

AGREEMENT FOR SERVICES #107-S1010
AMENDMENT II

This Amendment II to that Agreement for Services #107-S1010, 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 National Medical Services, Inc., a Pennsylvania Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3701 Welsh Road, Willow Grove, PA 19090 and whose Agent for Process of Service is Elsie Brewin, 1611 San Pablo, Berkley, CA 94702; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide selected forensic analysis and toxicology services on an "as requested" basis for the Sheriff's Office, Coroner Division, in accordance with Agreement for Services #107-S1010, dated October 2, 2009, and Agreement for Services #107-S1010, Amendment I dated October 25, 2011, both incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend compensation for services, hereby amending **ARTICLE III, Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend compensation for services, hereby amending **ARTICLE XVI, Non-Resident Withholding**; and

WHEREAS, the parties hereto have mutually agreed to amend the contract administrator, hereby amending **ARTICLE X, Notice to Parties** and **ARTICLE XIX, Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #107-S1010 shall be amended a first time as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A" marked "National Medical Services Fee Schedule", effective November 1, 2009 through October 31, 2011 and Revised Exhibit “A”, marked “NMS Labs” effective November 1, 2011 through October 31, 2012, both incorporated herein and made by reference a part hereof.

All invoices are to reference Agreement #107-S1010, Amendment I and sent to:

El Dorado County Sheriff’s Office
Attention: Accounting Department
300 Fair Lane
Placerville, CA 95667

Total amount of this Agreement shall not exceed \$124,500.00 for the three (3) year period.

ARTICLE XVI

Non-Resident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

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 addressed as follows:

COUNTY OF EL DORADO
SHERIFF’S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MARC ADAMS, CAPTAIN

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE

PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

NATIONAL MEDICAL SERVICES, INC.
3701 WELSH ROAD
WILLOW GROVE, PA 19090
ATTN: JAMES MURPHY, VICE-PRESIDENT OF FINANCE


or to such other location as the Consultant directs.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Marc Adams, Captain, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #107-S1010 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 11/19/12
Marc Adams, Captain
Sheriff's Office

Requesting Department Head Concurrence:

By:  Dated: 11/19/12
Rich Williams
Undersheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #107-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

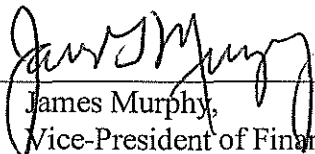
Chairman
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

NATIONAL MEDICAL SERVICES, INC.
(A PENNSYLVANIA CORPORATION)

By: 
James Murphy,
Vice-President of Finance
"Consultant"

Dated: December 7, 2012

By: 
Corporate Secretary

Dated: December 7, 2012