

# ORIGINAL

## AGREEMENT FOR SERVICES #316-S1010 AMENDMENT I

### Evidentiary Examination Agreement

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**THIS AMENDMENT I** to that Agreement #316-S1010 made and entered by and between the County of El Dorado, a political subdivision of the State of California by its, Health and Human Services Agency, Social Services Division, formerly the Human Services Department, (hereinafter referred to as "Agency"), Perinatal and Pediatric Specialists Medical Group, Inc. d.b.a. Children's Specialists Medical Group of Sacramento, Inc. (hereinafter referred to as "CSMGS") duly qualified to conduct business in the State of California, whose principal place of business is 5301 F Street, Suite 313, Sacramento, CA 95819 and whose Agent for Service of Process is Anne M. Connolly, 5301 F Street, Suite 313, Sacramento, CA 95819 and Sutter Health Sacramento Sierra Region, a California Corporation, d.b.a. Sutter Medical Center Sacramento (hereinafter referred to as "Hospital") duly qualified to conduct business in the State of California, whose principal place of business is 5151 F. Street, Sacramento, CA 95819 and whose Agent for Services of Process is Maria Falve Montojo 2800 L Street, 7<sup>th</sup> Floor, Sacramento, CA 95816; (hereinafter referred to collectively as "Parties");

### RECITALS

**WHEREAS**, CSMGS and Hospital have been engaged to provide services related to evidentiary examinations on an "as requested" basis for clients referred by Agency, pursuant to perpetual Agreement for Services #316-S1010 dated April 27, 2010 effective April 25, 2010, and subject to termination pursuant to Section 9 – Term-Termination of the Agreement, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Hospital operates Sutter Memorial Hospital (hereinafter referred to as "Memorial") and maintains a Child Abuse Prevention Services program at Memorial; and

**WHEREAS**, CSMGS employs Angela Rosas, M.D. (hereinafter referred to as Physician) as the director of "Bridging Evidence Assessment & Resources ("BEAR") Care Center"; and

**WHEREAS**, Physician also serves as the Medical Director for Hospital's Child Abuse Prevention Services program at Memorial and has special experience in providing medical examination for and collecting evidence from abused and neglected children and sexual assault victims; and

**WHEREAS**, Physician provides evidentiary examination services at Memorial or the BEAR Care Center at the written request of the Agency; and

**WHEREAS**, effective January 1, 2012, Physician and the BEAR Care Center are no longer affiliated with CSMGS and have changed location and are now affiliated with Sutter Medical Foundation (hereinafter referred to as "Foundation"), a California Corporation, whose principal place of business in 2800 L Street, 7<sup>th</sup> Floor, Sacramento, CA 95816 and whose Agent for Services of Process is Penny Westfall, 2200 River Plaza, Third Floor, Sacramento, CA 95833; and

**WHEREAS**, Foundation has requested that Agency accept work under its Agreement for Services #316-S1010 with CSMGS by Foundation from and after January 1, 2012; and

**WHEREAS**, from and after January 1, 2012, Foundation shall assume all CSMGS' duties, responsibilities and obligations under the terms and conditions of Agreement #316-S1010; provided, however, that Foundation is not responsible for CSMGS' duties or obligations arising before January 1, 2012, and that CSMGS is not responsible for Foundation's obligations arising after January 1, 2012; and

**WHEREAS**, this Amendment I to the Agreement, as requested by CSMGS and Foundation, shall not alter or delay the scheduled services under the Agreement nor result in an increase in the agreed compensation; and

**WHEREAS**, Agency shall accept this Amendment I on condition that Foundation, commencing January 1, 2012, shall fulfill the terms and conditions of this Amendment I and the original Agreement for Services #316-S1010.

**WHEREAS**, CSMGS agrees to protect, defend, indemnify, and hold harmless Foundation from all costs, expenses, claims, causes of action, and damages (including, without limitation, reasonable attorneys' fees and costs), that arise from CSMGS' acts or omissions taken in connection with the Agreement #316-S1010 and any amendments thereto before January 1, 2012. Likewise, Foundation hereby agrees to protect, defend, indemnify, and hold harmless CSMGS from all costs, expenses, claims, causes of action, and damages (including, without limitation, reasonable attorneys' fees and costs), that arise from Foundation's acts or omissions taken in connection with the Agreement #316-S1010 and any amendments thereto from and after January 1, 2012.

