

1 **AMENDMENT TO AGREEMENT WITH UNIVERSITY FACULTY ASSOCIATES, INC.**

2 THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment I") is made
3 and entered into this 31st 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 UNIVERSITY FACULTY ASSOCIATES, INC., a California non-profit public corporation,
6 whose address is 2625 E. Divisadero, Fresno, California 93721 (hereinafter referred to as
7 "UFA").

8 **WITNESSETH:**

9 WHEREAS, COUNTY and CENTRAL CALIFORNIA FACULTY MEDICAL GROUP
10 (CCFMG) entered into Agreement number 14-677, dated November 4th, 2014 (hereinafter
11 "Agreement"), pursuant to which CCFMG agreed to provide medical services necessary to
12 avoid suffering or endangerment to life or health to indigent lawful residents of COUNTY; and

13 WHEREAS, COUNTY, CCFMG and UFA entered into an Assignment of the
14 Agreement (County Agreement No. 14-677-1, whereby CCFMG assigned all of their rights
15 and interest in, and delegated all of their obligations under the Agreement to UFA effective
16 May 16, 2015; and

17 WHEREAS, COUNTY and UFA now desire to amend the Agreement in order to extend
18 the term of the Agreement.

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

- 21 1. Subsection 4.1 (Term) of Section IV (Term and Termination) of the Agreement,
22 beginning on page Six (6) and ending on page Seven (7), is deleted in its
23 entirety and replaced with the following:

24 **"4.1 Term:** This Agreement shall become effective at 12:00 am on December

1 1, 2014 and shall terminate on 11:59 p.m. on November 30, 2018. This Agreement
2 may be extended by COUNTY for one (1) additional twelve (12) month period upon
3 written approval of both parties no later than ninety (90) calendar days prior to the first
4 day of the next twelve (12) month extension period. The Director of the Department of
5 Public Health or his designee is authorized to execute such written approval on behalf
6 of COUNTY based on UFA's satisfactory performance. Notwithstanding anything to
7 the contrary in this Section 4.1, either Party may terminate this Agreement in
8 accordance with section 4.2 below."

9 COUNTY and UFA agree that this Amendment is sufficient to amend the Agreement
10 and, that upon execution of this Amendment, the Agreement and this Amendment together
11 shall be considered the Agreement.

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

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

UNIVERSITY FACULTY ASSOCIATES, INC.

COUNTY OF FRESNO


(Authorized Signature)

Brian Pacheco, Chairman,
Board of Supervisors

Joyce Fields-Keene, CEO

Print Name & Title
(Chairman of the Board, or President or Vice
President)

Date

10.11.2017

Date

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

By: _____


(Authorized Signature)

Date: _____

Janice Saccheri, CFO

Print Name and Title
(Secretary of Corporation, or any Assistant
Secretary, or Chief Financial Officer, or any
Assistant Treasurer)

10.11.2017

Date

2025 E. Divisadero Street
Mailing Address Fresno, CA 93721

FOR ACCOUNTING USE ONLY:

ORG No.: 5240

Account No.: 7295