

RUSH

Contract #: 471-S0710 ^{end} Amendment III

CONTRACT ROUTING SHEET

Date Prepared: _____

Need Date: If possible, by 5/7/07

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
 Dept. Contact: Dustin Bailey
 Phone #: 5833
 Department: _____
 Head Signature: Bonnie H. Rich
 Bonnie H. Rich

CONTRACTOR:

Name: Sutter Health Medical Foundation
 Address: 2800 L Street, 7th Floor
Sacramento, CA 95816
 Phone: _____

CONTRACTING DEPARTMENT: HR/Risk Management

Service Requested: Pre-employment medical testing
 Contract Term: Expires 6/30/07 Contract Value: \$0
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Conditional Disapproved: _____ Date: 5/3/07 By: Josh Beck
 Approved: _____ Disapproved: _____ Date: _____ By: _____

See notes re term & compensation & make change - change incorporated

EL DORADO COUNTY COUNSEL
 2007 APR 30 PM 4:57
 ASSIGNMENT
 DATE: 5/1/07
 ATTORNEY: PEB
 DEPT./INDEX NO.: 020100
 BY: HR

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 5/3/07 By: J. Costello
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT.
 07 MAY - 3 PM 12:40

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

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AGREEMENT FOR SERVICES #471-S0411
AMENDMENT III

This Amendment III to that Agreement for Services #471-S0411, 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 Sutter Medical Foundation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2800 L Street 7th Floor, Sacramento, CA 95816; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide pre-employment (post-offer) physical examinations, hazardous material personnel evaluations, respirator fit testing, fitness-for-duty examinations, and drug and alcohol screenings for County employees and prospective employees on an "as requested" basis for County Departments, in accordance with Agreement for Services #471-S0411 dated March 16, 2004, Amendment I dated September 12, 2006, and Amendment II dated March 27, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement for six (6) additional months, increase the compensation by \$90,000.00, and revise the compensation for services, hereby amending **ARTICLE II – Term** and **ARTICLE III - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XI – Notice to Parties** and **ARTICLE XIX – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIII – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #471-S0411 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of March 16, 2004 through December 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within sixty (60) days following County receipt and approval of itemized invoice(s) detailing services rendered and identifying the specific County Department for which service was provided. Invoices shall be submitted directly to the Human Resources Department, Risk Management Division. Consultant shall prepare claims on forms in accordance with the procedures prescribed by County and submit no later than the tenth (10th) day of the month following the claim period. For the purposes hereof, the billing rate shall be in accordance with Revised Exhibit "B" schedule I-III, marked "SUTTER OCCUPATIONAL HEALTH EVALUATION PROFILE FEE RATE", incorporated herein and made by reference a part hereof. The total amount of this Agreement for the first year shall not exceed \$117,000.00. The total amount of this Agreement for the second year shall not exceed \$119,000.00. The total amount of this Agreement for the third year shall not exceed \$121,000.00. The total amount for the period of March 16, 2007 through December 31, 2007 shall not exceed \$130,000.00. The total amount of this Agreement for the four-year period shall not exceed \$487,000.00.

ARTICLE XI

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 addressed as follows:

COUNTY OF EL DORADO
HUMAN RESOURCES/RISK MANAGEMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: LARRY COSTELLO

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SUTTER MEDICAL FOUNDATION
P.O. BOX 255228
SACRAMENTO, CA 95865-5228

or to such other location as the Contractor directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry Costello, Senior Risk Management Analyst, or successor.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #471-S0410 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Larry Costello
Senior Risk Management Analyst
Human Resources Department, Risk Management Division

Requesting Department Head Concurrence:

By: _____ Dated: _____
Ted Cwiek
Director
Human Resources Department

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #471-S0410 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

SUTTER MEDICAL FOUNDATION
A CALIFORNIA CORPORATION

By: _____

Susan Gower
Chief Financial Officer
"Contractor"

By: _____

Corporate Secretary

Dated: _____