page Three (3), beginning on line Four (4) with the word "In" and ending on line Five (5) with the word, "Agreement.", be deleted and replaced in its entirety with the following:

" In no event shall services performed under this Agreement be in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) during the full term of this Agreement."

2. That all references in existing COUNTY Agreement No. D-20-325 to "Exhibit A" shall be changed to read, "Revised Exhibit A", where appropriate, attached hereto and incorporated herein by reference.

3. That all references in existing COUNTY Agreement No. D-20-325 to Exhibit A-1" shall

1 be changed to read, "Revised Exhibit A-1", where appropriate, attached hereto and incorporated  
2 herein by reference.

3 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
4 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together  
5 shall be considered the Agreement.

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

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EXECUTED AND EFFECTIVE as of the date first above set forth.

**CONTRACTOR:**  
**United Health Centers of the San Joaquin Valley**

**COUNTY OF FRESNO:**

  
\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
Colleen Curtis  
President and Chief Executive Officer

\_\_\_\_\_  
Colleen Curtis, President and CEO  
United Health Centers of the San Joaquin Valley  
3875 W. Beechwood Ave.  
Fresno, CA 93722

\_\_\_\_\_  
Mailing Address

FOR ACCOUNTNG  
USE ONLY:

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

**Revised Exhibit A**

**SCOPE OF WORK  
Responsibilities of Parties**

**United Health Centers of the San Joaquin Valley (“UHC”)  
And  
County of Fresno (“County”)**

UHC and County are entering into this Memorandum of Understanding (MOU) for the provision of Direct Healthcare Services.

NOW THEREFORE, UHC and County, inconsideration of the premises stated above and the terms and conditions specified within the contract agree as follows:

**A. Service/Collaboration Responsibilities of the Parties**

Parties, UHC and County understand that each should be able to fulfill its responsibilities under this MOU, in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

UHC will provide:

1. Administration and oversight of all services related to COVID 19 testing
2. Collaborate/Coordinate with County to conduct mobile testing at locations as specified/requested by County and agreed by UHC.
3. Provide COVID-19 testing
4. Provide COVID-19 test results
5. Management of claim submission and reimbursement.
6. Report number of encounters and encounter types per event. Report to include;
  - a. Event location
  - b. number of encounters and encounter types (i.e. screening, testing, treatment)

County will provide:

1. Work with UHC to market the COVID 19 testing program to Fresno County communities.
2. Work with UHC to coordinate testing events with Fresno County partners and other community organizations.

3. Allow and coordinate sufficient space for the setup of testing events at offsite non-UHC locations when necessary.

**B. Billing and Compensation**

UHC will issue claims on an event basis to the patient’s personal insurance. Additionally, UHC will bill the County a daily fee as specified in *Revised Exhibit A-1* to cover for additional cost (mobile vans, staff, supplies, etc.)

County shall reimburse UHC within 30 days following receipt of the claim for all authorized Services Covered under this Agreement at the rates listed in *Revised Exhibit A-1*. Services Covered is defined by all services noted in this agreement in *Revised Exhibit A-1*. Any other service(s) rendered are excluded from this agreement.

UHC shall submit all County claims to:

County of Fresno

1221 Fresno Street, 6<sup>th</sup> fl (Business Office)

Fresno, CA 93721

**Point of contact for Reimbursement/Invoice Questions:**

**UHC / Invoices**

<b>Charles Meza</b>	<b>Navjot Singh</b>
Phone Number: 559-646-6618 X0070	559-646-6618 X0039
Email: mezac@unitedhealthcenters.org	Email: singhn@unitedhealthcenters.org
Address: 3875 W. Beechwood Ave., Fresno, CA 93722	

COUNTY

Name: Reyna Villalobos

Phone number: (559) 600-0778

Email address: revillalobos@fresnocountyca.gov

## Revised Exhibit A-1

### Fee Schedule

- I. \$1,500 per event fee with a minimum quota of (15-74) encounters, and/or 1 to 2 hour events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.
- II. \$3,000 per event fee with a minimum quota of (75 to 100) encounters, and/or 2 to 4 hour events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.
- III. \$6,000 per event fee with a minimum quota of (101 to 200) encounters, and/or 4 to 6 hrs events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.
- IV. \$9,000 per event fee with a minimum quota of (201 to 350) encounters, and/or 6 to 8 hour events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.
- V. \$12,000 per event fee with a minimum quota of (351 to 500) encounters, and/or 6 to 8 hour events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.
- VI. \$18,000 per event fee with a minimum quota of (501 to 700) encounters, and/or 6 to 8 hour events. Encounters may be any combination of COVID 19 screening, testing and/or treatment.

Activities covered during events shall include the services listed below:

1. Provide COVID-19 testing (i.e. sample collection)
2. Submit test for lab diagnostics
3. Provide COVID-19 test results to consumers
4. Management of COVID-19 related care
5. Management of claim submission and reimbursement
6. For activities 1 thru 3 above that cannot be covered through your agency's funding structure and/or other sources of funding (including but not limited to insurance) the County would compensate at a maximum rate of \$140. This rate covers sample collection, lab diagnostic, patient follow-up for test results.

Note: For the purpose of clarification the word "event" covers any venue where the need for testing is identified by the County (i.e. labor camps, packing plants, specific rural communities)