

AGREEMENT FOR SERVICES

#566-PHD0207

with

BARTON HEALTHCARE SYSTEM

regarding

El Dorado County Safety Net Technology Project/ACCESS El Dorado

Amendment I

THIS AMENDMENT to that AGREEMENT made and entered into on April 17, 2007 by and between the County of El Dorado, a political subdivision of the State of California on behalf of the El Dorado County Public Health Department (hereinafter referred to as "County"), and Barton HealthCare System, a California nonprofit public benefit corporation (hereinafter referred to as "Contractor"), whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150;

WITNESSETH

WHEREAS, County has determined that it is necessary to include additional services under this Agreement to be provided by Contractor for the County Public Health Department; 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 provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as 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, A. Contractor Responsibilities shall be amended to include the following:

16. Provide legal services to support the development of the ACCEL common patient authorization release and partner agreements for the HIE. The legal services to be provided herein are for the purpose of supporting the implementation of the Grant and are not being provided to County or on behalf of County.

ARTICLE III –COMPENSATION shall be amended to read as follows:

A. Grant-related Services. For services provided by Contractor herein under Article I. A. items 3-15, County agrees to pay Contractor at the rate of \$100.00 per hour, inclusive of all labor, overhead, travel, and administrative expenses, in the performance of this Agreement up to, but not to exceed, the following amounts during the Periods defined below:

- \$168,600.00 from the date of execution of this Agreement to September 29, 2007
- \$131,000.00 during the period of September 30, 2007 to September 29, 2008.

Payment by County to Contractor for services will be made in arrears within 30 days following receipt and approval of itemized invoices detailing period being billed, services performed and its relationship to the Grant Objectives and Article I. A. herein, staff hours used (by position and person), compensation due for each service, and total compensation due for all services.

B. Grant-related Technology. For the procurement of technology (e.g., software, licenses and equipment) specifically intended for use in, or otherwise related to, Grant activities and Objectives, referred herein under Article I. A. items 1-2, County agrees to reimburse Contractor in full. The total amount of all reimbursements shall not exceed the following during the periods defined below:

- \$237,500.00 from the date of execution of this Agreement to September 29, 2007. Of that amount, \$163,000.00 may be used for capital expenses (e.g., software, hardware, servers, computer and other infrastructure equipment) and \$74,500.00 for ASP (application service provider) expenses (e.g., Care Pathways application, connectivity, licenses, support services, application hosting, etc.).
- \$130,000.00 for ASP expenses during the period of September 30, 2007 to September 29, 2008.

Contractor shall submit invoices detailing items purchased. County reserves the right to refuse payment for any item purchased that PHD does not believe supports the goals of the Grant or purpose of this Agreement directly or indirectly. Payment shall be made within 30 days following receipt and approval of detailed, itemized invoices defining each purchase as a capital or ASP expense and in accordance with Article I of this Agreement. Contractor shall retain ownership of all capital purchased under this Agreement.

C. Legal Support. For legal support services provided herein under Article I. A. item 16, County agrees to pay Contractor up to, but not to exceed, \$20,000.00 for the entire term of this Agreement.

Payment by County to Contractor will be made in arrears within 30 days following receipt and approval of itemized invoices detailing legal services rendered and staff hours used (by position and person) for each service performed, multiplied by an agreed hourly rate for the service performed.

D. Audits. As a recipient of federal funds, Contractor shall be subject to annual audit requirements as determined by, and at the discretion of, County.

E. Modifications. At the discretion of the Contract Administrator, ~~per~~ as identified under Article XII below, compensation described herein may be modified by mutual agreement, in writing, ~~but~~ not to exceed the total amount of this Agreement. Such modification(s) shall be executed by Contractor and the Contract Administrator and shall not require the Agreement to be amended.

C-F. Compensation Totals. Total amount of this Agreement for Grant-Related Services, Technology, and Legal Support shall not exceed ~~\$667,100.00~~ \$687,100.00 for the term.

ARTICLE XV – MISCELLANEOUS PROVISIONS shall be amended to include the following:

G. County's role with respect to the legal services to be provided herein is for the purpose of providing funding only. Contractor is an independent contractor of County, and County has no right of control and assumes no responsibility over the manner in which legal services are to be provided by Contractor herein or the quality, accuracy, or sufficiency of any legal advice or work product produced by Contractor in the performance of this Agreement.

DEPARTMENT HEAD CONCURRENCE

By: Gayle Erbe-Hamlin
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 9/5/07

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: John Williams
John Williams, Chief Executive Officer
Barton Healthcare System

Date: 8/24/07

By: Dick Derby
Dick Derby, Chief Financial Officer
Barton Healthcare System

Date: 8/24/2007

COUNTY OF EL DORADO

By: Ron Briggs
RON BRIGGS SECOND VICE-CHAIRMAN
El Dorado County Board of Supervisors

Date: 12/11/07

ATTEST:
Cindy Keck, Clerk

By: Marie MacIntyre Date: 12/11/07
Deputy Clerk