

**AGREEMENT FOR SERVICES 417-S1210  
AMENDMENT I**

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This Amendment I to that Agreement for Services 417-S1210, 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 Robert C. Hartmann, M.D., a licensed physician, in good standing, duly qualified to conduct business in the State of California, whose principal place of business is 19501 Red Hill Mine Road, Pine Grove, CA 95665 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to be the interim Public Health Officer and Local Registrar for Vital Statistics while a recruitment is being conducted for a permanent Public Health Officer, in accordance with Agreement for Services 427-S1210, effective February 7, 2012 (dated February 23, 2012), incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending **Article II - Term**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the not-to-exceed amount of the original Agreement, thereby amending **Article III - Compensation**; and

**WHEREAS**, the parties hereto have mutually agreed to update various provisions in the Agreement, thereby amending **Article XVII – California Residency (Form 590)**, **Article XX – Administrator**, and adding **Article XXV – No Third Party Beneficiaries**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 417-S1210 shall be amended a first time as follows:

1) **ARTICLE II** shall be amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 7, 2012 through June 30, 2013 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" or "Default, Termination and Cancellation" herein.

2) ARTICLE III shall be amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided as set forth herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying rendered.

For the purposes of this Agreement, services provided shall be reimbursed at the rate of \$3,000 per month, inclusive of labor, overhead, travel, and administrative expenses in the performance of this Agreement.

In the event this Agreement is terminated pursuant to the Articles titled "Fiscal Considerations" or "Default, Termination and Cancellation" herein.

Contractor shall receive only the compensation specified in this Agreement above for the services performed and Contractor shall not be eligible or entitled to receive any other compensation or benefits currently afforded regular County employees unless otherwise required by law.

Total compensation under this Agreement shall not exceed \$51,000 inclusive of all expenses.

3) ARTICLE XVII shall be amended in its entirety to read as follows:

**ARTICLE XVII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

4) ARTICLE XX shall be amended in its entirety to read as follows:

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Chris Weston, Program Manager II, or successor.

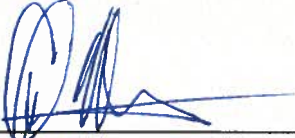
5) Article XXV shall be added to read as follows:

**ARTICLE XXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

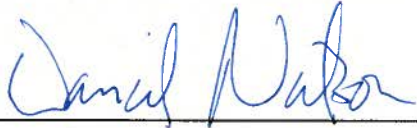
Except as herein amended, all other parts and sections of that Agreement 417-S1210 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Chris Weston, Program Manager II  
Health and Human Services Agency

Dated: 1/4/13

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, M.P.A., Director  
Health and Human Services Agency

Dated: 1-7-2013

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 417-S1210 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_, Chair  
Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CONTRACTOR --

By: Robert C. Hartmann MD  
Robert C. Hartmann, M.D., Individually  
"Contractor"

Dated: 01-10-2013

zmm