

**CITY CLERK - CONTRACTS
SCAN SHEET**

CONTRACT #: 11089G

CONTRACTING PARTY: CUROGRAM, INC.

CONTRACT DATE: 12/15/2020

EXPIRATION DATE: 02/25/2021

DESCRIPTION: AMENDMENT TO MODIFY SECTION 1,
SERVICES; MODIFY SECTION 2,
COMPENSATION/BILLING; AND EXTEND THE
TERM OF THE AGREEMENT

AMOUNT: SHALL NOT EXCEED \$315,850

DEPARTMENT: PUBLIC SAFETY

ITEM #:

MEETING DATE:

AMENDMENT NUMBER 7 TO “COVID-19 TESTING SERVICES AGREEMENT”


THIS AMENDMENT NUMBER 7 TO COVID-19 TESTING SERVICES AGREEMENT (the “Seventh Amendment”) is made and entered into as of December 15, 2020 by and between the City of Irvine, a municipal corporation (“IRVINE”) and CUROGRAM, Inc., a Delaware corporation (“CUROGRAM” or “Contractor”), for the purpose of amending the written “COVID-19 Testing Services Agreement” entered into between IRVINE and CUROGRAM as of July 2, 2020, City of Irvine contract number 11089 (the “Agreement”).

Testing capacity remains at 325 tests per day. However, CUROGRAM may increase daily capacity to accommodate demand fluctuations; a four-week total testing capacity not to exceed 5,200 tests.

- Section 1. **SERVICES.**
 - Subsection 1.1. vii. is modified as follows:
 - No testing services will be performed on the following days:
 - Martin Luther King Jr. Day (January 18, 2021)
 - Presidents Day (February 15, 2021)
 - Subsection 1.1. viii is modified by adding the following:
 - CUROGRAM shall make direct contact with any PATIENT who emails, texts, or calls the CUROGRAM call center within 24 hours
 - Subsection 1.1. is modified by adding the following:
 - xii. CUROGRAM, and any CURGOGRAM subcontractor, shall not direct-bill PATIENTS
- Section 2. **COMPENSATION/BILLING.**, subsection 2.1 is modified as follows:
 - Increase the total compensation not-to-exceed contract value by \$76,500 from \$239,350 to \$315,850.
 - EXHIBIT A, is modified by adding EXHIBIT A-7, as referenced and attached hereto.
- Section 3. **TERM.**, is modified to extend the expiration date of the Agreement from December 31, 2020 to February 25, 2021.
- Except as set forth in this Seventh Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

City of Irvine

By: 
Mike Hamel (Dec 16, 2020 13:27 PST)
Mike Hamel
Its: Chief of Police

By: Marianna Marysheva
Marianna Marysheva (Dec 16, 2020 13:28 PST)
Marianna Marysheva
Its: Interim City Manager

Attest: Molly Perry
By: Molly Perry (Dec 16, 2020 14:12 PST)
Molly M. Perry
City Clerk

CUROGRAM, Inc.

By: 
Shayan Nafisi (Dec 15, 2020 16:31 PST)
Shayan Nafisi
Its: President

By: Michael Hsu
Michael Hsu (Dec 15, 2020 16:31 PST)
Michael Hsu
Its: Chief Financial Officer

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey T. Melching (Dec 16, 2020 14:05 PST)
Jeffrey Melching

EXHIBIT A-7
TO
AMENDMENT 7 TO COVID-19 TESTING SERVICES AGREEMENT
BETWEEN
CITY OF IRVINE AND
CUROGRAM, INC.

Consistent with Section 2 of the Agreement, IRVINE shall be billed in accordance with the below fee schedule:

Fee Description	Amount	Due Date
Staffing Fee: Clinical Supervisor - For testing site clinical supervision - 1 clinical supervisor	\$850 per day per person 8 week term, which includes 30 testing days, not-to-exceed \$25,500	Pre-payment
Staffing Fee: Level 2 Medical Assistant - For test collection & demonstration - 5 Level 2 medical assistants	\$300 per day per person 8 week term, which includes 30 testing days, not-to-exceed \$45,000	Pre-payment
Call Center Support Fee - For managing patient inquiries	\$750 per week 8 week term not-to-exceed \$6,000	Pre-payment