

**AMENDMENT III TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 7th day of March, 2017 by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **JOHN E. GOODFELLOW, dba GOODFELLOW OCCUPATIONAL THERAPY SERVICES**, a Sole Proprietorship, whose address is 2505 West Shaw Ave., Building A, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

**WITNESSETH:**

WHEREAS, the parties entered into that certain Agreement, identified as Purchasing Agreement No. P-15-007-O, effective January 1, 2015, and Amendment I to that Agreement, identified as Amendment No. A-15-220, effective January 1, 2015, and Amendment II to that Agreement, identified as Amendment No. A-16-189, effective July 1, 2016, hereinafter collectively referred to as the "Agreement," whereby CONTRACTOR agreed to provide qualified Occupational Therapists to work with children with handicapping conditions, generally due to neurological or musculoskeletal disorders for COUNTY's Department of Public Health (DPH); and

WHEREAS, the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the section of the Agreement, as set forth in Amendment II at Page one (1), beginning with Section One (1), Line Twenty-Two (22) with the letter "A" and ending on Line Twenty-Eight (28) with the word "annually" be deleted and the following inserted in its place:

1           “A.     CONTRACTOR shall provide licensed Occupational and Physical  
2 Therapists with a minimum of three (3) years documented experience; or if less than three (3)  
3 years’ experience, written approval from the CCS Rehabilitative Therapy Manager and the  
4 Children’s Medical Service’s CCS Division Manager must be requested and obtained prior to  
5 placement, working with children with physically disabling conditions such as, but not limited  
6 to, cerebral palsy and spina bifida, to provide occupational and physical therapy services to  
7 COUNTY’S DPH CCS MTP up to nine thousand twenty-five (9,025) hours annually.”

8           2.     That the section of the Agreement, as set forth in Amendment II at Page one (1),  
9 beginning with Section Two (2), Line Five (5) with the word “CONTRACTOR’S” and ending on  
10 Line Nine (9) with the word “below” be deleted and the following inserted in its place:

11           “B.     CONTRACTOR’S Occupational and Physical Therapists shall be CCS  
12 Paneled and maintain all licenses, credentials, board regulations, and/or certifications  
13 necessary for the provision of services under this Agreement, as required by the laws and  
14 regulations of the Federal Government, State of California, and/or local governments,  
15 including any other applicable government agency or non-profit organization, throughout the  
16 term of this Agreement as set forth in Section 2 below.”

17           3.     That the section of the Agreement, as set forth in Amendment II at Page Two  
18 (2), beginning with Section Three (3), Line Fourteen (14) with the word “COUNTY” and ending  
19 on Page Two (2), Line Twenty (20) with the word “CONTRACTOR” be deleted and the  
20 following inserted in its place:

21           “COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
22 compensation at the rate of Ninety-Five and No/100 Dollars (\$95.00) per hour for actual  
23 services performed, as described in Section One (1) of this Agreement. In no event shall  
24 actual services performed under this Agreement be in excess of Three Million Four Hundred

1 Seventy-Seven Thousand Eight Hundred Ten and No/100 Dollars (\$3,477,810) during the  
2 term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S  
3 performance of actual services under this Agreement shall be borne by CONTRACTOR."

4 4. COUNTY and CONTRACTOR agree that this AMENDMENT III is sufficient to  
5 amend the Agreement and that upon execution of this Amendment III, the Agreement,  
6 Amendment I, Amendment II, and Amendment III together shall be considered the  
7 Agreement.

8 5. Except as otherwise provided in this Amendment III, all other provisions of the  
9 Agreement, Amendment I, and Amendment II remain unchanged and in full force and effect.  
10 This Amendment III shall become effective July 1, 2017.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement as of the  
2 day and year first hereinabove written.

3 **CONTRACTOR:**

4 **John E. Goodfellow**

5 Dba Goodfellow Occupational Therapy Services

6 By

John E. Goodfellow

7 Print Name:

John E. Goodfellow

8 Title:

CEO/OWNER

9 Chairman of the Board, or  
President, or any Vice President

10 Date:

2/15/2017

11 By

12 Print Name:

13 Title:

14 Secretary (of Corporation), or  
15 any Assistant Secretary, or  
16 Chief Financial Officer, or  
any Assistant Treasurer

17 Date:

18 Mailing Address:

19 2505 W Shaw Ave., Building A

20 Fresno, CA 93711

21 Phone #: (559) 228-9100

22 Contact: John Goodfellow

**COUNTY OF FRESNO**

By

Brian Pacheco

Brian Pacheco, Chairman,  
Board of Supervisors

Date:

3-7-17

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By

Susan Bishop, Deputy

Date:

3-7-17

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

1 APPROVED AS TO LEGAL FORM:  
2 DANIEL CEDERBORG, COUNTY COUNSEL

3  
4 By 

5 APPROVED AS TO ACCOUNTING FORM:  
6 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

7  
8 By 

9 REVIEWED AND RECOMMENDED FOR APPROVAL:

10  
11 By 

12 David Pomaville  
13 Director  
Department of Public Health

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16 Fund/Subclass: 0001/10000  
17 Organization: 56201601  
Account #: 7295

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