

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 13th day of July, 2021, by and between the County of Fresno, a Political Subdivision of the State of California, ("COUNTY"), and Valley Health Team, Inc., a California corporation, whose address is 21890 S. Colorado Avenue, San Joaquin, CA 93660, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-19-386, dated August 6, 2019, pursuant to which CONTRACTOR agreed to provide services that contribute to the reduction of hypertension rates and to increase detection and management of heart disease to COUNTY, through its Department of Public Health (Department); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment No. A-19-386-1, dated February 4, 2020, to reduce total compensation and amend the Scope of Work (Agreement No. A-19-386 and First Amendment No. A-19-386-1, collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement to retroactively revise the effective date of the Agreement from August 6, 2019 to March 1, 2019, with no change in the compensation for the period of March 1, 2019 through September 29, 2019, as CONTRACTOR began providing services pursuant to the terms of the Agreement beginning March 1, 2019; and

WHEREAS, COUNTY and CONTRACTOR also desire to amend the Agreement to revise the scope of work timeline and shift unspent year two funds to year three budget.

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

1. That all references in the Agreement to "Revised Exhibit A" shall be changed to read "REVISED Exhibit A-1", attached hereto and incorporated herein by this reference.
2. That Section Two (2) (TERM) of the Agreement, located on page Two (2), lines One (1) through Seven (7), is deleted in its entirety and replaced with the following:

1 "2. TERM

2 The term of this Agreement shall be effective March 1, 2019 through and including September 29,
3 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods
4 upon written approval of both parties no later than thirty (30) days prior to the first day of the next
5 twelve (12) month extension period. The Director of the Department of Public Health or his or her
6 designee is authorized to execute such written approval on behalf of COUNTY based on
7 CONTRACTOR's satisfactory performance, and federal funding availability."

8 3. That Section Four (4) of the Agreement, located on page Three (3), lines Five (5)
9 through Seventeen (17), is deleted in its entirety and replaced with the following:

10 "4. COMPENSATION

11 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
12 compensation at the rates as identified in Revised Exhibit B-1, attached hereto and incorporated
13 herein by this reference.

14 In no event shall actual services performed under this Agreement exceed One Hundred
15 Thousand Two Hundred Ninety-Six and No/100 Dollars (\$100,296) for the period of March 1, 2019
16 through September 29, 2019.

17 In no event shall actual services performed under this Agreement exceed Two Hundred
18 Fifty Thousand Four Hundred Twenty-Eight and No/100 Dollars (\$250,428) for the period of
19 September 30, 2019 through September 29, 2020.

20 In no event shall actual services performed under this Agreement exceed Three
21 Hundred Forty-Nine Thousand Two Hundred Seventy-Five and No/100 Dollars (\$349,275) for the
22 period of September 30, 2020 through September 29, 2021.

23 In no event shall services performed under this Agreement be in excess of Two
24 Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$249,999.00) during
25 each of the two (2) possible one (1) year extensions.

26 It is understood that all expenses incidental to CONTRACTOR'S performance of
27 services under this Agreement Shall be borne by CONTRACTOR "

28 3. That all references in the Agreement to "Revised Exhibit B" shall be changed to read

1 "REVISED Exhibit B-1", attached hereto and incorporated herein by this reference.

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

5 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
6 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
7 in full force and effect. This Second Amendment shall be effective retroactive to March 1, 2019.

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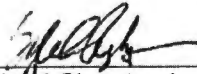
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1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the
2 date first above set forth.

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4 **CONTRACTOR:**
5 **Valley Health Team Inc.**

COUNTY OF FRESNO:

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7 
8 _____
(Authorized Signature)

9
10 
11 _____
Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

12 Soyla R. Griffin, CEO
13 _____
Print Name & Title

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

14 21890 S. Colorado Avenue, San Joaquin,
15 California 93660
_____ Mailing Address

16 By: 
_____ Deputy

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23
24 **FOR ACCOUNTING**
USE ONLY:

25 **ORG No.:** 56201554
26 **Account No.:** 7295
27 **Fund/Subclass:** 0001/10000

28 SA

Collaborating For Wellness Clinic Subcontractor Scope of Work

Strategy #1			
Valley Health Team (VHT) will identify patients with undiagnosed or uncontrolled hypertension for referrals to interventions and promote innovative ways to adopt evidence-based quality measurements at the provider level.			
Activity Description	Start Quarter	End Quarter	Deliverables
<p>Activity 1.1</p> <p>VHT will review their electronic health system to establish identification protocols and referral procedures for patients with undiagnosed or uncontrolled hypertension. Clinic will determine which best practices, improved algorithms, workflows, etc., could be implemented to better identify patients with undiagnosed hypertension. This may include working with a technical assistance (TA) provider/EHR consultant such as Intrepid Ascent.</p> <p>Implement new system at a minimum of 4 sites.</p>	Y2Q2	Y3Q4	<p>Submit to Fresno County Department of Public Health (FCDPH):</p> <ul style="list-style-type: none"> -Narrative summary of how clinic will improve identification of undiagnosed hypertensive, uncontrolled, or at-risk hypertensive patients. -Screenshot of clinical fields. -Updated clinical guidelines/criteria or protocols for managing hypertension
<p>Activity 1.2</p> <p>VHT staff will use new EHR tool to run reports on a regular basis and identify patients for interventions. Staff will track referrals and follow up using the EHR system or other patient tracking software.</p>	Y2Q2	Y3Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -Sample report of patients (de-identified) selected for intervention(s).
<p>Activity 1.3</p>	Y2Q2	Y3Q4	<ul style="list-style-type: none"> -List of CQM's used to track differences in blood pressure control

Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>VHT will identify clinical quality measures (CQM) currently used to identify priority high burden subpopulations.</p>			<p>-List innovative approach used to adopt or improve CQM's.</p>
<p>Activity 1.4</p> <p>VHT will submit quarterly performance measure report to determine effectiveness of program.</p>	<p>Y2Q3</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-Quarterly report for B.1, B.2a(i), B2a(ii), B.2b(i), B.2b(ii) measures due by:</p> <ul style="list-style-type: none"> • March 1(September 29 through December 31) • June 1 (January 1 through March 31) • September 1 (April 1 through June 30) <p>December 1 (July 1 through September 29).</p>
<p>Population of focus</p>	<p>Adults 18-85 Hispanic and African American adults Low socioeconomic status adults/Medi-Cal recipient</p>		

Collaborating For Wellness Clinic Subcontractor Scope of Work

Strategy #2			
VHT will engage non-physician team members (e.g., nurses, nurse practitioners, pharmacists, nutritionists, physical therapists, social workers) in hypertension and cholesterol management in clinical settings.			
Activity Description	Start Quarter	End Quarter	Deliverables
<p>Activity 2.1</p> <p>VHT will identify or recruit non-physician team member(s) to engage patients in hypertension and cholesterol management through the Rx for Health program. Non-physician team members may include health educators, medical assistants, patient navigators, clinical coordinators, community health workers, dieticians, etc.</p>	Y2Q2	Y5Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -List of staff and titles who will work on the Rx for Health program.
<p>Activity 2.2</p> <p>Rx for Health non-physician team members will attend training to improve patient engagement skills. Training may include Health Coach Training and/or motivational interview training.</p>	Y2Q2	Y5Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -List of staff that attended trainings including dates/times. - Certificates from trainings attended by non-physician team members to improve engagement with patients.

Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>Activity 2.3</p> <p>VHT will create a “Heart Health Champion” (HHC) role for someone on care team (MA, HE, RN) to serve as a link between patients and providers. HHC will be responsible for providing updates to rest of care team when a new hypertension protocol, clinical quality measure, or intervention has been established.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>-List of duties assigned to Heart Health Champion</p> <p>-Copy of workflow showing HHC role</p>
<p>Activity 2.4</p> <p>VHT will identify on-going training opportunities for providers and non-physician team members in blood pressure control or cholesterol management.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>-List of trainings provided to care team</p>
<p>Activity 2.5</p> <p>VHT will submit quarterly performance measure report to determine effectiveness of program.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-Quarterly reports for B.3a and B.3b (CMS165v.7) performance measure data due by:</p> <ul style="list-style-type: none"> • March 1(September 29 through December 31) • June 1 (January 1 through March 31) • September 1 (April 1 through June 30) • December 1 (July 1 through September 29).

Collaborating For Wellness Clinic Subcontractor Scope of Work

Strategy #3			
VHT will implement the Rx for Health Program at selected sites.			
Activity Description	Start Quarter	End Quarter	Deliverables
<p>Activity 3.1</p> <p>VHT will become familiar with Rx for Health Program community interventions. This may include the following resources:</p> <ul style="list-style-type: none"> • DASH Diet (Dietary Approaches to Stop Hypertension) • Cooking Matters • Smoking Cessation through 1-800-No-Butts • United Way 211 • Check, Change, Control • Leah’s Pantry • YSMBP • Other <p>Partner organizations will arrange information sessions with clinic staff, including providers, so they are comfortable with all community referrals.</p>	Y2Q3	Y5Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -List of any partnering community organizations providing interventions. -Number of referrals for each intervention
Activity 3.2	Y2Q2	Y5Q4	-Narrative summary of how referrals will be made; by whom; how they will be tracked; and how they will follow up.

Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>VHT staff will determine when a patient is eligible for the Rx for Health program and monitor/report the overall progress.</p>			
<p>Activity 3.3 VHT will submit quarterly performance measure reports to determine effectiveness of program.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>Submit to FCDPH: -Quarterly reports that include performance measure data for B.5 due by:</p> <ul style="list-style-type: none"> • March 1 (September 29 through December 31) • June 1 (January 1 through March 31) • September 1 (April 1 through June 30) • December 1 (July 1 through September 29).

Collaborating For Wellness Clinic Subcontractor Scope of Work

Strategy #4			
Ongoing activities.			
Activity Description	Start Quarter	End Quarter	Deliverables
<p>Activity 4.1</p> <p>VHT will participate in national and state meetings, webinars, and conferences as appropriate to increase local knowledge and capacity on Rx for Health or similar programs to increase knowledge and capacity.</p>	Y2Q2	Y5Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -List of events attended, including dates. -Copy of agenda from each event attended.
<p>Activity 4.2</p> <p>VHT will work with program evaluator to identify agreed upon pertinent performance measures.</p>	Y2Q2	Y5Q4	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -Year 1 baseline performance measures due by December 31, 2019 for September 30, 2018-September 29, 2019. -Quarterly PM reporting tool for performance measures B.1, B.2, B.3 and B.5 in March, June, September and December of each year beginning in year 2.

Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>Activity 4.3</p> <p>VHT staff will attend monthly program meetings to share progress of program activities with local health department and program evaluator.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-List of monthly meetings attended including meeting agendas.</p>
<p>Activity 4.4</p> <p>VHT staff may attend virtual meetings/calls organized by the Centers for Disease Control and Prevention (CDC) when pertinent to clinic activities.</p>	<p>Y2Q2</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-List of meetings attended with dates.</p>
<p>Activity 4.5</p> <p>VHT staff will become a Healthy Hearts CA Member and attend quarterly Healthy Hearts CA calls.</p>	<p>Y2Q3</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-Copies of agendas with dates.</p>
<p>Activity 4.6</p> <p>VHT staff may attain BP Recognition Program through the American Heart Association & American Medical Association.</p>	<p>Y2Q3</p>	<p>Y5Q4</p>	<p>Submit to FCDPH:</p> <p>-Copy of certificate showing BP Recognition status.</p>

