

1 **CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

2 **AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT**

3 This Amendment No. 2 to Subrecipient Agreement (“Amendment No. 2”) is dated
4 _____ and is between Fresno Community Hospital and Medical Center, a California
5 nonprofit 501(c)(3) corporation whose address is 789 Medical Center Drive East, Clovis, CA 93611
6 (“Subrecipient”), and the County of Fresno, a political subdivision of the State of California (“County”).

7 **Recitals**

8 A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021
9 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”)
10 Program.

11 B. The ARPA authorizes the County to expend SLFRF awarded to the County for certain eligible
12 purposes, including to respond to the negative economic impacts of the COVID-19 pandemic on hospital
13 facilities, including improvements to hospitals and medical equipment for the prevention and treatment
14 of COVID-19.

15 C. On August 9, 2022, the County and the Subrecipient entered into County agreement number 22-
16 340 (“Agreement”), to respond to the public health emergency and address the negative economic
17 impacts of the pandemic on local area hospitals by funding the purchase of medical equipment for
18 COVID-19 prevention and treatment, consisting of six adult Stryker beds for its Intensive Care Unit
19 (“ICU”) at the Community Regional Medical Center, Fresno, as well as the purchase of a Computed
20 Tomography (“CT”) scanner and the associated installation and adaptation costs to replace the aging
21 CT scanner at the Clovis Community Medical Center.

22 D. On November 28, 2023, the Fresno County Board of Supervisors approved Amendment No. 1 to
23 the Subrecipient Agreement (“Agreement No. 23-625”), which modified the Expenditure Plan of the
24 Agreement to match changing cost estimates at that time, updated the Modification Clause, and the
25 Hold Harmless language of the Agreement.

26 E. The Subrecipient represents that prior to the First Amendment (Amendment No. 1) being
27 executed, SLFRF had funded the purchase of six adult Stryker beds for the ICU and had paid the initial
28 costs for the CT scanner replacement. The Subrecipient represents that it anticipated cost savings for

1 the purchase of the new CT scanner, however costs for the construction and installation of the CT
2 scanner had significantly increased beyond the initial estimates in the approved expenditure plan, which
3 impacted the Subrecipient's ability to recover actual costs that would otherwise have been reimbursed
4 by the SLFRF Program.

5 F. The Subrecipient represents that since the execution of Amendment No. 1, its construction costs
6 for the installation and adaption of the CT scanner significantly exceeded initial estimates, however the
7 actual cost for the purchase of the CT scanner had a cost savings of approximately \$444,453. The
8 Subrecipient has a final Payment Request of \$437,009.72, which are construction-related costs to be
9 charged under the "Scanner Installation and Adaptation Costs" line-item. The current Agreement
10 provides the Subrecipient the option to submit written modifications to the County Administrative Officer
11 or designee to modify the Expenditure Plan, however the existing Agreement limits modifications to ten
12 percent (10%) of the total maximum compensation payable to the Subrecipient.

13 G. The Subrecipient represents that the Program would benefit from a further amendment to the
14 expenditure plan, which will allow the Subrecipient to fully close out its Program.

15 H. The Subrecipient represents that with the approval of this Amendment No.2, which would
16 reallocate sufficient funding to the "Scanner Installation and Adaptation Costs" line-item of the
17 Expenditure Plan to close out the program, there would be an unused balance of \$7,835.44 eligible for
18 removal from the original award. The Revised Exhibit B-1 for Amendment No. 2, attached, shows the
19 final status of the award, which is fully within the scope of the original Agreement and meets the
20 constraints of the Obligation Interim Final Rule, which was approved on November 20, 2023, and
21 requires modifications after the Obligation deadline of December 31, 2024, to be within substantially the
22 same scope and substantially the same purpose as the original agreement.

23 I. The County and the Subrecipient now desire to further amend the Agreement to further revise
24 the Program's Expenditure Plan.

25 The parties, therefore, agree as follows:

26 1. This Amendment No. 2 shall take effect retroactive to the Effective Date of the Agreement,
27 August 9, 2022.

2. All references to "Revised Exhibit B" in Amendment No.1 shall be amended and refer to "Revised Exhibit B-1." Revised Exhibit B-1 is attached to this Amendment No. 2 and incorporated by this reference.

3. Section 1, General Obligations of the Subrecipient, Subsection H, Timeline, located on page 8, lines 26 through page 9, line 7 of the Agreement, is deleted in its entirety, and replaced with the following:

"H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken and completed, and all SLFRF granted under this Agreement are fully expended, no later than June 30, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY in writing, whether it can complete the Program or fully expend the SLFRF granted under this Agreement by June 30, 2026. If SUBRECIPIENT is not capable of completing the Program or fully expending the SLFRF granted under this Agreement on the Program by June 30, 2026, SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a permissible use, to COUNTY within fifteen calendar days."

4. Section 13, Subsection A, Grant Funding/Compensation, located on page 18, lines 10 through page 19, line 1, is deleted in its entirety, and replaced with the following:

"A. The parties understand that funding for this Agreement is SLFRF provided pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grant, up to the total SLFRF grant, in an amount not to exceed two million, seven hundred twelve thousand, eight-hundred thirty-four dollars and fifty-six cents (\$2,712,834.56)."

