

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 27th day of August, 2020, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and PINNACLE TRAINING SYSTEMS, LLC., (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, dated May 15, 2020, for Professional Employee Health Screening services for COVID-19 Employee Screening, (Agreement);

WHEREAS, the Consultant has completed 75% of the Agreement; and

WHEREAS, the City and the Consultant now desire to modify the scope of work, by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 120 days following execution of this Amendment by both parties.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$120,000.

3. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant, dated May 15, 2020, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

PINNACLE TRAINING SYSTEMS, a
Limited Liability Company,

By: _____
Jim Schaad
Assistant City Manager
Public Works Department

By: Felicia Gomez

Name: Felicia Gomez

Title: Owner
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

for
By:  *8-20-20* Date
Brandon M. Collet
Senior Deputy

ATTEST:
YVONNE SPENCE, MMC
City Clerk

REVIEWED BY:

By: _____ Date _____
Deputy

Thomas W. Gaffery IV,
Deputy City Manager

Addresses:
CITY:
City of Fresno
Attention: Aaron A. Aguirre
2101 G Street, Bldg. C
Fresno, CA 93706-1821
Telephone: (559) 621-1315
Fax: (559) 457-1087

CONSULTANT:
Pinnacle Training Systems
Attention: Felicia Gomez
6011 N. Fresno Street, Suite 120
Fresno, CA 93710
Telephone: (559) 515-3578
Fax:

Attachment:
Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and PINNACLE TRAINING SYSTEMS, LLC. (Consultant)

Professional COVID-19 Employee Health Screening

Additional Scope of Services includes, but is not limited to:

Pinnacle Training Systems, LLC., is a leader in providing a variety of health and wellness services to public and private agencies and businesses throughout California. Due to their scientific background and promise to always provide services based on best practices, they are committed to helping the City during this unique time. With the COVID-19 pandemic sweeping across California, it is imperative that all measures are taken to safeguard against exposure and reduce the spread of this illness. Despite the “Shelter in Place” order, some employees are deemed essential and the nature of their operations require them to report to a facility instead of working remotely. While it is important that social distancing and sanitation procedures are followed, employees may face increased risk of exposure to the virus at a workplace or facility. Furthermore, in light of the current economic landscape, an employee may feel compelled to work and may not disclose signs and symptoms of compromised health. Thus, many employers are using subjective and objective measures when screening their employees for new respiratory illness with the goal of reducing risk of exposure.

By hiring Pinnacle Training Systems to conducted COVID-19 screenings you are shielding the City of Fresno from potential HIPPA and other liability issues. This also creates some distance between supervisors/manager and employees so they do not feel that they are being oppressed or “tested” directly by their supervisor or peers. You can be assured that they will follow best practices for screening City employees by asking questions relating to signs and symptoms of COVID-19 and measuring body temperature to follow the guidelines of the CDC and the County of Fresno.

Pinnacle Training Systems will provide staffing to effectively and efficiently screen all employees, vendors and visitors. Employees will be screened utilizing the City of Fresno’s screening app, vendors and visitors will be asked questions as mandated by the Fresno County Public Health Office and temperature will be measured. Vendors and visitors will be manually documented. All materials will be provided by Pinnacle Training Systems.

Attached is Pinnacle Training Systems estimate of costs based on an implementation plan that includes the most effective way to capture the majority of employees, vendors, and/or visitors to the Fresno Municipal Service Center. This plan can be revised as needed depending on traffic flow and efficient processing of employees. At the Fresno Municipal Service Center, employees, vendors, and visitors will be screened in their vehicles each time they enter the facility.

If an employee, vendor, or visitor answers YES to any of the questions OR has a temperature 100.4o F or higher, they will not be permitted to enter the facility. Employees should not be permitted to return to work until they are symptom free for 72 hours without the use of fever-reducing medication AND have improvement in respiratory symptoms AND, at least 7 days have passed since symptoms first appeared. If an employee or vendor meets the above criteria this will be reported to the Human Resources and Risk Management.

Pinnacle Training Systems will continue to work with the City of Fresno to develop a strategy that best suits their needs. All individual health data is protected by HIPAA and not provided to the City. The only information provided to the City is that an employee, vendor or visitor is outside the mandated guidelines.

Cost Proposal

Based on the on-site visit and data provided by City Administration, this attached weekly quote outlined below includes all staffing personnel, data collection, record keeping, and materials required to conduct the screenings. (See attached)