

**AMENDMENT #1 TO THE CONTRACT WITH
SHERILYNN E. COOKE, M.D. (RES 24-308)**

THIS AMENDMENT is executed this June 24, 2025 by and between Sherilynn E. Cooke, 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 Professional Services Contract, executed on June 25, 2024 per Resolution RES 24-308; and

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

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$330,000 to \$505,060 (an increase of \$175,060), extend the contract termination date from June 30, 2025 to June 30, 2026; revise Exhibit "A" Schedule of Services to adjust weekly hours and services provided; and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and a term extension.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of July 1, 2025.
2. That Maximum Contract Price, shall be amended to the following:
\$505,060.
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Contract Termination Date is amended to the following:
June 30, 2026.
5. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
6. 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:

By: _____

Chair of the Board of Supervisors
Nevada County

CONTRACTOR:

By: _____

Sherilynn E. Cooke

ATTEST:

By: _____
Clerk of the Board, Nevada County

EXHIBIT A
SCHEDULE OF SERVICES
SHERILYNN E. COOKE, M.D.

The Contractor shall be primarily responsible for serving as the Public Health Officer and Registrar for Nevada County. Contractor warrants that she is a Doctor of Medicine in good standing and meets the qualifications of a county health officer set forth in Health and Safety Code Section 101005. At the times when the Contractor is providing services under this contract, Contractor shall be empowered to act as the Health Officer for Nevada County.

Services provided by Contractor, estimated to be approximately 32 hours per week in FY 24/25 and 20 - 24 hours per week in FY 25/26, may include but are not limited to:

1. Attend a HIPAA, Bloodborne Pathogen, and Aerosol Transmission of Disease training during the contract year.
2. Identify a weekly work schedule of time in working (e.g., 9-3pm MWF) for purposes of meetings and to accommodate document signing.
3. Electronically sign orders and other documents requiring Health Officer signature.
4. Respond to after-hours, 24/7 calls in the event of public health emergencies or perceived emergencies
5. Respond to dispatch calls after hours for 24/7 for communicable disease reporting.
6. Consultation to department PHNs (Public Health Nurses) and private community providers regarding diagnosis, treatment, source investigation, reporting, response and management of TB and other communicable disease cases. Provide technical support to manage communicable disease outbreaks in the community.
7. Provision of clinical services for TB patients, consisting of new patient evaluations, development of medication schedule and treatment plans, prescription of medicines and on-going monitoring of patients as needed. The current trend is for the provision of TB clinical services to be provided by primary care or specialty care with Public Health consultation and coordination.
8. Response as Health Officer during a declared incident or emergency including, as appropriate, declaration of a Public Health Emergency.
9. Consultation with Truckee reproductive health clinic staff for urgent cases.
10. Provide guidance on public relations strategies, work with the media, and make public statements/presentations about community health concerns.
11. Serve as County Tuberculosis (TB) Controller, County Sexually Transmitted Disease Controller, and County Communicable Disease Controller.
12. Conduct annual inspection of jail and holding facilities.
13. Provide public speaking presentations as requested.
14. Provide guidance, consultation, and policy direction in a medical capacity to physicians, laboratories, hospitals, health care providers, schools, correctional facilities, and the public for diagnosis, mitigation, and prevention of reportable communicable diseases, sexually transmitted diseases, TB, and other public health conditions and diseases.
15. Provide medical consultation to the public and environmental health programs in compliance with California Health and Safety Codes and local ordinances.
16. Participate at statewide meetings, trainings, and conferences, and local boards and commissions including California Conference of Local Health Officers (CCLHO), California Department of Public Health (CDPH), TB Controllers Association, Health Officers Association of California (HOAC), and Partnership Medi-Cal Managed Care (MCP) meetings.
17. Participate in periodic emergency disaster drills and respond to emergency management inquiries.
18. Support the Vital Records Registration Unit including answering questions regarding causes of death.
19. Consultation to the Environmental Health Department in the event of a hazardous waste spill or other environmental health threat.