**Collaborating for Wellness Program
Valley Health Team, Inc.
March 1, 2019-September 29, 2019**

	Budget Categories	Budget YEAR 1
PERSONNEL SALARIES		
0001	Health Educator (TBD)	-
0002	Health Educator (TBD)	-
0003	Director of Health Education Programs, Jeany Lopez	3,956.29
0004	Health Educator, Romero, M.	3,063.69
0005	Health Educator, Gutierrez, I.	3,047.08
0006	VP of Finance	13,549.28
0007	Chief Information Officer	15,955.93
0008	VP of QI & Health Informatics	20,357.05
0009	Chief Executive Officer	14,503.06
0010	Chief Operations Officer	2,419.10
0011	Senior Accountant	2,109.90
PERSONNEL SALARIES TOTAL		78,961.38
FACILITY/EQUIPMENT		
1010	Rent/Lease Building	1,614.93
1011	Rent/Lease Equipment	
1012	Utilities	
1013	Building Maintenance	
1014	Equipment Purchase	5,470.96
FACILITY/EQUIPMENT TOTAL		7,085.89
Operating Expenses		
1060	Telephone	200.00
1062	Postage	66.66
1063	Printing	
1066	Office Supplies & Equipment	400.00
1071	Transportation of Clients	
1072	Staff Mileage/Vehicle Maintenance	
1074	Staff Training/Registration	
1076	Other Payroll Fee	
1077	Other Recruitment	
OPERATING EXPENSES TOTAL		666.66
FINANCIAL SERVICES EXPENSES:		
1081	External Audit	
1082	Liability Insurance	500.00
FINANCIAL SERVICES TOTAL		500.00
SPECIAL EXPENSES		
1090	Consultant (Network & Data Management)	
1091	Translation Services	
SPECIAL EXPENSES TOTAL		-
FIXED ASSETS:		
1190	Computers & Software	
1191	Furniture & Fixtures	
1192	Other	
FIXED ASSETS TOTAL		-
TOTAL DIRECT COSTS		87,213.93
INDIRECT COSTS (15%)		13,082.09
TOTAL EXPENSES		100,296

**Collaborating for Wellness Program
Valley Health Team, Inc.
September 30, 2019 - September 29, 2020**

	Budget Categories	Budget YEAR 2
PERSONNEL SALARIES		
0001	Health Educator (TBD)	34,012.92
0002	Health Educator (TBD)	32,560.37
0003	Director of Health Education Programs, Jeany Lopez	9,885.67
0004	Health Educator, Romero, M.	10,427.69
0005	Health Educator, Gutierrez, I.	13,116.74
0006	Program Coordinator	31,841.45
0007	VP of Finance	10,955.01
0008	Chief Information Officer	15,333.64
0009	VP of QI & Health Informatics	13,843.73
0010	Chief Executive Officer	10,302.91
0011	Chief Operations Officer	2,336.87
0012	Senior Accountant	2,039.04
0013	Accounting Manager	804.83
PERSONNEL SALARIES TOTAL		187,460.87
FACILITY/EQUIPMENT		
1010	Rent/Lease Building	1,396.56
1011	Rent/Lease Equipment	
1012	Utilities	
1013	Building Maintenance	
1014	Equipment Purchase	-
FACILITY/EQUIPMENT TOTAL		1,396.56
Operating Exepenses		
1060	Telephone	-
1062	Postage	-
1063	Printing	
1066	Office Supplies & Equipment	176.04
1071	Transportation of Clients	
1072	Staff Mileage/Vehicle Maintenance	
1074	Staff Training/Registration	
1076	Other Payroll Fee	
1077	Other Recruitment	
OPERATING EXPENSES TOTAL		176.04
FINANCIAL SERVICES EXPENSES:		
1081	-External Audit	
1082	Liability Insurance	28,730.00
FINANCIAL SERVICES TOTAL		28,730.00
SPECIAL EXPENSES		
1090	Consultant (Network & Data Management)	
1091	Translation Services	
SPECIAL EXPENSES TOTAL		-
FIXED ASSETS:		
1190	Computers & Software	
1191	Furniture & Fixtures	
1192	Other	
FIXED ASSESTS TOTAL		-
TOTAL DIRECT COSTS		217,763.47
INDIRECT COSTS (15%)		32,664.52
TOTAL EXPENSES		250,428

**Collaborating for Wellness Program
Valley Health Team, Inc.
September 30, 2020 - September 29, 2021**

	Budget Categories	Budget YEAR 3
PERSONNEL SALARIES		
0001	Health Educator	54,560.00
0002	Health Educator	54,560.00
0003	Director of Health Education Programs	10,168.00
0004	Health Educator	54,560.00
0006	Program Coordinator	63,240.00
PERSONNEL SALARIES TOTAL		237,088.00
FACILITY/EQUIPMENT		
1010	Rent/Lease Building	5,760.00
1012	Utilities	3,000.00
FACILITY/EQUIPMENT TOTAL		8,760.00
Operating Expeuses		
1060	Telephone	-
1062	Postage	500.00
1063	Printing	3,000.00
1066	Office Supplies & Equipment	16,369.66
1071	Transportation of Clients	
1072	Staff Mileage/Vehicle Maintenance	3,500.00
1074	Staff Training/Registration	
1076	Other Payroll Fee	
1077	Other Recruitment	
OPERATING EXPENSES TOTAL		23,369.66
FINANCIAL SERVICES EXPENSES:		
1081	Payroll Fees	500.00
1082	Liability Insurance	34,000.00
FINANCIAL SERVICES TOTAL		34,500.00
SPECIAL EXPENSES		
1090	Consultant (Network & Data Management)	-
1091	Translation Services	-
SPECIAL EXPENSES TOTAL		-
FIXED ASSETS:		
1190	Computers & Software	-
1191	Furniture & Fixtures	-
1192	Other	-
FIXED ASSETS TOTAL		-
TOTAL DIRECT COSTS		303,717.66
INDIRECT COSTS (15%)		45,557.65
TOTAL EXPENSES		349,275