It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to SUBRECIPIENT for the Program shall not exceed two million, seven hundred twelve thousand, eight-hundred thirty-four dollars and fifty-six cents (\$2,712,834.56), to fund the purchase of six adult Stryker beds for its ICU, and the purchase of a CT scanner and the associated installation and adaptation costs to replace the aging CT scanner at the Clovis Community Medical Center, as described in Section 1(D). Such purchases are intended to mitigate, prevent, and treat COVID-19. Drawdown requests for the COUNTY to make a such payment shall be in accordance with the sample Drawdown Request Form,

1 attached as Revised Exhibit B-1. Drawdowns for the payment of eligible necessary expenses shall
2 include copies of invoices, purchase orders, receipts, and reimbursement requests, detailing items
3 purchased, and expenses incurred or anticipated to be incurred in support of the Program for eligible
4 items listed in Revised Exhibit B-1 of this Agreement. SUBRECIPIENT shall use the Drawdown Request
5 Form provided in Revised Exhibit B-1 of this Agreement to submit detailed drawdown requests and
6 include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased,
7 and expenses incurred or anticipated to be incurred in support of the Program. SUBRECIPIENT shall
8 not drawdown or invoice under this Agreement costs potentially reimbursable from other sources of
9 funds, including State, Federal, and/or private sources.”

10 5. When both parties have signed this Amendment No. 2, the Agreement, Amendment No. 1, and
11 this Amendment No. 2 together constitute the Agreement.

12 6. The SUBRECIPIENT represents and warrants to the County that:

- 13 a. The SUBRECIPIENT is duly authorized and empowered to sign and perform its obligations
14 under this Amendment No. 2.
- 15 b. The individual signing this Amendment No. 2 on behalf of the SUBRECIPIENT is duly
16 authorized to do so and his or her signature on this Amendment No. 2 legally binds the
17 SUBRECIPIENT to the terms of this Amendment No. 2.

18 7. The parties agree that this Amendment No. 2 may be executed by electronic signature as
19 provided in this section.

- 20 a. An “electronic signature” means any symbol or process intended by an individual signing this
21 Amendment No. 2 to represent their signature, including but not limited to (1) a digital
22 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
23 scanned and transmitted (for example by PDF document) version of an original handwritten
24 signature.
- 25 b. Each electronic signature affixed or attached to this Amendment No. 2 is deemed equivalent
26 to a valid original handwritten signature of the person signing this Amendment No. 2 for all
27 purposes, including but not limited to evidentiary proof in any administrative or judicial
28

proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 2 with an original handwritten signature.

8. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 2.

9. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement and not amended by Amendment No. 1 or this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

2
3 SUBRECIPIENT

COUNTY OF FRESNO

4 
5 Craig A. Wagoner, Chief Executive Officer of
6 Fresno Community Hospital and Medical
7 Center

Ernest "Buddy" Mendes, Chairman of the
Board of Supervisors of the County of Fresno

8 Mailing Address:
9 Fresno Community Hospital and Medical
10 Center
11 789 Medical Center Drive East
12 Clovis, CA 93611

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

By: _____
Deputy

13 For accounting use only:

14 Org: 1033
15 Fund: 0026
16 Subclass: 91021
17 Account: 7845
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Revised Exhibit B-1

Subrecipient Expenditure Plan

Subrecipient shall provide to County drawdown requests for payments for eligible expenses to complete the Program for the amount not to exceed two million, seven hundred twelve thousand, eight-hundred thirty-four dollars and fifty-six cents (\$2,712,834.56). Subrecipient may make drawdown requests to cover eligible expenditures in support of the Program, as represented in Revised Exhibit B-1, Revised Table 1-1. Subrecipient shall use the Drawdown Request Form to submit detailed drawdown requests on quarterly intervals (90 days) for eligible expenditures, and shall include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred, or anticipated to be incurred, in support of the Program.

**Revised Table 1-1
Expenditure Plan**

Revised Table 1-1 Expenditure plan				
Line Item	Budget	Amendment Requested	Amendment #2 Budget	Unused Budget
Adult Intensive Care Unit, Stryker Beds - 6 units	\$ 207,278.00	\$ (0.05)	\$ 207,277.95	\$ -
Computed Tomography Scanner	\$ 1,914,441.00	\$ (444,452.88)	\$ 1,469,988.12	\$ -
Scanner Installation and Adaptation Costs	\$ 598,951.00	\$ 436,617.49	\$ 1,035,568.49	\$ -
Totals:	\$ 2,720,670.00	\$ (7,835.44)	\$ 2,712,834.56	\$ 7,835.44

Revised Exhibit B-1 (Continued)

Drawdown Request Form

Date:

County of Fresno
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93721

Subject: Drawdown Request for

<u>Subrecipient Program</u>	<u>Subrecipient Name</u>
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In accordance with the executed Agreement for the above-referenced Program, the [SUBRECIPIENT NAME] is requesting drawdown payment of \$ _____ in support of the Program.

The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the amount of work that has been completed to date, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program in accordance with the Subrecipient Expenditure Plan (Revised Exhibit B-1, Table 1-1) documented in the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice # / Contract #	Amount
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Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)

EXHIBIT C
Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 1.7 Other COVID -19 Public Health Expenses	
Total Award: \$2,712,834.56	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Public Health, COVID -19 Mitigation and Prevention				
1.7	Other COVID -19 Public Health Expenses (Medical Equipment)				
TOTAL					

PROJECT STATUS

Describe program achievements and upcoming milestones

Quarterly Status Report, select one.

<input type="checkbox"/>	Not started
<input type="checkbox"/>	completed less than 50 percent
<input type="checkbox"/>	completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

AUTHORIZED SIGNATURE

Prepared by: (print name)

Date