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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 21st day of June, 2022, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and United Health Centers of the San Joaquin Valley, a designated Federally Qualified Health Center (FQHC) by both the Federal and State Governments, whose address is 3875 W. Beechwood Avenue, Fresno, CA 93722 (hereinafter "CONTRACTOR"). COUNTY and CONTRACTOR are referred to collectively as "Parties", or "Party" individually to this Agreement.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. D-20-325, dated August 20, 2020 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to expand COVID-19 testing and address immediate testing needs in vulnerable population groups who need additional supports accessing testing within both rural and urban communities to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment No. D-20-325-1, dated December 1, 2020, to provide two additional fee options to allow for weekly larger scale COVID-19 testing in West Fresno, on the campus of Central High School in order to close the health equity gap in COVID-19 testing where high positivity rates and case counts exists (Agreement No. D-20-325 and First Amendment No. D-20-325-1, collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation amount to reimburse CONTRACTOR for outstanding invoices of COVID-19 tests denied by the insurance.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section Five (5) of the Agreement, "COMPENSATION", Subsection B, located on Page Three (3), beginning on line Four (4) with the word "In" and ending on line Five (5) with the word, "Agreement", be deleted and replaced in its entirety with the following:

"In no event shall services performed under this Agreement be in excess of Nine

1 Hundred Thirty-Six Thousand Four Hundred Sixty and No/100 Dollars (\$936,460) during the full term
2 of this Agreement."

3 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
4 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
5 shall be considered the Agreement.

6 The parties agree that this Amendment may be executed by electronic signature as provided in
7 this section. An "electronic signature" means any symbol or process intended by an individual signing
8 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
9 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
10 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
11 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
12 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
13 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
14 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
15 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
16 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
17 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
18 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
19 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
20 means and either party may sign this Amendment with an original handwritten signature.

21 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
22 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
23 in full force and effect.

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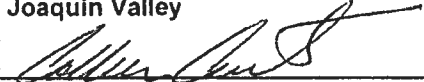
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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement as of the day and year first hereinabove written.

CONTRACTOR
United Health Centers of the San Joaquin Valley




(Authorized Signature)

COLLEEN CURTIS, PRESIDENT & CEO
Print Name & Title

3875 W. BEECHWOOD AVE

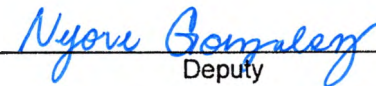
FRESNO, CA 93722
Mailing Address

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 56201019

Account: 7295