**Collaborating for Wellness Program
Valley Health Team, Inc.
September 30, 2021 - September 29, 2022**

	Budget Categories	Budget Extension I
PERSONNEL SALARIES		
0001	Health Educator (TBD)	55,925.29
0002	Health Educator (TBD)	55,925.29
0003	Director of Health Education Programs	
0004	Health Educator	27,962.03
0005	Health Educator	27,962.03
0006	Program Coordinator	67,343.46
PERSONNEL SALARIES TOTAL		235,118.10
FACILITY/EQUIPMENT		
1010	Rent/Lease Building	
1011	Rent/Lease Equipment	
1012	Utilities	
1013	Building Maintenance	
1014	Equipment Purchase	-
FACILITY/EQUIPMENT TOTAL		-
Operating Expenses		
1060	Telephone	-
1062	Postage	-
1063	Printing	
1066	Office Supplies & Equipment	
1071	Transportation of Clients	
1072	Staff Mileage/Vehicle Maintenance	
1074	Staff Training/Registration	
1076	Other Payroll Fee	
1077	Other Recruitment	
OPERATING EXPENSES TOTAL		-
FINANCIAL SERVICES EXPENSES:		
1081	-External Audit	
1082	Liability Insurance	
FINANCIAL SERVICES TOTAL		-
SPECIAL EXPENSES		
1090	Consultant (Network & Data Management)	
1091	Translation Services	
SPECIAL EXPENSES TOTAL		-
FIXED ASSETS:		
1190	Computers & Software	
1191	Furniture & Fixtures	
1192	Other	
FIXED ASSETS TOTAL		-
TOTAL DIRECT COSTS		235,118.10
INDIRECT COSTS (6.33%)		14,881.00
TOTAL EXPENSES		249,999

**Collaborating for Wellness Program
Valley Health Team, Inc.
September 30, 2022 - September 29, 2023**

	Budget Categories	Budget Extension II
PERSONNEL SALARIES		
0001	Health Educator (TBD)	57,603.05
0002	Health Educator (TBD)	57,603.05
0003	Director of Health Education Programs	
0004	Health Educator	28,800.89
0005	Health Educator	28,800.89
0006	Program Coordinator	69,363.77
PERSONNEL SALARIES TOTAL		242,171.65
FACILITY/EQUIPMENT		
1010	Rent/Lease Building	
1011	Rent/Lease Equipment	
1012	Utilities	
1013	Building Maintenance	
1014	Equipment Purchase	-
FACILITY/EQUIPMENT TOTAL		-
Operating Expenses		
1060	Telephone	-
1062	Postage	-
1063	Printing	
1066	Office Supplies & Equipment	
1071	Transportation of Clients	
1072	Staff Mileage/Vehicle Maintenance	
1074	Staff Training/Registration	
1076	Other Payroll Fee	
1077	Other Recruitment	
OPERATING EXPENSES TOTAL		-
FINANCIAL SERVICES EXPENSES:		
1081	External Audit	
1082	Liability Insurance	
FINANCIAL SERVICES TOTAL		-
SPECIAL EXPENSES		
1090	Consultant (Network & Data Management)	
1091	Translation Services	
SPECIAL EXPENSES TOTAL		-
FIXED ASSETS:		
1190	Computers & Software	
1191	Furniture & Fixtures	
1192	Other	
FIXED ASSETS TOTAL		-
TOTAL DIRECT COSTS		242,171.65
INDIRECT COSTS (3.32%)		7,827.00
TOTAL EXPENSES		249,999