

1                                   **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

2                   This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated  
3                   \_\_\_\_\_ and is between Saint Agnes Medical Center, a non-profit public benefit  
4                   corporation ("SUBRECIPIENT"), and the County of Fresno, a political subdivision of the State of  
5                   California ("COUNTY").

6                                   **Recitals**

7                   A. On December 13, 2022, COUNTY and SUBRECIPIENT entered into Subrecipient  
8                   Agreement, which is COUNTY agreement number 23-020 ("Agreement"), for mobile clinical  
9                   services with the COUNTY's Rural Mobile Health ("RMH") program.

10                  B. On July 22, 2024, COUNTY and SUBRECIPIENT extended the Agreement term for one  
11                  consecutive twelve (12) month period through November 12, 2025, and modified object levels in  
12                  the budget as Revised Exhibit B, as allowed in the Agreement.

13                  C. SUBRECIPIENT has successfully assisted COUNTY's RMH program with providing  
14                  preventative care screenings, treatment, immunization, and connecting patients to community  
15                  services and primary care doctors.

16                  D. COUNTY and SUBRECIPIENT now desire to further amend the Agreement to extend  
17                  the term through December 31, 2026, and increase compensation to continue providing medical  
18                  services for the RMH program.

19                         The parties therefore agree as follows:

20                         1. All references in the Agreement to "Exhibit A" shall be changed to read "Revised Exhibit  
21                         A," where appropriate, attached hereto and incorporated herein by reference.

22                         2. All references in the Agreement to "Exhibit B" and "Revised Exhibit B" shall be changed  
23                         to read "Revised Exhibit B1," where appropriate, attached hereto and incorporated herein by  
24                         reference.

25                         3. Section 1 of the Agreement, "GENERAL OBLIGATIONS," Paragraph H, located at Page  
26                         4, Line 1 is deleted in its entirety and replaced with the following:

27                                 "H. In addition to billing COUNTY for services, if SUBRECIPIENT has the  
28                                 opportunity to bill patients' private medical insurance and/or other governmental

1 program for services, including, but not limited to Medicare, Medicaid, Medi-Cal,  
2 and/or the Health Resources and Services Administration (HRSA), COUNTY  
3 expects that SUBRECIPIENT will explore such opportunities for services not  
4 reimbursed by COUNTY.”

5 4. Section 11 of the Agreement, “TERM,” located at Page 12, Line 5 is deleted in its  
6 entirety and replaced with the following:

7 “11. **TERM**

8 The term of this Agreement shall comply with ARPA Guidelines and shall  
9 be for a period of two years, commencing on December 13, 2022 through and  
10 including November 12, 2024. This Agreement may be extended for one (1)  
11 additional consecutive twelve (12) month period upon written approval of both  
12 parties no later than the last day of the current term. The Director of the  
13 Department of Public Health or his or her designee is authorized to execute such  
14 written approval on behalf of COUNTY based on Subrecipient’s satisfactory  
15 performance.

16 After the last day of the final twelve (12) month extension period, the term  
17 of this Agreement shall be extended for a consecutive period starting November  
18 13, 2025 through December 31, 2026.

19 The COUNTY’s written acceptance of the Final Program Report under  
20 Section 3(C) of this Agreement shall include the COUNTY’s written notification to  
21 the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended.  
22 The Director of the Department of Public Health or his or her designee is  
23 authorized to execute this written acceptance of the Final Program Report and  
24 notification of term end to SUBRECIPIENT.”

25 5. Section 13 of the Agreement, “GRANT FUNDING/COMPENSATION,” starting on Page  
26 13, Line 11 is deleted in its entirety and replaced with the following:

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1           “13.    **GRANT FUNDING/COMPENSATION**

2                   A.       The parties understand that funding for this Agreement includes  
3           California Department of Public Health Care Services Medi-Cal Managed Care  
4           Plan funding and SLFRF provided pursuant to ARPA, codified at Title 31 CFR  
5           Part 35, and any amendments thereafter. The total SLFRF grant funding for this  
6           Agreement shall not exceed One Million Thirty-Eight Thousand Two Hundred  
7           Ten and 80/100 Dollars (\$1,038,210.80) for the period of December 13, 2022  
8           through November 12, 2025. COUNTY agrees to grant SUBRECIPIENT, and  
9           SUBRECIPIENT agrees to receive such grants, up to the total maximum  
10          compensation payable to SUBRECIPIENT under this Agreement, not to exceed  
11          One Million Two Hundred Thirty-Eight Thousand Two Hundred Ten and 80/100  
12          Dollars (\$1,238,210.80).

