

**AMENDMENT #1 TO THE RENEWAL CONTRACT  
WITH KENNETH CUTLER M.D. (RES 19-308)**

**THIS AMENDMENT** is executed this 14<sup>th</sup> day of April, 2020 by and between KENNETH CUTLER, M.D., hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, executed on June 25, 2019 per Resolution No. 19-308; and

**WHEREAS**, the Contractor provides services pertaining to serving as the Public Health Officer and Registrar for the County of Nevada; and

**WHEREAS**, the parties desire to amend their Agreement to increase the maximum contract price from \$211,300 to \$266,300 (an increase of \$55,000) and revise Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract price.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2020.
2. That the maximum contract price set forth at §2 shall be changed from \$211,300 to \$266,300, an increase of \$55,000.
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

CONTRACTOR:

By: \_\_\_\_\_  
Heidi Hall  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
Kenneth Cutler, M.D.  
Physician  
P.O. Box 10047  
Truckee, CA 96162

ATTEST:

By: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**KENNETH CUTLER, M.D.**

The maximum contract obligation for services provided under this Contract shall not exceed \$266,300 for the term.

|  |                  |
|--|------------------|
| Acting Public Health Officer and Acting Registrar duties | \$258,000        |
| OES funded travel ( <i>with prior approval</i> )         | \$ 2,500         |
| CME Units  | \$ 5,000         |
| Drug Enforcement Agency Certificate or other license fee | \$ 800           |
| <b>Total</b>   | <b>\$266,300</b> |

Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director and or his/her designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

County shall reimburse Contractor at the rate of \$145 per hour. Contractor agrees to bill in the minimum of fifteen (15) minute increments. Of the total contract maximum, up to \$5,000 may be used to reimburse the Contractor costs related to attending conferences for CME (Continuing Medical Education) units/courses, and \$2,500 may be used for Office of Emergency Services (OES) funded travel with prior approval by the Public Health Director.

In consideration of services provided by Contractor under this Agreement, County shall provide general liability insurance and professional liability (malpractice) insurance, for which coverage shall be specifically limited to liabilities from services provided by Contractor under this Agreement.

County and Contractor recognize and acknowledge that Contractor shall act as an Independent Contractor and sole proprietor in providing services under the terms of this agreement and, as such, shall not be covered under the County's Worker's Compensation policy. Contractor agrees to hold harmless County from any occupational injury suffered by Contractor while performing services pursuant to this agreement.

Contractor shall be reimbursed for mileage at the current IRS mileage rate per mile for trips made in Contractor's car when Contractor is required by Department to travel outside of the Grass Valley/Nevada City area in order to attend meetings or provide services.

**CERTIFIED PUBLIC EXPENDITURE**

The Medi-Cal Administrative Activities (MAA) direct charge for Program Planning and Policy Development for Medi-Cal Services for Medi-Cal Clients and Non-Medical Clients (Code 17) portion of this contract is funded by Public Health Realignment and Medi-Cal Administrative Activities prior year revenues.

**BILLING AND PAYMENT**

Contractor shall separately track his time spent on specific funded activities (e.g., Public Health Administration and Medi-Cal Administrative Activities) on a monthly basis. Contractor shall submit a monthly invoice at the end of each month for compensation and mileage/expenses to be reimbursed. Invoices shall include a breakdown of how many hours are spent on each activity. The invoice shall be delivered or mailed to:

Nevada County Public Health Department  
Attn: Jill Blake, Public Health Director  
500 Crown Point Circle  
Grass Valley, CA 95945