

AGREEMENT FOR SERVICES #755-PHD0508
AMENDMENT I

This Amendment I to that Agreement for Services #755-PHD0508, 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 Barton Healthcare System, a non-profit general acute care hospital operating under the laws of California (hereinafter referred to as "Contractor") whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150;

W I T N E S S E T H

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to collaborate in the provision of hospital and supporting health care systems delivery of coordinated and effective care to victims of terrorism and other public health emergencies, in accordance with Agreement for Services #755-PHD0508 dated August 29, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article X – Notice to Parties**; **Article XX – Record Retention**; and **Article XXI - Administrator** of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add **Exhibit B**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #755-PHD0508 shall be amended a first time as follows:

I. All references in the original agreement to the “County Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.

II. **Article I – Scope of Services** – shall be amended in its entirety to read as follows:

ARTICLE I

Scope of Services: This funding is provided by a National Bioterrorism Hospital Preparedness Program Local Funding Agreement, and is intended to assist in preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies to deliver coordinated and effective care to victims of terrorism and other public health emergencies. Contractor agrees to use the funding provided by this Agreement to provide the training and purchase the items listed in Exhibit A and Exhibit B as allocated in Article III of this Agreement. All equipment and supplies purchased with these funds are to be made available for mutual aid, if such a request is made by the County.

III. **Article II – Term** – shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement is effective August 29, 2008 and shall continue in effect until June 1, 2009 unless cancelled by either party per the stipulations of Articles VIII and IX herein.

IV. **Article III – Compensation for Services** – shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Under the Hospital Preparedness Grant for fiscal year 2007-2008, County agrees to pay Contractor \$40,484.00 to provide the training and purchase the items listed in Exhibit A, attached to this Agreement and incorporated herein by reference. Under the Hospital preparedness Grant for fiscal year 2008-2009, County agrees to pay Contractor \$30,050.00 to provide the training and purchase the equipment listed in Exhibit B, attached to this Agreement and incorporated herein by reference. County agrees to pay Contractor within forty-five (45) days of receipt and approval of an original invoice on Contractor’s letterhead referencing this Agreement and the Hospital Preparedness Grant for the applicable fiscal year. Invoices for the total amount of \$30,050.00 for the training and items listed in Exhibit B must be submitted to the Contract Administrator no later than June 1, 2009.

The total not-to-exceed amount of this Agreement shall be \$70,534.00

V. **Article X – Notice to Parties** – shall be amended in its entirety to read as follows:

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**BARTON HEALTHCARE SYSTEM
2170 SOUTH AVENUE
SOUTH LAKE TAHOE, CA 96150
ATTN: JOHN WILLIAMS, CEO**

or to such other location as the Contractor directs.

VI. Article XX – Record Retention – shall be amended in its entirety to read as follows:

ARTICLE XX

Record Retention: Contractor agrees to maintain and preserve all records in any way relating to this Agreement for a minimum of three years after termination of this Agreement and the County's receipt of final payment under the Hospital Preparedness Grant from the California Department of Public Health (CDPH). Contractor also agrees to permit any CDPH representative or other representative duly authorized by law or pursuant to the Hospital Preparedness Grant to have access to, examine or audit any pertinent books, documents, papers and records, related to this Agreement and to allow interviews of any of Contractor's employees who might reasonably have information related to such records.

VII. Article XXI - Administrator – shall be amended in its entirety to read as follows:


ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Chris Weston, Health Services Department Public Health Preparedness Manager, or successor.

VIII. Exhibit B attached hereto shall be attached to the Agreement as Exhibit B and incorporated herein.

Except as herein amended, all other parts and sections of that Agreement #755-PHD0508 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Neda West, Director, **Health Services Department**

Dated: 4-19-09

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #755-PHD0508 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____
Ron Briggs, Chairman
El Dorado County Board of Supervisors
"County"


Dated: _____

ATTEST
Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

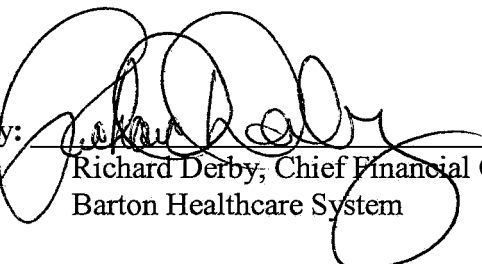
Deputy Clerk

Dated: _____

-- CONTRACTOR --

By: 
John Williams, Chief Executive Officer
Barton Healthcare System

Dated: 4/20/09

By: 
Richard Derby, Chief Financial Officer
Barton Healthcare System

Dated: 4/20/2009

**EXHIBIT B
AMENDMENT I**

**FY 2008-09 HPP National Bioterrorism Hospital Preparedness Program
Equipment/Supplies/Training Purchases**

BARTON HEALTHCARE SYSTEM

Item	Quantity	Cost	Total Cost
Think Pad Computers	4	2,000.00	\$8,000.00
EX500 Radios for DOC communications. & dept. communications	6	\$725.00	4,350.00
Iridium Portable Satellite Phone - Model #9505A	1	2,995.00	2,995.00
EX500 Replacement batteries for DOC communications	23	99.00	2,277.00
FRA Competency Training	N/A	2,000.00	2,000.00
HICS Training	N/A	1,500.00	1,500.00
Command Staff Advanced Training	N/A	1,500.00	1,500.00
NIMS Compliance Training	N/A	1,500.00	1,500.00
Charger for 6 Radio Batteries for DOC communications	1	1,400.00	1,400.00
Levofloxacin - 500 mg.	150	9.10	1,365.00
Drager DefendAir 105788 for ACS/Hazmat issues	4	241.00	964.00
HP Portable Computer Printer	2	299.00	598.00
EX500 Radio Programming	6	75.00	450.00
Folding Screens 3 Panel - Part #363	2	83.50	418.00
Gentamycin - 600 - 80 mg/vial	600	0.54	324.00
Hand washing Stations Product 06271	2	135.00	270.00
Tote - a - John - TJ50	2	55.95	112.00
Amoxicillin - 250 mg.	450	0.06	27.00
Total Barton Healthcare System			\$30,050.00