

1                   **AMENDMENT TO AGREEMENT WITH COMMUNITY MEDICAL CENTERS**

2           THIS FIRSTAMENDMENT TO AGREEMENT (hereinafter "Amendment I") is made and  
3 entered into this 31<sup>st</sup> day of October, 2017, by and between the COUNTY OF FRESNO, a  
4 Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and  
5 FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER a California non-profit public  
6 corporation, doing business as COMMUNITY MEDICAL CENTERS ("CMC"), whose address  
7 is 7370 N. Palm, Fresno, California (hereinafter referred to as "CMC").

8                   **WITNESSETH:**

9           WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 14-676,  
10 dated November 4<sup>th</sup>, 2014 (hereinafter "Agreement"), pursuant to which CMC agreed to  
11 provide medical services necessary to avoid suffering or endangerment to life or health to  
12 indigent lawful residents of COUNTY; and

13           WHEREAS, COUNTY and CMC now desire to amend the Agreement in order to  
14 extend the term of the Agreement.

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

- 17           1.     Subsection 4.1 (Term), of Section IV (Term and Termination), of the Agreement,  
18                 located on page Seven (7), is deleted in its entirety and replaced with the  
19                 following:

20                 **"4.1 Term:** This Agreement shall become effective at 12:00 am on December  
21                 1, 2014 and shall terminate on 11:59 p.m. on November 30, 2018. This Agreement  
22                 may be extended by COUNTY for one (1) additional twelve (12) month period upon  
23                 written approval of both parties no later than ninety (90) calendar days prior to the first  
24                 day of the next twelve (12) month extension period. The Director of the Department of

1 Public Health or his designee is authorized to execute such written approval on behalf  
2 of COUNTY based on CMC's satisfactory performance. Notwithstanding anything to  
3 the contrary in this Section 4.1, either Party may terminate this Agreement in  
4 accordance with section 4.2 below. "

5 COUNTY and CMC agree that this Amendment is sufficient to amend the Agreement  
6 and, that upon execution of this Amendment, the Agreement and this Amendment together  
7 shall be considered the Agreement.

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

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

EXECUTED AND EFFECTIVE as of the date first above set forth.

FRESNO COMMUNITY HOSPITAL & MEDICAL  
CENTER, doing business as COMMUNITY  
MEDICAL CENTERS

COUNTY OF FRESNO

(Authorized Signature)

Brian Pacheco, Chairman,  
Board of Supervisors

Tim A. Joslin  
President and Chief Executive Officer

Date

Date

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

By:

Date:

(Authorized Signature)

Joseph M. Nowicki  
Senior Vice President and Chief Financial Officer

Date

7370 N. Palm  
Fresno, CA 93711

Mailing Address

FOR ACCOUNTNG USE ONLY:

ORG No.: 5240

Account No.: 7295