13                   SUBRECIPIENT shall submit written drawdown requests monthly for the  
14          payment of eligible necessary expenses in support of the Program. Drawdown  
15          requests for the COUNTY to make a such payment shall be in accordance with  
16          the sample Drawdown Request Form, attached as Exhibit B, and incorporated by  
17          this reference. Drawdowns requests shall detail purchase orders, receipts, and  
18          reimbursement requests, detailing items purchased, and expenses incurred in  
19          support of the Program for items listed in Exhibit B of this Agreement. Requests  
20          should include supporting cost documentation such as payroll records,  
21          equipment/supply invoices, lease payment, payment records for  
22          marketing/education/outreach costs, utility/janitorial payments, mileage records if  
23          applicable.

24                   SUBRECIPIENT shall submit documentation to the County of Fresno,  
25          Department of Public Health, 6<sup>th</sup> Floor, 1221 Fresno St, Fresno, CA 93721,  
26          Attention: Business Office or electronically, to e-mail address  
27          [DPHBOAP@fresnocountyca.gov](mailto:DPHBOAP@fresnocountyca.gov). Payment by COUNTY shall be in arrears for  
28          services provided during the preceding period of time, within forty-five (45) days

1 from date of receipt, verification and approval of SUBRECIPIENT's invoice and  
2 supporting documentation by COUNTY. If SUBRECIPIENT fails to comply with  
3 any provision of this Agreement, COUNTY shall be relieved of its obligations for  
4 further compensation.

5 SUBRECIPIENT certifies that services performed under this Agreement do  
6 not duplicate any services previously or currently funded by Federal, State,  
7 County, or any other funding source and shall not use any portion of funds under  
8 this Agreement for duplicative services."

9 6. When both parties have signed this Amendment No. 1, the Agreement and this  
10 Amendment No. 1 together constitute the Agreement.

11 7. SUBRECIPIENT represents and warrants to COUNTY that:

- 12 a. SUBRECIPIENT is duly authorized and empowered to sign and perform its  
13 obligations under this Amendment.
- 14 b. The individual signing this Amendment on behalf of the SUBRECIPIENT is duly  
15 authorized to do so and his or her signature on this Amendment legally binds the  
16 SUBRECIPIENT to the terms of this Amendment.

17 8. The parties agree that this Amendment may be executed by electronic signature as  
18 provided in this section.

- 19 a. An "electronic signature" means any symbol or process intended by an individual  
20 signing this Amendment to represent their signature, including but not limited to (1) a  
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
22 electronically scanned and transmitted (for example by PDF document) version of an  
23 original handwritten signature.
- 24 b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
25 equivalent to a valid original handwritten signature of the person signing this  
26 Amendment for all purposes, including but not limited to evidentiary proof in any  
27 administrative or judicial proceeding, and (2) has the same force and effect as the  
28 valid original handwritten signature of that person.

1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
3 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken and satisfied  
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
6 through (5), and agrees that each other party may rely upon that representation.

7 9. This Amendment is not conditioned upon the parties conducting the transactions under it  
8 by electronic means and either party may sign this Amendment with an original handwritten  
9 signature.

10 10. This Amendment may be signed in counterparts, each of which is an original, and all of  
11 which together constitute this Amendment.

12 11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
13 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
14 effect.

