

**Michael C. Berry, M.D.,**

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES #2402**

**THIS THIRD AMENDMENT** to that Agreement for Services #2402 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Michael C. Berry, M.D., an individual, duly qualified to conduct business in the State of California, whose principal place of business is 4373 Town Center Blvd., #1238, El Dorado Hills, California 95762 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide selected pathology and related services in Placerville and South Lake Tahoe for the Sheriff's Office, pursuant to Agreement for Services #2402, dated April 3, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the Contractor's address, amending **ARTICLE XII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add the Levine Act Statement, amending **ARTICLE XVIII, Conflict of Interest**, and adding **Exhibit C**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE XII, Notice to Parties**, of the Agreement is amended to update the Contractor's address to read as follows:

**ARTICLE XII**

**Notice to Parties:** Notices to Contractor shall be addressed as follows:

Michael C. Berry M.D.  
4373 Town Center Blvd., #1238  
El Dorado Hills, California 95762

- II. **ARTICLE XVIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

## **ARTICLE XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

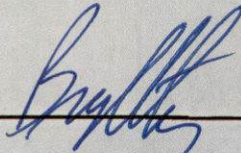
If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #2402 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #2402 on the dates indicated below.


--COUNTY OF EL DORADO--

By: 

Bryan Golmitz  
Undersheriff  
"County"

Dated: 4/26/23

--MICHAEL C. BERRY M.D.--

By:   
Michael C. Berry M.D., individually  
"Contractor"

Dated: 4/16/23

(MICHAEL G. BERRY M.D.)

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_ YES  \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

\_\_\_\_\_ YES  \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

4/16/23  
Date

\_\_\_\_\_  
Type or write name of company

  
Signature of authorized individual

Michael Berry  
Type or write name of authorized individual