

AGREEMENT FOR SERVICES #167-S9710
AMENDMENT I

This Amendment I to that Agreement for Services #167-S9710, 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 Vital Check Network, Inc., a Tennessee Corporation doing business as VitalChek Network, Inc., duly qualified to conduct business in the State of California, whose principal place of business is 6 Cadillac Drive, Suite 400, Brentwood, TN, 37027 and whose Agent for Service of Process is Corporation Service Company which will do business in California as CSC - Lawyers Incorporating Service, 2730 Gateway Oaks Dr Ste 100, Sacramento, Ca 95833; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide an on-line computer and credit card service which expedites the remote application, processing and delivery of requests for vital records, in accordance with Agreement for Services #167-S9710, dated May 13, 1997, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to expand the scope of said contract, hereby amending **ARTICLE I – Scope of Services**; and

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

NOW THEREFORE, the parties do hereby agree that Agreement for Services #167-S9710 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor shall furnish materials, equipment and Consultant services necessary for the implementation of a debit/ATM counter payment system ("system") which shall permit those persons who request Vital Statistic record to pay the fee using a debit/ATM card. The debit/ATM counter payment system is detailed in Exhibit "A", marked "DEBIT/ATM Counter Payment Solution, Addendum to Current Services", attached hereto and made part by reference hereof.

Contractor agrees to provide the debit/ATM Counter Payment System describe in Exhibit A and shall do the following:

1. The System shall allow customers to purchase certified copies of recordings, property records, and other transactions using a debit/ATM card during counter transactions at the Recorder/Clerks Office, in accordance with Exhibit "A", marked "Debit/ATM Counter Payment Solution, Addendum to Current Service", incorporated herein and made part by reference hereof.
2. Contractor shall, at its sole expense, install at those location mutually agreed to by the parties all hardware and software necessary for the operation and use of the System.
3. Contractor will train and authorize appropriate County personnel to operate the hardware and software associated with the System.
4. Contractor will honor all properly authorized requests for the Service from individuals or entities seeking the expedited processing and delivery of vital records request from County.
5. Contractor will guarantee the transfer of application information as well as return deliver of documents where applicable to the consumer ordering such documents through the use of the System.
6. Contractor will guarantee the expedient refund of any mishandled order(s).
7. Contractor will provide a 24-hour toll-free information number for County and/or Public use in requesting vital statistic records (1-800-255-2414).

ARTICLE XX

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 #167-S9710 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 3/14/08
William E. Schultz
Recorder-Clerk

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #167-S9710 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

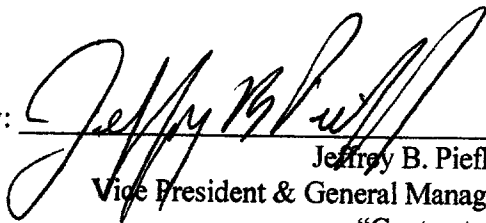
By: _____ Date: _____

Deputy Clerk

--CONTRACTOR--

Dated: 3-10-08

VITAL CHECK NETWORK, INC.
A TENNESSEE CORPORATION

By:  _____
Jeffrey B. Piefke
Vice President & General Manager
"Contractor"

By:  _____
Chief Financial Officer

Dated: 3-6-08