AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT

This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated

and is between The Regents of the University of California, San

Francisco, a public university ("SUBRECIPIENT"), and the County of Fresno, a political subdivision of the State of California ("COUNTY").

Recitals

- A. On December 13, 2022, COUNTY and SUBRECIPIENT entered into Subrecipient Agreement, which is COUNTY agreement number 23-021 ("Agreement"), for mobile clinical services with the COUNTY's Rural Mobile Health ("RMH") program.
- B. On August 9, 2024, COUNTY and SUBRECIPIENT extended the Agreement term for one consecutive twelve (12) month period through November 12, 2025, and modified object levels in the budget as Revised Exhibit B, as allowed in the Agreement.
- C. SUBRECIPIENT has successfully assisted COUNTY's RMH program with providing preventative care screenings, treatment, immunization, and connecting patients to community services and primary care doctors.
- D. COUNTY and SUBRECIPIENT now desire to further amend the Agreement to extend the term through December 31, 2026, and increase compensation to continue providing medical services for the RMH program.

The parties therefore agree as follows:

- 1. All references in the Agreement to "Exhibit A" shall be changed to read "Revised Exhibit A," where appropriate, attached hereto and incorporated herein by reference.
- 2. All references in the Agreement to "Exhibit B" and "Revised Exhibit B" shall be changed to read "Revised Exhibit B1," where appropriate, attached hereto and incorporated herein by reference.
- 3. Section 1 of the Agreement, "GENERAL OBLIGATIONS," Paragraph G, located at Page 3, Line 20 is deleted in its entirety and replaced with the following:
 - "G. In addition to billing COUNTY for services, if SUBRECIPIENT has the opportunity to bill patients' private medical insurance and/or other governmental

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

4. Section 11 of the Agreement, "TERM," located at Page 11, Line 24 is deleted in its entirety and replaced with the following:

"11. **TERM**

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

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

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

5. Section 13 of the Agreement, "GRANT FUNDING/COMPENSATION," starting on Page13, Line 3 is deleted in its entirety and replaced with the following:

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"13. GRANT FUNDING/COMPENSATION

A. The parties understand that funding for this Agreement includes California Department of Public Health Care Services Medi-Cal Managed Care Plan funding and SLFRF provided pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. The total SLFRF grant funding for this Agreement shall not exceed Four Million One Hundred Forty-Four Thousand Nine Hundred Ninety-Two and 50/100 Dollars (\$4,144,992.50) for the period of December 13, 2022 through November 12, 2025. COUNTY agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total maximum compensation payable to SUBRECIPIENT under this Agreement, not to exceed Four Million Nine Hundred Forty-Four Thousand Nine Hundred Ninety-Two and 50/100 Dollars (\$4,944,992.50).

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

SUBRECIPIENT shall submit documentation to the County of Fresno,
Department of Public Health, 6th Floor, 1221 Fresno St, Fresno, CA 93721,
Attention: Business Office or electronically, to e-mail address

DPHBOAP@fresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during the preceding period of time, within forty-five (45) days

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

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

- 6. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together constitute the Agreement.
 - 7. SUBRECIPIENT represents and warrants to COUNTY that:
 - a. SUBRECIPIENT is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of the SUBRECIPIENT is duly authorized to do so and his or her signature on this Amendment legally binds the SUBRECIPIENT to the terms of this Amendment.
- 8. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- 9. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.
- 10. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.
- 11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1	The parties are signing this Amendment	No. 1 on the date stated in the introductory
2	clause.	
3 4	SUBRECIPIENT	COUNTY OF FRESNO
5	Carpenin fag	
6 7	Catherine Lagarde, Contracts Officer The Regents of the University of California, San Francisco	Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno
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9	Mailing Address: University of California, San Francisco	Attest: Bernice E. Seidel Clark of the Board of Supervisore
10 11	490 Illinois Street, 4 th Floor San Francisco, CA 94143	Clerk of the Board of Supervisors County of Fresno, State of California
11 12		By:
13		Deputy
14	For accounting use only:	
15	Org No.: 56201022, 56201557 Account No.: 7295 Fund No.: 0001	
16	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 16 to 20 clinics per month in Fresno County disadvantaged communities, focused in rural and/or agricultural communities. Mobile clinics are intended to operate a minimum of 4 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 4 to 6 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.
 - o 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 as required.
- 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

