

FIRST AMENDMENT to Retinopathy Screening Program Agreement, BCMS # 14741
Between
The Regents of the University of California
And
County of Tulare

This First Amendment to the Retinopathy Screening Program Agreement, executed by the parties effective July 1, 2018, (the "Agreement"), is made by and between The Regents of the University of California, acting on behalf of its University of California Berkeley Optometric Eye Center ("UCBOEC") and the County of Tulare and is effective as of the date of the parties' final signature below.

The parties hereby agree as follows:

- A. Pursuant to the terms of Section 2 of the Agreement, Term and Termination of Agreement, the Term of the Agreement is hereby renewed for an additional two (2) years through June 30, 2022.
- B. In the last line of Section 5.1, replace the dollar amount "\$510.00" with "\$250.00."
- C. Replace Section 5.1.1 in its entirety with the following:
 - 5.1.1. This fee will cover the following services delivered by UCBOEC to Clinic: (a) training and certification of Clinic's Authorized Users as set forth in Section 5.3, (b) EyePACS web support, (c) technical and logistical support for maintaining a diabetic retinopathy screening program, and (d) quality control services at both the UCBOEC and Clinic levels.
- D. Replace Section 5.1.2 in its entirety with the following:
 - 5.1.2. Clinic will pay UCBOEC \$17.00 for each Retinal Screening Report. No portion of a fee shall be refundable upon termination of this Agreement by either party. Clinic will pay each invoice amount within fifteen (15) days after the date of the invoice with a check payable to "The Regents of the University of California."
- E. In Section 5.2, delete the last sentence: "Beginning after the Initial Period, UCBOEC will invoice Clinic a monthly fee of \$340.00, per camera." in its entirety.
- F. Replace Section 5.2.1 in its entirety with the following:
 - 5.2.1. This fee will cover the following services delivered by UCBOEC to Clinic: (a) training and certification of Clinic's Authorized Users as set forth in Section 5.3, (b) EyePACS web support, (c) technical and logistical support for maintaining a diabetic retinopathy screening program, and (d) quality control services at both the UCBOEC and Clinic levels.
- G. Replace Section 5.2.2 in its entirety with the following:
 - 5.2.2. Clinic will pay UCBOEC \$17.00 for each Retinal Screening Report. No portion of a fee shall be refundable upon termination of this Agreement by either party. Clinic will pay each invoice amount within fifteen (15) days after the date of the invoice with a check payable to "The Regents of the University of California."

H. Delete Section 9.3 in its entirety, and renumber the following section, 9.4, as 9.3.

Other than the set forth in this First Amendment, the Agreement remains unchanged and of full force and effect

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

COUNTY OF TULARE

By: _____
Michele Huff, Director

By: _____
_____, Title

Date: _____

Date: _____

Approve As To Form:
County Counsel

By: Ameet K. Nagra 06/05/2020
Deputy

Matter No: 2020563