20. Consultation with Animal Control regarding rabies questions and other potential zoonoses.
21. Act as Medical and Health Operational Area Coordination (MHOAC) Program Coordinator.
22. Consultation with Senior Outreach Nurses regarding complicated cases.
23. Any other activities to support the department as requested and appropriate for the Health Officer.
24. County shall provide Contractor with a County-owned iPhone and laptop computer for the purposes of communicating with County staff and contractors and conducting County business. Contractor shall access Personal Health Information (PHI) which is owned, maintained or controlled by the County, only at County facilities or electronically utilizing County-provided electronic equipment, or on a personal electronic device that has been set up for remote wipe by County if the device is lost or stolen. Contractor shall report immediately to the County if a personal device which accesses County information is lost or stolen. Contractor shall ensure that such electronic equipment is password protected at all times and that access is limited to her only. Contractor shall not remove any County files containing PHI from County facilities.
25. Notwithstanding Contractor's legal status as an independent contractor, Contractor shall be deemed to be a County "workforce member" as defined by 45 CFR 160.103 strictly for purposes of HIPAA compliance and ensuring the confidentiality of PHI. Contractor shall comply with all County policies, procedures and requirements related to HIPAA compliance.
26. Respond as Health Officer during a declared incident or emergency including, as appropriate, declaration of a Public Health Emergency.
27. To ensure the Health Officer of Nevada County is able to address and take preventive measures that may be necessary to protect and preserve the public health during a public health emergency, the Contractor, with the approval of the Public Health Director, may increase her weekly hours of services provided. The maximum number of additional hours the Contractor shall provide will not exceed a total of 100 hours for the duration of this Agreement. If these hours need to be increased further an amendment to the Contract will be processed.

In addition to the above stated duties, the Contractor may also provide the following Program Planning and Policy Development for Medi-Cal Services for Medi-Cal Clients and Non-Medical Clients (Code 17) for the Medi-Cal Administrative Activities (MAA) Program:

- Development of strategies to assess and increase Medi-Cal system capacity and close Medi-Cal service gaps.
- Analysis of Medi-Cal data related to a specific program or specific group.
- Interagency coordination to improve delivery of Medi-Cal services.
- Examples include attending meetings with the Medi-Cal Managed Care Plan for Nevada County.

The above MAA activities may include attending/facilitating planning meetings with community partners and other agencies which work with clients to improve the delivery of Medi-Cal services.

Contractor agrees to document the time spent on these Medi-Cal eligible activities in a monthly log, invoice, and/or calendar.

As this agreement will be funded with monies received by County pursuant to agreement(s) with the state or federal government in which county is the grantee, Contractor will comply with all the provisions of said agreements, and said provisions shall be deemed a part of this agreement, as though fully set forth herein. Upon request, County will deliver a copy of said agreement(s) to Contractor, at no cost to Contractor.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
SHERILYNN E. COOKE, M.D.

The maximum contract obligation for services provided under this Contract shall not exceed \$505,060 for the entire contract term of July 1, 2024 through June 30, 2026 for satisfactory performance of services as outlined in Exhibit "A" and according to the estimated budgets below:

Public Health Officer and Registrar Duties	\$467,538
Travel/Training Reimbursement (<i>with prior approval</i>)	\$ 15,000
Drug Enforcement Agency (DEA) Certificate (1 year)	\$ 888
California Medical License Fee (1 year)	\$ 1,194
Internal Medicine Board Certification (2 years)	\$ 440
Public Health Emergency Surge Funds (<i>with prior approval</i>)	\$ 20,000
Total	\$505,060

County shall reimburse Contractor at the rate of \$200.00 per hour. Contractor agrees to bill in the minimum of fifteen (15) minute increments. Of the total contract maximum, up to \$15,000 may be used to reimburse the Contractor for costs related to attending conferences for CME (Continuing Medical Education) units/courses or meetings with the MCP or State/Regional CDPH, CCLHO, TB Controllers Association, and HOAC meetings with prior approval by the Public Health Director. Additionally, \$888 is designated for Drug Enforcement Agency (DEA) Certification (renewed every 3 years), \$1,194 is designated for California Medical License Fee (renewed every 2 years), and \$440 (\$220 renewed annually) is designated for Internal Medicine Board Certification.

In the case of a Public Health emergency and as approved by the Public Health Director, Contractor may bill for additional hours in an amount not to exceed \$20,000 as referenced in Exhibit "A", Section #27. This \$20,000 is included in the contract maximum, but will not be encumbered by the department until such time as may become necessary.

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.

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 time spent on specific funded activities (e.g., Public Health Administration, Medi-Cal Administrative Activities, California Strengthening Public Health Initiative (CASPHI), or Epidemiology and Laboratory Capacity (ELC) funded activities) on a monthly basis. Invoices shall include a breakdown of how many hours are spent on each activity.

The invoice shall be emailed to:

Kathy.Cahill@nevadacountyca.gov, Debbie.Daniel@nevadacountyca.gov, and
PH.Fiscal@nevadacountyca.gov