KEY RESOURCES

• CDC's Storage and Handling Toolkit

The Regents of the University of California, San Francisco

Subrecipient Expenditure Plan (ARPA)

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

Budget Category	Re	evised Budget
Personnel		
Medical Director, Assistant Medical Director, Associate Dean (0.85 FTE)	\$	393,300.24
Project Manager	\$	120,377.66
Physician Coverage (0.15 FTE)	\$	132,442.44
Clinical Manager	\$	127,162.78
Nurse #1	\$	334,779.17
Midlevel Provider #1	\$	118,874.68
Comm Support (0.2 FTE)	\$	73,918.24
Operations Coordinator #1	\$	192,967.31
IT Support (0.2 FTE)	\$	17,776.06
Finance Support	\$	9,534.89
Medical Assistant #1	\$	121,952.11
Medical Assistant #2	\$	125,311.84
Medical Assistant #3	\$	118,407.26
Medical Assistant #4	\$	116,073.34
Medical Assistant (#5-12)	\$	368,264.39
Personnel Subtotal	\$	2,371,142.41
Fringe	\$	791,861.60
Total Personnel	\$	3,163,004.01
Operating Costs		
IT Equipment	\$	-
Lab Equipment	\$	4,788.73
Insurance	\$	63,468.87
Facility/Rent/RV Storage	\$	279,718.73
Clinic Supplies/PPE	\$	121,541.21
Shipping - testing	\$	-
Connectivity & Internet	\$	11,413.05
EMR License/Support	\$	1,626.00
Office Supplies	\$	58,098.66
Fuel	\$	9,488.37
Mileage	\$	13,928.36
UCSF Network Costs	\$	13,496.95
GAEL	\$	27,602.06
Total Operating	\$	605,170.99
Direct Costs	\$	2 769 175 00
Indirect Costs (10%)	\$	3,768,175.00 376,817.50
Total Direct and Indirect	\$	4,144,992.50
Total Direct allu munect	Ą	4,144,332.30
Other Costs		
Total Other	\$	-
GRAND TOTAL	ć	4,144,992.50
GRAND TOTAL	Ą	7,144,332.30

The Regents of the University of California, San Francisco

Subrecipient Expenditure Plan (MCP)

Budget Period: September 23, 2025 through December 31, 2026

Budget Category		Budget
Personnel		
Medical Director - Physician (.15 FTE)	\$	68,442.00
Clinic Supervisor (1 FTE)	\$	122,188.50
Nurse (1 FTE)	\$	113,856.03
Coordinator (.8 FTE)	\$	56,188.08
Coordinator (.5 FTE)	\$	44,337.38
Medical Assistant (.85 FTE)	\$	60,279.13
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Personnel Subtotal	\$	465,291.12
Fringe	\$	166,677.00
Total Personnel	\$	631,968.12
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Operating Costs		
IT Equipment	\$	4,000.00
Lab Equipment	\$	8,000.00
Insurance	\$	11,000.00
Facility/Rent/RV Storage	\$	18,000.00
Clinic Supplies/PPE	\$	23,000.00
Connectivity & Internet	\$	6,000.00
EMR License/Support	\$	8,000.00
Office Supplies	\$	6,996.61
Fuel	\$	2,000.00
Mileage	\$	1,800.00
UCSF Network Costs	\$	2,353.00
GAEL	\$	4,155.00
	\$	-
Total Operating	\$	95,304.61
Direct Costs	\$	727,272.73
Indirect Costs (10%)	\$	72,727.27
Total Direct and Indirect	\$	800,000.00
Other Costs		
Other Costs		
Total Other	\$	-
GRAND TOTAL	\$	800,000.00

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:	Subrecipier	nt Name:
Agreement #:		
In accordance with the executed Agreement for te [SUBRECIPIENT NAME] is requesting drawdown Program for services provided during the period of [SUBRECIPIENT NAME] certifies that this requesting work that has been completed to date, detailing its support of the Program in accordance with the Standard documented in the executed Agreement, and as supporting documents.	n payment of \$ [AMOUNT] of [DATE] through [DATE] est for payment is consister tems purchased, and expe ubrecipient Expenditure Pla	in support of the the thick the amount of the incurred in the
supporting documents.		
Payee	Invoice #	Amount \$
	Invoice #	
	Invoice #	