

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO AGREEMENT FOR CLINIC SERVICES
FY 2019 RENEWAL**

This AMENDMENT (“Amendment”) is entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (“County”), and Fort Bend County Family Health Center Inc., dba AccessHealth (“AccessHealth”).

WHEREAS, the County and AccessHealth executed the AGREEMENT FOR CLINIC SERVICES (“Agreement”) attached hereto as “Attachment A” and incorporated by reference on or about December 20, 2016 and amended on February 13, 2018;

WHEREAS, the County and AccessHealth would like to extend the Agreement an additional twelve (12) months, from the period of October 1, 2018 – September 30, 2019;

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

1. **Term.** The time for performance of the Services under the Agreement is extended from October 1, 2018 – September 30, 2019.
2. **Compensation.** The Maximum Compensation for the performance of Services under this Amendment is \$1,207,842.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
3. **No Boycott of Israel.** As required by Chapter 2270, Government Code, AccessHealth hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
4. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

Execution page follows

Remainder left blank

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

Robert Hebert,
County Judge

Date

ATTEST:

Laura Richard, County Clerk

FORT BEND COUNTY FAMILY HEALTH CENTER
INC., DBA ACCESSHEALTH



Authorized Agent-Signature

MICHAEL R. DOFSON
Authorized Agent -Printed Name

C.E.O.
Title

10/11/2018
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Amendment.

Robert Ed Sturdivant, County Auditor