

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

KP George
County Judge KP George

KP George

ACCESSHEALTH

[Signature]

Authorized Agent – Signature

6-23-2020

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

Michael R. Dorson

Authorized Agent- Printed Name

C.E.O.

Title

6/16/2020

Date

Reviewed by:

J. Johnson-Minter, MD

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 \$2,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fort Bend Family Health Center, Inc.
 Richmond, TX United States

Certificate Number:
 2020-632336

Date Filed:
 06/16/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 06/23/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 COVID-19 testing
 5th Amendment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)