

AGREEMENT FOR SERVICES #5165
AMENDMENT III

This Third Amendment to that Agreement for Services #5165, is 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 Public Knowledge, LLC, a Washington Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 4720 Independence Street, Wheat Ridge, Colorado 80033, and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide epidemiologist consulting services, pursuant to Agreement for Services #5165, dated December 14, 2020, First Amendment to Agreement for Services #5165, dated November 9, 2021, and Second Amendment to Agreement for Services #5165, dated June 27, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2024, for one (1) additional year, and add the option to further extend the Agreement for one (1) additional year, to align with the extension of COVID-19 ELC68 expansion funding, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE IV, Federal Funding Notification**, **ARTICLE XIII, Notice to Parties**, and **ARTICLE XXVII, Administrator**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Third Amendment to that Agreement #5165.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #5165 on the following terms and conditions:

- 1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall cover the period of December 14, 2020 through June 30, 2025.

Based on an extended term date of County's California Department of Public Health (CDPH) Allocation No. COVID-19 ELC Enhancing Detection funds, and/or Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, Contractor may earn one (1) single year extension with the same terms/conditions contemplated in Article I, Scope of Services, or as amended, and shall cover the extended period of July 1, 2025 through June 30, 2026.

To earn the additional one (1) single year extension, Contractor must meet the minimum requirements of this Agreement during the previous term. Following review and approval of Contractor's performance of the Agreement, the County Contract Administrator shall submit a request to the County Health and Human Services Agency (HHSA) Director justifying a one-(1) year extension. Upon approval by the County HHSA Director, Contractor will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

- 2) **ARTICLE IV, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained

herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”

- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Public Health that may apply to this contract:

Federal Funding Information			
Contractor:	Public Knowledge, LLC		UEI #: QUWHSABZBGA39
Award Term:	December 14, 2020, through June 30, 2025		EIN #: 91-1439347
Total Federal Funds Obligated: Up to \$200,000			
Federal Award Information			
ALN Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
		05/31/2022	Coronavirus Aid, Relief, and Economic Security (CARES) Act
		11/17/2022	ELC Enhancing Detection Funding
Project Description:	Epidemiologist Consulting Services		
Awarding Agency:	California Department of Public Health		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or De minimus	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

- 3) **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

PUBLIC KNOWLEDGE, LLC
600 Airport Road
Lakewood, NJ 08701
ATTN: Chief Operating Officer
info@pubknow.com

or to such other location or email as the Contractor directs.

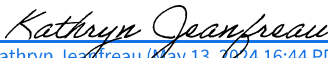
- 4) **ARTICLE XXVII, Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kathryn Jeanfreau, MPH, Epidemiologist, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

Except as herein amended, all other parts and sections of that Agreement #5165 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Kathryn Jeanfreau (May 13, 2024 16:44 PDT)
Kathryn Jeanfreau, MPH
Epidemiologist
Health and Human Services Agency

Dated: 05/13/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (May 13, 2024 14:35 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 05/13/2024

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to Agreement for Services #5165 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- PUBLIC KNOWLEDGE, LLC --

By: Stacey Moss
Stacey Moss (May 14, 2024 16:10 MDT)
Stacey Moss, JD, CWLS, PMP
President/Chief Executive Officer
"Contractor"

Dated: 05/14/2024