

AGREEMENT FOR SERVICES

#501-PHD0106

with

The SPHERE Institute

for

**Evaluation of "El Dorado County Safety Net Technology Project /
ACCESS El Dorado" AHRQ Grant**

Amendment I

THIS Amendment I to the Agreement 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 The SPHERE Institute, a California non-profit corporation and policy research firm, whose principal place of business is 500 Airport Boulevard, Suite 340, Burlingame, CA 94010; (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, County and Contractor have entered into an Agreement whereby Contractor is performing project evaluation as part of the grant requirements for the El Dorado County Safety Net Technology Project/ACCESS El Dorado, funded by the Agency for Healthcare Research and Quality (AHRQ) Transforming Healthcare Quality through Information Technology program; and

WHEREAS, County requires additional special services to be performed by Contractor in connection with evaluation of the Project under the Agreement; 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 provision 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 is amended to read in its entirety as follows:

Contractor agrees to conduct the evaluation of the El Dorado County Safety Net Technology Project/ACCESS El Dorado (“Project”) activities funded through the AHRQ HIT implementation grant. This evaluation will include process and outcomes analysis, resulting in five major deliverables:

- An Evaluation Plan to be submitted to AHRQ no later than 1/30/2006.
- Three annual evaluation reports documenting the effectiveness of the Project activities under this grant, as set forth in the Evaluation Plan. A draft of the annual evaluation report will be submitted to the County at least 6 weeks before the submission date to AHRQ for review and comment before the completion of the final report.
- One AHRQ extension report documenting the effectiveness of the Project activities during this extension. A draft of the report will be submitted to the County at least 6 weeks before the submission date to AHRQ for review and comment before the completion of the final report.

In addition to these deliverables and all activities required for their completion, Contractor will participate in monthly conference calls with project staff, meet in person on at least a quarterly basis to keep project staff apprised of evaluation activities, and submit a written interim progress report by May 31 in each year of the contract through May 31, 2008. No interim progress report is required in year four.

ARTICLE II – TERM is amended to read in its entirety as follows:

This Agreement is effective March 21, 2006 and shall remain in effect through December 31, 2009. Either party may terminate this Agreement upon thirty (30) days written notice to the other.

ARTICLE III - COMPENSATION FOR SERVICES is amended to read in its entirety as follows:

For services as described herein, County shall pay Contractor a total of \$115,000, inclusive of all expenses. Compensation shall be paid according to the following schedule, based on satisfactory completion of each deliverable:

| | | |
|-------------|---|----------|
| Payment 1: | On execution or submission of the Evaluation Plan to AHRQ, whichever is later: | \$5,000 |
| Payment 2: | On delivery of the Interim Progress Report 1: | \$5,000 |
| Payment 3: | On delivery of the Draft Year 1 Evaluation Report: | \$20,000 |
| Payment 4: | On delivery of the Final Year 1 Evaluation Report: | \$10,000 |
| Payment 5: | On delivery of the Interim Progress Report 2: | \$5,000 |
| Payment 6: | On delivery of the Draft Year 2 Evaluation Report: | \$20,000 |
| Payment 7: | On delivery of the Final Year 2 Evaluation Report: | \$10,000 |
| Payment 8: | On delivery of the Interim Progress Report 3: | \$5,000 |
| Payment 9: | On delivery of the Draft Year 3 Evaluation Report: | \$20,000 |
| Payment 10: | On delivery of the Final Year 3 Evaluation Report: | \$10,000 |
| Payment 11: | On delivery of the Final Year 4, AHRQ Extension Report: | \$5,000 |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to the Agreement on the dates indicated below.

-- CONTRACTOR --

Dated: _____



By: _____
Thomas E. MaCurdy, Director
The SPHERE Institute
A California Non-Profit Organization

-- COUNTY OF EL DORADO --

By: _____
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

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

By: _____
Deputy Clerk

Date: _____