15 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 SUBRECIPIENT

COUNTY OF FRESNO

4  
5 Ivonne DerTorosian  
6 Ivonne Der Torosian, Vice President  
7 Community Health and Wellbeing

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

8 Mailing Address:  
9 Saint Agnes Medical Center  
10 1303 E Herndon Ave, MS 77  
11 Fresno, CA 93720

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

12 By: \_\_\_\_\_  
Deputy

13 For accounting use only:

14 Org No.: 56201022, 56201557  
15 Account No.: 7295  
16 Fund No.: 0001  
17 Subclass No.: 10000  
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## Revised Exhibit A

### SCOPE OF WORK

The County of Fresno (County) Department of Public Health (DPH) is in need of vendors to identify gaps in health care among residents living in Fresno County, especially rural areas, connecting patients to community services and a primary care doctor. Licensed and unlicensed medical staff (Registered Nurses, Licensed Vocational Nurses and Medical Assistants or Certified Nursing Assistants with valid licensure and/or certification in the State of California) and clerical staff will need to organize and conduct clinics that will provide communicable disease and chronic disease screenings, immunizations, preventative care, treatment, and linkage for patients to a primary care clinic. Clinics will be held through employers or through community medical clinic/vaccination events that may be open to the general public.

The vendor will assist County with identifying mobile clinic locations, dates, times, and sizes of the clinic request. Lead time to clinic scheduling will be 5 days – 4 weeks.

For the period of December 13, 2022 through November 12, 2025, the County anticipates 10 to 12 clinics per month in Fresno County disadvantaged communities, focused in rural and/or agricultural communities. Mobile clinics are intended to operate a minimum of 2 days per week, any day of the week, including weekends and evenings.

For the period of November 13, 2025 through December 31, 2026, the County anticipates 2 to 4 clinics per month in Fresno County disadvantaged communities. Vendor is expected to provide mobile clinics through December 2026.

Clinic times will vary as follows:

- Clinic hours will vary from 3 – 8 hours depending on event needs.
- Approximately 100 patients reached per day (may be over multiple locations).
- Events may be held inside, outside or as a drive thru.
- Events may be located anywhere within Fresno County rural areas and disadvantaged communities.
- Vendor will assist County with promoting mobile clinic events via social media and with community partners.
- Vendor will be required to work with the venue host to determine if the vendor will need to provide tables, chairs, popup tents, etc.
- Optional: Vendor may make direct payment to venue for any rental costs.

The County will provide the following:

- Venue and direct payment to venue for any rental costs.
- Clinic date, time, location and venue contact information.
- Promote mobile clinic events by sharing event information on DPH's social media platforms and with community partners.

## Revised Exhibit A

- County will work with the vendor to develop an aggregate monthly report that demonstrates the type of services provided, patient demographics, location, and number of unique patients per event.
- County will work with the vendor to identify the appropriate reporting mechanism and access to data to assess emergency room utilization and primary care access for rural mobile health patients.

### The Vendor will be responsible for the following:

- Vendor will provide screening for communicable diseases including but not limited to Influenza, COVID-19, and certain sexually transmitted diseases identified by County.
  - Providers are expected to follow the standard of care for follow-up/treatment of abnormal test results.
- Vendor shall follow all applicable State and Federal pharmaceutical regulations.
- Vendor shall follow all applicable Clinical Laboratory Improvement Amendments (CLIA).
- Vendor will provide screening for chronic conditions including but not limited to diabetes and high blood pressure.
- Vendor may provide refills of certain medications to prevent emergency room utilization.
- Vendor will provide immunizations and follow all applicable storage, handling and reporting requirements.
- Vendor will provide treatment of minor injuries.
- Vendor shall offer referral services in connecting patients to a primary care clinic.
- In addition to billing County for services, if vendor has the opportunity to bill patients' private medical insurance and/or other governmental programs for services, including, but not limited to Medicare, Medicaid, Medi-Cal, and/or the Health Resources and Services Administration (HRSA), County expects that vendor will explore such opportunities.
- Vendor shall provide monthly aggregate data as required by County.
- Vendor will collaborate with County to collect data of its rural mobile health patients to assess emergency room utilization and primary care access throughout duration of the agreement.

