

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIFTH AMENDMENT TO
AGREEMENT FOR TESTING SERVICES BETWEEN
FORT BEND COUNTY AND ACCESS HEALTH
(COVID-19)**

This FIFTH AMENDMENT TO THE AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (COVID-19) is made and entered into by and between Fort Bend County , (hereinafter “County ”), a body corporate and politic under the laws of the State of Texas, and the Fort Bend County Family Health Center Inc., dba Access Health (hereinafter “Contractor”), a non-profit corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about MARCH 29, 2020, the Parties entered into AGREEMENT FOR TESTING SERVICES BETWEEN FORT BEND COUNTY AND ACCESS HEALTH (COVID-19) which was amended on or about the following dates: April 13, 2020, April 25, 2020, May 4, 2020 and June 1, 2020; all documents being incorporated by reference and collectively referred to as the “Agreement;”

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as following changes to be effective as of the date executed by both Parties:

I. Amendments

Section 1. Scope of Services is amended to extend the term of the Agreement as follows:

Testing Services will take place as specified herein (to be referred to as “testing location”) beginning no earlier than Monday, March 30, 2020 and lasting no longer than December 30, 2020 unless terminated sooner in accordance with this Agreement. Contractor agrees to provide service at a combination of fixed and temporary sites, specific locations to be as mutually agreed upon between Contractor and the County Health and Human Services Director. A fixed site is defined as a location with testing to occur at least 30 days in a row and a temporary site would be expected to provide testing for up to 5 days per testing event. Services will be performed at fixed sites between the hours of 8am – 5pm (last appointment being scheduled at 4pm) Monday through Friday and 10am – 2pm on Saturday. Service dates and times for the temporary sites will be as mutually agreed to by Contractor and the County Health and Human Services Director.

Section 7. Termination

- A. Termination for Convenience: Either Party may terminate this Agreement at any time upon five (5) days written notice.
 - B. Termination for Default:
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform testing services within the time specified in the Scope of Work or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within forty-eight (48) hours after receipt of notice from County specifying such breach or failure.
- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.

Remainder left blank

Execution page follows

III. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as agreed to herein.

FORT BEND COUNTY

ACCESSHEALTH

KP George



Authorized Agent – Signature

Date



Authorized Agent- Printed Name

ATTEST:

C. E. O.


Title

6/16/2020

Laura Richard, County Clerk

Date

Reviewed by:



Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor