

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

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment I") is made and entered into the 14<sup>th</sup> day of November, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and UNIVERSITY FACULTY ASSOCIATES, INC., a California non-profit public corporation, whose address is 2625 E. Divisadero, Fresno, California 93721 (hereinafter referred to as "UFA").

**WITNESSETH:**

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

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

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

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

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

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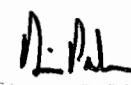
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EXECUTED AND EFFECTIVE as of the date first above set forth.

UNIVERSITY FACULTY ASSOCIATES, INC.

COUNTY OF FRESNO

  
(Authorized Signature)

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

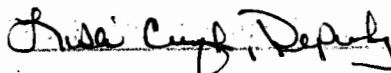
Joyce Fields-Keene, CEO

November 14, 2017  
Date

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

10.11.2017  
Date

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

By: 

Date November 14, 2017

  
(Authorized Signature)

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

21025 E Divisadero Street  
Mailing Address FRESNO, CA 93721

FOR ACCOUNTING USE ONLY:

ORG No.: 5240

Account No.: 7295