

AGREEMENT FOR SERVICES

#532-PHD0606

with

EL DORADO COMMUNITY HEALTH CENTER

regarding

ACCEL INFORMATION TECHNOLOGY PROJECT MANAGER SERVICES

Amendment I

THIS AMENDMENT to that AGREEMENT made and entered into on July 18, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Community Health Center, a California non-profit public benefit corporation which qualifies as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, (hereinafter referred to as "Contractor") whose principal place of business is 4327 Golden Center Drive, Placerville, CA 95667;

W I T N E S S E T H

WHEREAS, Contractor desires to continue assisting in the development of the ACCEL Program to support its mission of increasing access to the healthcare for the underinsured of El Dorado County; and

WHEREAS, Contractor continues to need an Information Technology (IT) Project Manager in the implementation of a previously developed ACCEL Technology Plan, improving access to healthcare and coordination of services across county providers; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I Scope of Services, section c. shall be amended to read as follows:

CONTRACTOR AGREES TO:

- c. Submit quarterly expenditure reports to Public Health detailing all financial expenditures of funds provided by this Agreement within each quarter until the term of this Agreement has expired or the maximum compensation allowable under this Agreement has been reached.

Reports shall be due on the following dates and shall cover the following periods:

<u>Report</u>	<u>Due Date</u>	<u>Period Covered</u>
1	October 31, 2006	Effective Date – 9/30/06
2	January 31, 2007	10/1/06 – 12/31/06
3	April 30, 2007	1/1/07 – 3/31/07
4	30 days after term end July 31, 2007	4/1/07 – Term End 6/30/07
5	October 31, 2007	7/1/07 – 9/30/07
6	January 31, 2008	10/1/07 – 12/31/07
7	April 30, 2008	1/1/08 – 3/31/08
8	July 31, 2008	4/1/08 – 6/30/08
9	October 31, 2008	7/1/08 – 9/30/08

Reports shall be submitted to:

~~Marlena Reese~~ Dan Buffalo
El Dorado County Public Health Department
941 Spring Street, Suite 4
Placerville, CA 95667

All expenditure reports submitted to County shall reference this Agreement.

ARTICLE II Term shall be amended to read as follows:

This Agreement shall become effective ~~on~~ upon final signature (the “Effective Date”) and will continue ~~in effect for one year~~ until September 30, 2008 or until a prior date on which the maximum compensation allowable, as defined in Article III, has been reached, unless earlier terminated pursuant to the provisions under Article IX herein. ~~The term of this Agreement may be extended on an annual basis, not to exceed three years total, at the discretion of the County and upon written notice by the County to the Contractor.~~

ARTICLE III Payment, paragraph 1 shall be amended to read as follows:

County agrees to advance funds to Contractor in semi-annual disbursements, or such timeframe as mutually agreeable, for Project-related training expenses, recruitment costs, and services as described in Article I herein. Individual disbursements may total up to \$60,000.00. However, total disbursements under this Agreement shall not exceed ~~\$120,000.00~~ \$215,000.00. Disbursements

shall be made in advance of work performed by the IT Project Manager but are contingent upon the receipt by County of collective quarterly expenditure reports showing Project-related expenses, costs or services equal to or exceeding the total amount of disbursements advanced by the County. The initial disbursement shall be made upon full execution of this Agreement. Within ten (10) business days of the expiration of this Agreement on September 30, 2008, or an earlier date if terminated pursuant to Article IX herein, any unexpended balance of sums advanced by the County shall be reimbursed in full to the County.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

CONTRACTOR

By: _____
David Heryet, Vice Chair, Board of Directors
El Dorado County Community Health Center

Date: _____

By: _____
Dolores Garcia, Treasurer, Board of Directors
El Dorado County Community Health Center

Date: _____

COUNTY OF EL DORADO

By: _____
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk