

Amendment # 1

Contract between Xpress Urgent Care and Newport-Mesa Unified School District, original Board approval 9/14/2021, revised 1/1/2022

This **AMENDMENT** is hereby entered into between the **Newport-Mesa Unified School District**, hereinafter referred to as “**DISTRICT**” and **Xpress Urgent Care** hereinafter referred to as “**CONTRACTOR**.”

WHEREAS, **DISTRICT** is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, **CONTRACTOR** is specially trained and experienced and competent to perform the special services required by the **DISTRICT**, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree to amend the contract approved 10/6/2020 as follows:

1. **CONTRACTOR:** Original Scope of Work will be updated as follows.

Xpress Urgent Care will test employees and identified students of the Newport Mesa Unified School District using independent labs. The test will be a PCR (molecular test) approved by the FDA EUA. Results will be sent to the employee with 2-3 days of testing. For student testing, results will be sent to student(s) parent/guardian and the District. Parent consent will be obtained for students along with a release of information to the District. Xpress Urgent Care will send out collection teams to individual schools and designated work sites and work with NMUSD to determine the dates and times for testing either employees or students. If self-administered collection kits are being used, Xpress Urgent Care will send out collection teams to distribute and collect test specimens. Testing will be done at the discretion of the District, weekly for identified employees, and as frequently as twice per week for identified students. Students or employees may also obtain a required COVID-19 test at an Xpress Urgent Care facility.

2. **Term.** **CONTRACTOR** shall continue providing services under this amended AGREEMENT as originally approved thru 12/31/2022.
3. **Fees and Expenses.** Xpress Urgent Care will bill all District directed employee testing for employees' who are insured under the district-sponsored insurance plan directly to NMUSD at \$120 per test. Xpress Urgent Care will bill all District directed employee testing for employees that are uninsured to HRSA. Xpress Urgent Care will bill insurance for any NMUSD student, including Medi-Cal or other individual insurance. If a student is uninsured, HRSA will be billed. The district will claim for reimbursement from FEMA for surveillance testing costs.

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WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

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This AMENDED AGREEMENT is entered into this 5th Day of January 2022.

DISTRICT:

By:


Signature

Jeffrey Trader

Printed Name

Executive Director, Chief Financial

Officer

Title

1/13/22

Date Signed

CONTRACTOR:

By:


Signature

Zaid Noman
Printed Name

President Medical Director
Title

1/7/22
Date Signed