

**AMENDMENT I TO AGREEMENT**

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment I") is made and entered into this 24<sup>th</sup> day of NOVEMBER, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "CLIENT"), and PINNACLE TRAINING SYSTEMS, LLC, a California Limited Liability Corporation, whose address is 6011 N FRESNO ST. SUITE 120, FRESNO, CA, 93721 (hereinafter "PTS").

**WITNESSETH:**

WHEREAS, CLIENT and PTS entered into a services agreement, identified as CLIENT Agreement No. A-20-295, retroactively effective July 9th, 2020 (hereinafter "Agreement"), on August 4<sup>th</sup>, 2020 pursuant to which PTS agreed to provide Covid-19 onsite testing services to CLIENT; and

WHEREAS, CLIENT and PTS now desire to amend the Agreement in order to expand testing portability to any county department, allow for more flexible testing locations, and allow for the testing of household members of employees.

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

1. Paragraph 4 of "Schedule A" of the Agreement, located on page 8, beginning with the word "PTS" and ending with the word "Agreement.", is deleted in its entirety and replaced with the following:

" PTS will conduct on-site testing of CLIENT's Sheriff's Department personnel, at CLIENT's Main Jail, located at 1225 M Street. The testing will be administered to CLIENT's employees referred by CLIENT. It is estimated that 220-250 people will need to be tested weekly. PTS will conduct on-site testing at CLIENT's other departments, on the days and at the times specified by CLIENT, upon 10 days written request of the Director of Human Resources for the County of Fresno. PTS will have the capacity, with two staff, to perform 25 tests per hour and will not increase staffing except by prior arrangement and written consent of Risk Management. The testing will be administered to CLIENT's employees referred by CLIENT. The testing will also be administered to independent contractors and household members upon a determination by CLIENT's Department of Human Resources – Risk Management that such testing is needed. It is expected that testing requirements will fluctuate depending on the number of departments and employees wishing to take advantage

1 of the testing. Due to the fluctuations of SARS-COV-2 in the community, the CLIENT may need to revise the  
2 number of weekly tests either to increase, decrease, or terminate testing. In the event the estimated testing  
3 requirements need adjustment, the Director of Human Resources for the County of Fresno shall have the  
4 authority to adjust the estimated weekly tests required, by providing 10-days written notice to PTS. If adjustments  
5 in the estimated testing results in a change to the per test cost set forth in Schedule B, the Director of Human  
6 Resources for the County of Fresno shall have the authority to approve such change, but in no event shall the  
7 change in per test cost change the maximum dollar amount of this Agreement set forth in section 2  
8 (Compensation) of this Agreement."

9 2.

10 " Paragraph 6, of "Schedule A" of the Agreement, located on page 8, beginning with the word  
11 "The" and ending with the word "Fresno.", is deleted in its entirety, and replaced with the following:

12 "The parties will determine the most cost-effective method for reporting in compliance with  
13 HIPAA and privacy guidelines. PTS shall report to CLIENT all negative results within 24 hours of  
14 receipt and all positive results within 2 hours of receipt. Any individual testing positive will be called by  
15 PTS immediately and informed of their result with verbal self-isolation instructions. A confidential  
16 email will be sent with official results and the FRI Isolation packet as mandated by the Fresno County  
17 Public Health Department. All relevant personnel will be notified by telephone/email. The County of  
18 Fresno COVID-19 & Febrile Respiratory Illness Provider Form Portal will be used to notify the County  
19 (unless other processes are mandated). Results will be transmitted to the following entities by a  
20 method mutually agreeable to PTS and the organization(s) receiving the reports: County of Fresno  
21 Human Resources – Risk Management, the Human Resources Department of the Department for  
22 whom the Employee works, and designated medical and worker's compensation providers contracted  
23 with the County of Fresno."  
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26 3. Section b.) of "Schedule B", located on page 9 of the Agreement, beginning with the  
27 word "Services", and ending with the word "employees.", is deleted in its entirety and replaced with the  
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1 following:

2 "b.) Client shall pay \$155 per test if at least 25 tests are run per hour at each testing site. If fewer than  
3 25 tests are run per hour, then CLIENT shall also pay an hourly rate for labor of \$100 per hour per  
4 PTS staff assigned to the site, with no more than 2 PTS staff assigned to the site except by written  
5 approval of the Director of Human Resources for the County of Fresno. The parties agree that, for  
6 billing purposes, the total tests for the site in a given week will be sequenced into lots of 25 and  
7 applied to each hour. For example, if PTS is on site for four hours in a week and performs 33 tests, the  
8 first hour will be allocated 25 tests, which will be invoiced and paid at the \$155 per test rate, and the  
9 remaining three hours will be invoiced at the \$100 per hour per PTS staff assigned plus the \$155 per  
10 test rate for the remaining 8 tests performed. The costs outlined above includes all staff qualified to  
11 provide this type of testing, screening, PPE, data collection, reporting and record keeping according to  
12 County, State, and HIPAA regulations. Services will be billed monthly for those rendered. Payment  
13 will be due 45 days after receipt of invoice."

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15 4. Except as otherwise provided in this Amendment I, all other provisions of the  
16 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective  
17 retroactive to September 15<sup>th</sup>, 2020.  
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19 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the  
20 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together  
21 shall be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
23 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
24 in full force and effect.  
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4 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to  
5 Agreement as of the day and year first hereinabove written.  
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7 **Pinnacle Training systems, LLC.**

**COUNTY OF FRESNO**

8 Felicia Gomez  
9 (Authorized Signature)

Ernest Buddy Mendes  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

10 Felicia Gomez, Owner  
11 Print Name & Title

12 6011 N. Fresno St Ste 120  
13 Fresno CA 93710  
14 Mailing Address

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

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19 By: Rishi Gupta  
20 Deputy

21 FOR ACCOUNTING USE ONLY:

22 Fund:

23 Subclass:

24 ORG:

25 Account:  
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