**NOW, THEREFORE**, the Parties agree to the assignment of the subject Agreement from CSMGS to Foundation effective January 1, 2012 and that, as of that date,

Foundation assumes all duties, covenants and obligations of CSMGS under Agreement #316-S1010 and is responsible for executing the work after January 1, 2012 in accordance with all the terms and conditions as defined in Agreement #316-S1010. Additionally, all parties do hereby agree that Agreement for Services #316-S1010 shall be amended a first time to read as follows:

**ARTICLE 12. NOTICES;**

Notices shall be made by hand delivery, facsimile, generally recognized overnight delivery service or regular mail. If given by regular mail, notice shall be deemed to have been given on the third day after it is deposited in the U.S. Mail, postage prepaid. Notice by hand delivery or overnight delivery shall be effective upon delivery. Notice by facsimile shall be deemed given when sent, provided the transmitting machine shows error free transmittal completed and that any transmittal after 5:00 p.m. on a regular business day (Monday through Friday) or on a generally recognized holiday, shall be deemed given as of the next business day. Notices shall be addressed as follows:

<p><u>TO FOUNDATION</u></p> <p>Sutter Medical Foundation          2800 L Street, 7<sup>th</sup> Floor          Sacramento, CA 95816          Attn: Tom Blinn, Chief Executive Officer</p>	<p><u>TO AGENCY</u></p> <p>County of El Dorado          Health &amp; Human Services Agency          3057 Briw Road, Suite A          Placerville, CA 95667          Attn: DeAnn Osborn          Fax Number: (530) 626-7734</p>
<p><u>TO HOSPITAL</u></p> <p>Sutter Medical Center, Sacramento          5151 F Street          Sacramento, CA 95819          Attn: Chris Swanson, Assistant          Administrator</p>	<p><u>COPY TO</u></p> <p>County of El Dorado          Chief Administrative Office          Procurement and Contracts Division          330 Fair Lane          Placerville, CA 95667          Attn: Terri Daly, Purchasing Agent</p>

Except as herein amended all other parts and sections of Agreement for Services #316-S1010 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: *DeAnn Osborn*  
DeAnn Osborn, Staff Services Analyst II  
Health and Human Services Agency

Dated: *January 19, 2012*

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Daniel Nielson*  
Daniel Nielson, Director  
Health and Human Services Agency

Dated: *1-20-2012*

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**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to Agreement for Services #316-S1010 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

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

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

*ATTEST:*

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

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

Deputy Clerk

**-- ASSIGNEE --**

SUTTER MEDICAL FOUNDATION  
A CALIFORNIA CORPORATION

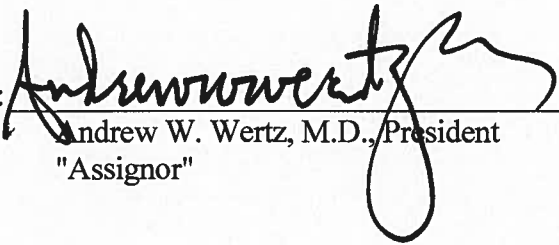
By: Tom Blinn

Dated: 1-25-12

Tom Blinn, Chief Executive Officer  
"Assignee"

-- ASSIGNOR --

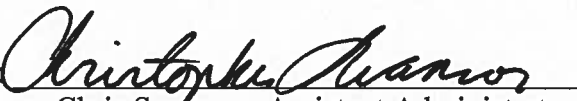
CHILDREN'S SPECIALISTS MEDICAL GROUP OF SACRAMENTO, INC.  
A CALIFORNIA CORPORATION

By:   
Andrew W. Wertz, M.D., President  
"Assignor"

Dated: 1/24/12

-- HOSPITAL --

SUTTER HEALTH SACRAMENTO SIERRA REGION  
A CALIFORNIA CORPORATION

By:   
Chris Swanson, Assistant Administrator  
"Hospital"

Dated: 1/24/2012

SICH #316-S1010, A1