

AGREEMENT FOR SERVICES #811-PHD1208

This 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, dba Sandra Dunn and Associates whose principal place of business is 1854 Alburn Place, El Dorado Hills, CA 95762; (hereinafter referred to as "Consultant");

W I T N E S S E T H

WHEREAS, Contractor 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 #533-PHD0606 dated July 18, 2006, Amendment I dated June 26, 2007, and Amendment II dated June 3, 2008 (collectively hereinafter referred to as the "Original Agreement"), incorporated herein and made by reference a part hereof; and

WHEREAS, prior to the expiration of the Original Agreement, the parties hereto mutually agreed to continue performance of services under the Original Agreement with modifications to the Scope of Services, the Compensation and the Term of the Original Agreement; and

WHEREAS, the parties are entering this new Agreement to memorialize their agreement to continue the engagement for services under the provisions of the Original Agreement with certain modifications to Articles I, II and III of the Original Agreement as well as updates to Articles VIII and XV as set forth herein; and

WHEREAS, Consultant has represented to County that she 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, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Incorporation of the Original Agreement: All provisions, attachments and amendments of the Original Agreement are incorporated herein and made by reference a part hereof and given full force and effect.

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:

- 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

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

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 September 29, 2009 unless earlier terminated pursuant to provisions of Article V herein.

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 \$304,600.00 for the term of July 1, 2006 through December 31, 2008. Compensation for hourly services shall not exceed \$20,400.00 for the term of January 1, 2009 through September 29, 2009. The total not to

exceed amount for the entire term of this Agreement is \$325,000.00. 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 advanced by the contract Administrator.

ARTICLE V

Updated Notice to Parties: Article VIII of the Original Agreement pertaining to notices shall be modified in its entirety as follows:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, with postage prepaid. Notices to County shall be in duplicate and addressed to parties as follows:

**EL DORADO COUNTY
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

Or to such other location as County directs.

Notices to Consultant shall be as follows:

**SANDRA DUNN AND ASSOCIATES
1854 ALBURN PLACE
EL DORADO HILLS, CA 95762
ATTN: SANDRA DUNN**

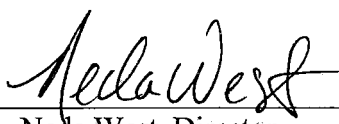
Or to such other location as Consultant directs.

ARTICLE VI

Updated Administrator for County: Article XV shall be amended to read in its entirety as follows:

The County Officer or employee with responsibility for administering this Agreement is Sharon Elliott, Acting Assistant Director, Health Services Department – Public Health Division.

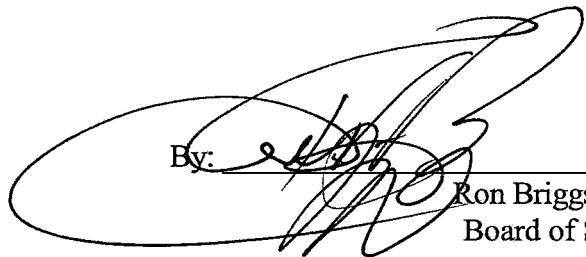
REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 1-2-09
Neda West, Director
Health Services Department


IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #811-PHD1208 on the dates indicated below. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligation set forth herein.

--COUNTY OF EL DORADO--

Dated: 1/27/09

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

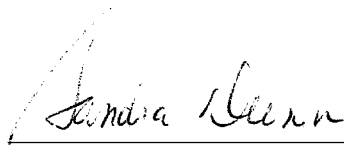
ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By:  Date: 1/27/09
Deputy Clerk

--CONTRACTOR--

Dated: January 6, 2009

SANDRA DUNN AND ASSOCIATES

By: 
Sandra Dunn, Principal
"Consultant"