

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
KAREN SMITH, MD**

On October 24, 2024, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Karen Smith, MD (hereinafter "Contractor") entered into a services agreement (hereinafter "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Exhibit B (Budget) is hereby deleted and replaced in its entirety with the attached Exhibit B (Budget).
3. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$152,312 under the terms and conditions of this Agreement.

4. Section 2.5.2 (OMB Circular A-133) is hereby revised to read as follows:

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to the County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

5. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from October 28, 2024 to September 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

6. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Nolan Sullivan Director Administration Services Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-7901 nolan.sullivan@sonoma-county.org	Karen Smith, MD 1042 Stonebridge Drive Napa CA 94558 707-312-1251 kl.smith.md@gmail.com

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2025.

CONTRACTOR:

Karen Smith, MD

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit A. Scope of Work

Contractor agrees to provide the following services to the County as the Interim Health Officer (“Interim Health Officer”) for the County of Sonoma.

1. **Appointment.** Contractor shall, upon appointment by the Sonoma County Board of Supervisors, act as the Interim Health Officer for the County of Sonoma as required under the California Health and Safety Code § 101000.
2. **Term of Appointment.** Contractor shall act as the Interim Health Officer pursuant to Article 3 (Term of Agreement) of this Agreement.
3. **Reporting.** In performance of local Interim Health Officer duties under this Agreement, Contractor shall report to the County’s Department of Health Services (DHS) Director.
4. **Location of Services.** Contractor shall work at an office located at (1) DHS Public Health Division offices at 625 Fifth Street, Santa Rosa, California, and (2) DHS administrative offices located at 1450 Neotomas Avenue, Santa Rosa, California. The parties understand and agree that Contractor shall perform her duties as Interim Health Officer either onsite at the above locations or, because Contractor may have other obligations that prevent her from being onsite, Contractor may work remotely. Certain functions may require Contractor to travel to various locations inside and outside the County of Sonoma.
5. **Interim Health Officer Duties.** During the term of this Agreement, Contractor agrees to provide local health officer duties as follows:
 - a. Contractor shall provide, oversee, and coordinate the provision of all duties of a local health officer, including but not limited to the duties set forth in California Health and Safety Code §§ 101025-101165.
 - b. Contractor’s performance of duties under this Agreement is important to public health in general. However, expectations of Contractor as Interim Health Officer are limited to the priorities identified by the DHS Director and supported by available resources.
 - c. During the term of this Agreement, it is understood that Contractor’s initial priorities shall be as follows:
 - i. Enforce all statutes, ordinances, and regulations related to public health.
 - ii. Support the County’s response to infectious disease outbreaks that might occur, including but not limited to the issuance of isolation and quarantine orders and the exercise of other authorities vested in a local health officer.
 - iii. Act as the local register of births and deaths California Health and Safety Code § 102275.
 - iv. Serve as a primary spokesperson on behalf of the DHS and County for public health and medical matters.
 - v. Oversee, coordinate, and collaborate with physician consultant(s) under contract with County to support performance of local health officer duties.

Exhibit B. Budget

2024 Oct 28 - 2024 Oct 31 (4 days): (4 days/31 days) x (\$13,686) =	\$1,766
2024 Nov 1 - 2025 Jun 30 (8 months): (8 months) x (\$13,686/month) =	\$109,488
<u>2025 Jul 1 - 2025 Sept 30 (3 months): (3 months) x (\$13,686/month) =</u>	<u>\$41,058</u>
Total	\$152,312

DRAFT