

# ORIGINAL

## AGREEMENT FOR SERVICES #162-S1511 AMENDMENT I

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This Amendment I to that Agreement for Services #162-S1511, 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 LocumTenens.com, a Georgia Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 2655 Northwinds Parkway, Alpharetta, Georgia 30009, and whose California Agent for Service of Process is CSC Lawyers Incorporating Service, 10 Universal City Plaza, Universal City Plaza, Universal City, CA 91608 (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide the County's Health and Human Services Agency (HHS) with qualified locum tenens medical practitioner(s) (Medical Practitioner) for the purpose of meeting the medical staffing needs of its various divisions, programs, and clients, in accordance with Agreement for Services #162-S1511, dated September 16, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to Amendment I of said Agreement, hereby amending **Article IV – Maximum Obligation**; and

**WHEREAS**, the parties hereto have add **ARTICLE XXXIII - Licenses** and **ARTICLE XXXIV – Nondiscrimination**, and renumber **Article XXXIII – Entire Agreement** to accommodate the insertion of the two aforementioned Articles.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #162-S1511 shall be amended a first time as follows:

#### **ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$870,000 for all of the stated services and during the term of the Agreement. In no event shall County be obligated to pay Contractor for any amount above the total maximum obligation of this Agreement for Services.

#### **ARTICLE XXXIII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its

profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXXIV**

**Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**ARTICLE XXXV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement for Services 162-S1511 between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #162-S5111 shall remain unchanged and in full force and effect.

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**Requesting Contract Administrator Concurrence:**

By: Patricia Charles-Heathers  
Patricia Charles-Heathers, Ph.D.  
Assistant Director of Health Services  
Health and Human Services Agency

Dated: 3/22/16

**Requesting Department Head Concurrence:**

By: Don Ashton  
Don Ashton, M.P.A.  
Director  
Health and Human Services Agency


Dated: 3/22/16

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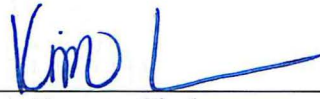
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #162-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/19/16

By:   
Ron Mikulaco  
Board of Supervisors  
"County"

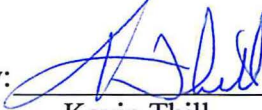
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 4/19/16

-- CONTRACTOR --

LOCUMTENENS.COM, LLC  
A GEORGIA LIMITED LIABILITY COMPANY

By:   
Kevin Thill  
Executive Vice President  
"Contractor"

Dated: 3/28/16

By:   
~~Corporate Secretary~~ CFO

Dated: 3/25/2016

lkw