

AGREEMENT FOR SERVICES #811-PHD1208
AMENDMENT I

This Amendment I to that Agreement for Services #811-PHD1208, 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 Sandra Dunn, d.b.a. Sandra Dunn and Associates, whose principal place of business is 1854 Alburn Place, El Dorado Hills, CA 95762; (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to serve as Project Manager in the ACCEL Initiative and the Children's Health Initiative, in accordance with Agreement for Services 811-PHD1208, dated January 27, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, Consultant has secured funding from Blue Shield of California Foundation to augment costs of establishing a Health Information Exchange (HIE) in El Dorado County; and Consultant has secured funding from California HealthCare Foundation for the ACCEL Specialty Care Initiative Implementation to improve access for underinsured and uninsured persons to specialty care services in orthopedics and pain management; and

WHEREAS, the parties hereto have mutually agreed to amend *Article II – Scope of Services*; and

WHEREAS, the parties hereto have mutually agreed to amend *Article III - Term*; and

WHEREAS, the parties hereto have mutually agreed to modify *Article IV – Compensation*;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #811-PHD1208 shall be amended a first time as follows:

I. Article II shall be amended in its entirety to read as follows:

ARTICLE II

Modification of Scope of Services: Article I of the Original Agreement pertaining to the Scope of Services shall be modified to read in its entirety as follows:

Consultant agrees to provide the County Health Services Department – Public Health Division, project management services in support of the El Dorado County ACCEL Initiative, the major goal of which is to improve access to health care for the underserved and uninsured, especially children. Services will include, but are not limited to:

- Provide leadership and oversight for ACCEL work efforts;
- Coordinate Safety Net Provider Network ACCEL participation;
- Integrate various programs funded through different grant funding streams;
- Promote inter-agency work process change management;
- Adapt project structure and talent team as needed over time;
- Oversee implementation of ACCEL Care Pathways program;
- Oversee implementation of ACCEL health information technology plan;
- Provide support to a longer-term ACCEL governance model;
- Coordinate longer-term ACCEL sustainability plan;
- Assist with the continuation of a provider/physician network;
- Provide guidance for grant contract compliance efforts;
- Conduct and participate in the Steering Committee meetings;
- Provide leadership and oversight for Blue Shield of California Foundation work plan;
- Provide leadership and oversight for Year One of California HealthCare Foundation work plan;
- Complete interim and final reports for Blue Shield of California Foundation grant.
- Ensure completion of reports required by the California HealthCare Foundation grant.
- Identify and coordinate efforts to ensure compliance with federal governmental certification requirements that apply to El Dorado County Health Information Exchange (HIE);
- Identify and develop application for additional funding opportunities for a full HIE implementation through federal / State stimulus packages;

ACCEL Project Management services will be overseen by the Acting Assistant Director of Public Health with guidance from the Steering Committee.

II. Article III shall be amended in its entirety to read as follows:

ARTICLE III

Modification of Term: Article II of the Original Agreement pertaining to the term of services shall be modified to read in its entirety as follows:

This agreement is effective July 1, 2006 and will be in force through January 31, 2010 unless earlier terminated pursuant to provisions of Article V herein.

III. Article IV shall be amended in its entirety to read as follows:

ARTICLE IV

Modification of Compensation: Article III of the Original Agreement pertaining to Compensation for Services shall be modified to read in its entirety as follows:

Compensation to Consultant for project management services shall be at the rate of \$90.00 per hour. Compensation for hourly services shall not exceed \$304,600 for the term of July 1, 2006 through December 31, 2008. Compensation for hourly services shall not exceed \$112,863 for the term of January 1, 2009 through January 31, 2010, in accordance with the following allocations contingent on the receipt of grant proceeds in the amounts identified below:

Funding for Services January 1, 2009 through January 31, 2010	Amount
Agreement 811-PHD1208	\$20,400
Additional AHRQ Grant	25,463
Blue Shield of California Foundation Grant	53,000
California HealthCare Foundation Grant	14,000
Total	<u>\$112,863</u>

The total not-to-exceed amount for the entire term of this Agreement is \$417,463. County shall reimburse Consultant for hourly services within forty-five (45) days of receipt and approval of original invoices which reflect detail regarding the period being billed, hours/services being performed, expenses related to the project, and total compensation due for the period. Any hours of service above eighty (80) per week must be approved in advance by the contract Administrator.

Consultant acknowledges that the receipt of grant funding is contingent on the grantor's approval that grantee has met the performance requirements of a particular grant. Consultant's compensation hereunder is contingent on the receipt of grant proceeds identified under this Article, which proceeds are a basic and material assumption made by the County in entering this Agreement with Consultant.

Notwithstanding any other provision of this Agreement to the contrary, Consultant shall give notice of cancellation of this Agreement in the event of statement of a change in Grant funding from the AHRQ grant, Blue Shield of California Foundation grant, or California HealthCare Foundation

grant, that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon statement from AHRQ, Blue Shield of California or California HealthCare Foundation which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder (except for payment of services performed by Consultant, and expenditures made or committed by Consultant, prior to the date of termination, for which the County has received grant funds allocated for such services or expenditures).

Except as herein amended, all other parts and sections of that Agreement #811-PHD1208 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Neda West* Dated: 6-22-09
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #811-PHD1208 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

Dated: _____

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

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

SANDRA DUNN AND ASSOCIATES

By: _____
Sandra Dunn, Principal
"Consultant"

Dated: _____