

## AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21794 is amended on \_\_\_\_\_, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and TOWN AND COUNTRY DIAGNOSTICS, hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement No. 21794, on November 4, 2003 for the purpose of providing radiologic diagnostic services for clinic patients on behalf of the Primary Care Services Branch and Community Services Branch of Tulare County Health & Human Services Agency.

B. The COUNTY and CONTRACTOR amended Agreement No. 21794 on July 8, 2004, to extend the agreement to June 30, 2005.

C. The COUNTY and CONTRACTOR amended Agreement No. 21794 on March 22, 2005, to update compensation listed in Exhibit "B," for fiscal year 2005.

D. The COUNTY and CONTRACTOR amended Agreement No. 21794 on June 7, 2005, to update compensation listed in Exhibit "B," and to extend the agreement to June 30, 2006.

E. The COUNTY and CONTRACTOR amended Agreement No. 21794 on July 26, 2005, to update compensation listed in Exhibit "B."

F. The COUNTY and CONTRACTOR amended Agreement No. 21794 on June 13, 2006, to extend the agreement to June 30, 2007.

G. The parties agree and wish to amend the original agreement to extend the Agreement to June 30, 2008.

H. This amendment shall become effective July 1, 2007.

### ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2007 Paragraph 1 entitled Term in the original Agreement No. 21794 is hereby revised to identify the new termination date of June 30, 2008.

**TERM:** This Agreement shall become effective as of December 1, 2003 and shall expire on June 30, 2008, unless otherwise terminated as provided in this Agreement.

II. Effective July 1, 2007 Paragraph 10 entitled Termination in the original Agreement No. 21794 is amended to read as follows:

### TERMINATION:

a. Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.



(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

III. Except as provided above, all other terms and conditions of Agreement No. 21794 shall remain in full force and effect.



THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date \_\_\_\_\_

By \_\_\_\_\_

ATTEST: C. BRIAN HADDIX  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

TOWN AND COUNTRY DIAGNOSTICS

By \_\_\_\_\_  
Title President

Date 5/19/2007

By \_\_\_\_\_  
Title Vice-President

Date 5/11/2007

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

Date 4/30/2007

( ) 2007675



05701  
MEMFORM**MEMORANDUM OF INSURANCE**

ISSUE DATE (MM/DD/YY)

03/23/07

## PRODUCER

MARSH Affinity Grp. Svcs.  
a svcs. of SEABURY & SMITH  
1440 RENAISSANCE DRIVE  
PARK RIDGE, IL 60068  
1-800-503-9230

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS  
NO RIGHT UPON THE MEMORANDUM HOLDER. THIS MEMORANDUM DOES NOT  
AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANY AFFORDING COVERAGE**

COMPANY LETTER A CHICAGO INSURANCE COMPANY

541289

## INSURED

TOWN & COUNTRY DIAGNOSTICS, INC  
6125 W LAURA AVE  
VISALIA, CA 93277

**REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"**

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH CERTIFICATE. THE LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY X X OCCR.		03/26/2007	03/26/2008	GENERAL AGGREGATE \$ 3,000, PRODUCTS-COMP/OPS AGGREGATE \$ N/A PERSONAL & ADVERTISING INJURY \$ INCL EACH OCCURRENCE \$ 1,000, FIRE DAMAGE (ANY ONE FIRE) \$ INCL MEDICAL EXPENSE (ANY ONE PERSON) \$ N/A
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	NON-OWNED AUTOS				ACTUAL LIMITS BELOW
A	PROFESSIONAL LIABILITY RADIOLOGIC TECHNOLOGIST		03/26/2007	03/26/2008	1,000,000/INCIDENT 3,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS MEMORANDUM HOLDER IS NAMED AS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS TO CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF OTHER PERSONS INSURED UNDER THE PROVISIONS OF THE POLICY.

## MEMORANDUM HOLDER

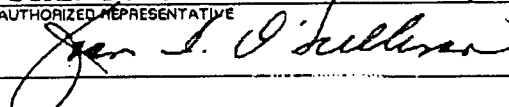
TULARE CO. HEALTH & HUMAN SERVICES  
5957 S. MOONEY BLVD.  
VISALIA, CA 93277  
F: 559-734-4383

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

JOAN F. O'SULLIVAN

03/23/07

AUTHORIZED REPRESENTATIVE



**ADDITIONAL INSURED ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RICHARD A. GREEN  
TOWN & COUNTRY DIAGNOSTICS, INC.  
6125 W. LAURA AVE.  
VISALIA, CA 93277**

In consideration of the premium charged, the "Designated Entity" or "Designated Entities" shown below shall be included as additional insured(s), but only as respects claims arising out of the sole negligence of the individual or entity specified in the Persons Insured section of the policy.

Additional Definition:

"Designated Entity" or "Designated Entities" as used in this endorsement shall mean:

TULARE CO. HEALTH & HUMAN SERVICES

5957 S. MOONEY BLVD  
VISALIA, CA 93277

NAME

ADDRESS

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

The premium for this endorsement is included in the premium

Shown on the declarations unless a specific amount is shown here: \$INCLUDED Additional Premium

ENDORSEMENT NO.: 4

Effective: 103/26/07

Is attached to and forms part of your evidence of insurance number: AHL-2817183

Issued by: Chicago Insurance Company  
Executive Offices: 55 E. Monroe Street

Chicago, Illinois 60603

Insured: RICHARD A. GREEN 541289

Date Issued: 3/23/07/jad

Authorized Representative: Countersignature not required in your state.