Vendor shall submit invoices to:

County of Fresno Department of Public Health  
1221 Fresno Street, 6th fl. (Business Office)  
Fresno, CA 93721

[DPHBOAP@fresnocountyca.gov](mailto:DPHBOAP@fresnocountyca.gov)

### KEY RESOURCES

- [CDC's Storage and Handling Toolkit](#)



# Saint Agnes Medical Center

## Subrecipient Expenditure Plan (ARPA)

Budget Period: December 13, 2022 through November 12, 2025

Budget Category	Revised Budget
<b>Personnel</b>	
Lead Community Health Worker (Mobile Health Coord)	\$ 112,500.00
Physician	\$ 329,777.00
Community Health Worker	\$ 72,348.00
Translator	\$ 1,748.00
Social Worker	\$ 11,228.00
Medical Assistant .10 FTE	\$ 947.00
Medical Van Driver	\$ 54,900.00
Security	\$ -
<b>Personnel Subtotal</b>	<b>\$ 583,448.00</b>
Fringe (27.64%)	\$ 161,289.00
<b>Total Personnel</b>	<b>\$ 744,737.00</b>
<b>Operating Costs</b>	
Equipment/Technology	\$ 68,942.00
Medical Vehicle Maintenance	\$ 6,035.00
Therapeutics	\$ 124,114.00
<b>Total Operating</b>	<b>\$ 199,091.00</b>
<b>Direct Costs</b>	<b>\$ 943,828.00</b>
<b>Indirect Costs (10%)</b>	<b>\$ 94,382.80</b>
<b>Total Direct and Indirect</b>	<b>\$ 1,038,210.80</b>
<b>Other Costs</b>	
<b>Total Other</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 1,038,210.80</b>

# Saint Agnes Medical Center

## Subrecipient Expenditure Plan (MCP)

Budget Period: November 13, 2025 through December 31, 2026

Budget Category	Budget
<b>Personnel</b>	
Mobile Health Coordinator 1 FTE	\$ 55,101.00
Community Health Worker .80 FTE	\$ 30,548.00
Mobile Health Van Driver .60 FTE	\$ 16,381.00
Medical Assistant .20 FTE	\$ 9,173.00
Physician .60 FTE	\$ 41,184.00
	\$ -
	\$ -
<b>Personnel Subtotal</b>	<b>\$ 152,387.00</b>
Fringe (18% non-physician staff only)	\$ 27,231.00
<b>Total Personnel</b>	<b>\$ 179,618.00</b>
<b>Operating Costs</b>	
Mobile Health Vehicle Operations	\$ 2,200.00
	\$ -
<b>Total Operating</b>	<b>\$ 2,200.00</b>
<b>Direct Costs</b>	<b>\$ 181,818.00</b>
<b>Indirect Costs (10%)</b>	<b>\$ 18,182.00</b>
<b>Total Direct and Indirect</b>	<b>\$ 200,000.00</b>
<b>Other Costs</b>	
	\$ -
<b>Total Other</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 200,000.00</b>

**Revised Exhibit B1 (continued)**  
**Drawdown Request Form**

Date:

County of Fresno  
Department of Public Health, 6th Floor  
1221 Fresno St  
Fresno, CA 93721

**Subject: Drawdown Request for Payment**

**Subrecipient Program:**

**Subrecipient Name:**

**Agreement #:**

In accordance with the executed Agreement for the above-referenced Program,  
**[SUBRECIPIENT NAME]** is requesting drawdown payment of \$ **[AMOUNT]** in support of the  
Program for services provided during the period of **[DATE]** through **[DATE]**.

**[SUBRECIPIENT NAME]** certifies that this request for payment is consistent with the amount of  
work that has been completed to date, detailing items purchased, and expenses incurred in  
support of the Program in accordance with the Subrecipient Expenditure Plan (Exhibit B)  
documented in the executed Agreement, and as evidenced by the enclosed invoices and  
supporting documents.

**Payee**

**Invoice #**

**Amount \$**

Sincerely,

**[Subrecipient Officer]**  
**[Subrecipient Name]**

Enclosure(s)