CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT

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

Recitals

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

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

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

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

E. On June 10, 2025, the Fresno County Board of Supervisors approved Amendment No. 2 to the Subrecipient Agreement ("Agreement No. 25-220"), which revised the Expenditure Plan of the Agreement by redesignating $444,453 in funding availability under the CT scanner line-item and

reallocating $436,617 to address the increased cost to complete the CT scanner installation. The Second Amendment also reduced the maximum compensation available to the Subrecipient by $7,835.44, from $2,720,670 to $2,712,834.56, due to the Subrecipient's ability to purchase the new CT Scanner with cost savings.

F. Since the approval of the Second Amendment, the Subrecipient represents that the Program is complete and in operation. The six-striker beds serve patients at the ICU Community Regional Medical Center - Fresno, and the CT scanner serves patients at the Clovis Community Medical Center. The Subrecipient represents that they have received all CT scanner and installation invoices. Based on the Program's final invoices, the Subrecipient represents that the current expenditure plan hinders their ability to fully expend the award. The Subrecipient represents that approximately $322,139, which was initially coded under final installation and adaptation costs, have since been identified and reclassified as costs for the purchase of the CT scanner. Moreover, the Subrecipient's desire to modify the expenditure plan to fully expend this award exceeds the maximum allowable percentage of ten percent (10%) of the maximum compensation, under the Modification Clause of the Agreement.

G. The Subrecipient represents that the Program would benefit from a final Amendment to the Expenditure Plan, which will allow the Subrecipient to fully close out the Program.

H. The Subrecipient represents that the approval of this Amendment No. 3 would reallocate $322,138.88 from the "Scanner Installation and Adaptation Costs" back to the "Computed Tomography Scanner" line-item of the Expenditure Plan and will help close out the Program. The Revised Exhibit B-2 for Amendment No. 3, attached, shows the final status of the award, which is fully within the initial scope of the original Agreement, which was approved on August 9, 2022.

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

The parties, therefore, agree as follows:

1. This Amendment No. 3 shall take effect retroactively to the Effective Date of the Agreement, August 9, 2022.

2. All references to Revised Exhibit B-1 in the Agreement, as amended, shall be further amended and replaced to refer to “Revised Exhibit B-2.” Revised Exhibit B-2 is attached to this Amendment No. 3 and incorporated by this reference.

3. When both parties have signed this Amendment No. 3, the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 together constitute the Agreement.

4. The Subrecipient represents and warrants to the County that:

   a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under this Amendment No. 3.

   b. The individual signing this Amendment No. 3 on behalf of the Subrecipient is duly authorized to do so and his or her signature on this Amendment No. 3 legally binds the Subrecipient to the terms of this Amendment No. 3.

5. The parties agree that this Amendment No. 3 may be executed by electronic signature as provided in this section.

   a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment No. 3 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

   b. Each electronic signature affixed or attached to this Amendment No. 3 is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 3 for all purposes, including but not limited to evidentiary proof in any administrative or judicial 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. 3 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 3 with an original handwritten signature.

6. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

7. The Agreement, as amended by this Amendment No. 3, is ratified and continued. All provisions of the Agreement not amended by this Amendment No. 3 remain in full force and effect.

[*SIGNATURE PAGE FOLLOWS*]

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The parties are signing this Amendment No. 3 on the date stated in the introductory clause.

Subrecipient

DocuSigned by:
Craig A Wagoner
5968DC1D2F574AC...

Craig A. Wagoner, President and Chief Executive Officer of Fresno Community Hospital and Medical Center

Mailing Address:
Fresno Community Hospital and Medical Center
789 Medical Center Drive East
Clovis, CA 93611

County of Fresno

_____
Garry Bredefeld, 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:

Org: 1033
Fund: 0026
Subclass: 91021
Account: 7845

Revised Exhibit B-2

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 and fifty-six dollars ($2,712,834.56). Subrecipient may make drawdown requests to cover eligible expenditures in support of the Program, as represented in Revised Exhibit B-2, 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 1-2			
Expenditure plan			
Line Item	**Budget**	**Amendment Requested**	**Amendment No. 3 Budget**
Adult Intensive Care Unit, Stryker Beds - 6 units	$ 207,277.95	$ -	$ 207,277.95
Computed Tomography Scanner	$ 1,469,988.12	$ 322,138.88	$ 1,792,127.00
Scanner Installation and Adaptation Costs	$ 1,035,568.49	($ 322,138.88)	$ 713,429.61
Totals:	**$ 2,712,834.56**		**$ 2,712,834.56**

Revised Exhibit B-2 (Continued)

Drawdown Request Form

Date:

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

Subject: Drawdown Request for

_____	_____
Subrecipient Program	**Subrecipient Name**

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, Table 1-1) documented in the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice # / Contract #	Amount