

**AGREEMENT FOR SERVICES #5165
AMENDMENT I**

This Amendment I to that Agreement for Services #5164 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, CO 80033 (*Mailing: 600 Airport Road, Lakewood, NJ 08701*), and whose Agent for Service of Process is *CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide epidemiologist consulting services, in accordance with Agreement for Services #5165, dated December 14, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I, "Scope of Services,"** and **Article II, "Term;"** and **Article III, "Compensation for Services,"** of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend **Article VII, "Contractor to County,"** **Article IX, "Independent Contractor/Liability;"** and **Article XXVII, "Administrator"** and

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

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NOW THEREFORE, the parties do hereby agree that Agreement for Services #5165 shall be amended a first time as follows:

1) Article I shall be amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to support the County's Public Health Division's Communicable Disease Unit. Services shall include:

- A. The development of a Public Health Surveillance Plan. Contractor shall work with County Epidemiologist and other staff as needed to plan and develop a surveillance plan for public health. The plan shall:
 - 1. Address surveillance for current infectious diseases as well as emerging infections; and
 - 2. Serve to enhance our control efforts; such as developing prevention/intervention strategies and policies, and responding to events involving potential exposure to communicable disease.

- B. The development of a Communicable Disease Data Quality Assessment Plan. Contractor shall work with County Epidemiologist and other staff as needed to plan and develop a Communicable Disease Data Quality Assessment Plan. The plan shall:
 - 1. Address surveillance system evaluation and data quality monitoring; and
 - 2. Support self-assessments of surveillance systems at the local level.

- C. The performance of other work benefiting from the expertise of an epidemiologist or statistician that exceeds the capacity of County Public Health staff on an "as needed" basis if mutually agreed upon by County and Contractor. Other work may include but may not be limited to:
 - 1. Enhance surveillance activities in high-risk and/or vulnerable populations (establish a system, collect and analyze data, develop and implement the system for regular reporting).
 - 2. Analyze data management practices:
 - a. Explore opportunities for cleaner, timelier data collection; and
 - b. Explore other variables of interest to monitor.

- D. Provide expertise in evaluation of data collection and reporting system.

2) Article II is hereby amended to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2023.

3) Article III is hereby amended to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

A. **Rates:** For the purposes of this Agreement, the billing rate shall be in accordance with the following:

Lead Data Analyst: \$170/hour
 Data Analyst: \$140/hour

B. Invoices: It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Invoice Template available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Backup documentation shall include a summary of work completed during the Invoice Period that corresponds to the hours billed and any work produced (Plans, workflows, etc.). Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>PHinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

1. **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.
 - For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and

received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

C. Maximum Obligation: The maximum obligation for services provided under this Agreement shall not exceed \$200,000.

4) Article VII is hereby amended to read as follows:

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

5) Article IX is hereby amended to read as follows:

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which

it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

6) Article XXVII is hereby amended to read as follows:

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, MHP, Public Health Director, Public Health Division, or successor.

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: _____
Olivia Byron-Cooper, MHP
Public Health Director

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon, Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- CONTRACTOR --

PUBLIC KNOWLEDGE, LLC
(A WASHINGTON LIMITED LIABILITY COMPANY)

By: _____

Stacey Obrecht
President
"Contractor"

Dated: _____

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