

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of August 22, 2006

AGENDA TITLE: Agreement with Marshall Medical Center for Laboratory Testing Services

DEPARTMENT: Public Health

DEPT SIGNOFF:

CAO USE ONLY:

8/9

CONTACT: Dan Buffalo

DATE: August 8, 2006 **PHONE:** 621-6226

Suzanne H. C. Kaura-Schwartz

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Public Health Department requests the Board of Supervisors approve and authorize the Chairman to sign the attached Agreement with Marshall Medical Center for laboratory testing services performed by the County's Public Health Lab. Currently, the Public Health Lab performs TB testing services for Marshall Medical Center. However both parties wish to enter into a more comprehensive Agreement, extending testing services beyond TB alone. The current Agreement for TB testing services will be terminated, effective the date this new Agreement is executed.

(A copy of this Agreement is available in the viewing packet)

CAO RECOMMENDATIONS:

Financial impact? ☒ Yes ☐ No

Funding Source: ☐ Gen Fund ☒ Other

BUDGET SUMMARY:

Other: Fee for service

Total Est. Cost* _____ N/A

CAO Office Use Only:

Funding

4/5's Vote Required ☐ Yes ☒ No

Budgeted _____

Change in Policy ☐ Yes ☒ No

New Funding _____

New Personnel ☐ Yes ☒ No

Savings _____

CONCURRENCES:

Other _____

Risk Management N/A

Total Funding _____

County Counsel ✓

Change in Net County Cost _____

Other _____

***Explain** Marshall will compensate the County for testing services performed based on a Board approved Lab fee schedule

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Noes:

Date: _____

Abstentions:

Attest: Cindy Keck, Board of Supervisors Clerk

Absent:

By: _____



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director / Dr. Jason Eberhart-Phillips, Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

August 8, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement with Marshall Medical Center for Laboratory Testing Services

Dear Board Members:

Recommendation: Approve and authorize the Chairman to sign the attached Agreement with Marshall Medical Center for laboratory testing services performed by the County's Public Health Lab.

Reason for Recommendation: Currently, the Public Health Lab performs TB testing services for Marshall Medical Center. However, both parties wish to enter into a more comprehensive Agreement, extending testing services beyond TB alone. The current Agreement for TB testing services will be terminated, effective the date this new Agreement is entered into fully.

Fiscal Impact: Marshall will compensate the Public Health Lab on a test-by-test, fee for service basis, determined by a Board approved Lab fee schedule, Exhibit B, located within the Agreement.

Net County Cost: None.

Action to be taken Following Approval:

- 1) Chair to sign 3 originals of attached Agreement;
- 2) Board Clerk's Office to forward 2 signed documents to Public Health;
- 3) Public Health to distribute as appropriate.

Respectfully submitted,

A handwritten signature in cursive script, reading "Gayle Erbe-Hamlin".

Gayle Erbe-Hamlin
Director of Public Health

cc: Laura Schwartz, Principal Administrative Analyst
Michael Deatherage, Public Health Lab Director

Contract Name: Laboratory Testing Services, Marshall Medical Center.

Contract # 538-PHD0706

Budget Code 403210

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Public Health

Dept. Contact: Dan Buffalo

Phone #: 621-6226

Department Head: Date: July 17, 2006

Signature: [Signature]

CONTRACTOR:

Name: MARSHALL MEDICAL CENTER

Address: 1100 MARSHALL WAY

PLACERVILLE, CA 95667

Phone: (530) 622-1441

CONTRACTING DEPARTMENT: Public Health

Compliance with Human Resources requirements? Yes: X No:

Compliance verified by: Under \$40,000

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: Date: 7/20/06 By: [Signature]

Approved: Disapproved: Date: By:

see comment on page 1.

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:

**INCOMING FUNDING
RISK APPROVAL NOT REQUIRED**

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract.)

DEPARTMENT:

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:

ASSIGNMENT

07/18/2006
RECEIVED
COUNTY COUNSEL
INDEX NO. 403210

EL DORADO COUNTY COU
SEL
JUL 18 PM 4:12
Dorothy Mear

AGREEMENT FOR SERVICES

#538-PHD0706

with

THE COUNTY OF EL DORADO

to perform

Laboratory Testing Services

THIS AGREEMENT made and entered into by and between Marshall Medical Center (hereinafter referred to as "Marshall"), a non-profit general acute care hospital operating under the laws of California whose principal place of business is 1100 Marshall Way, Placerville, CA 95667, and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") whose principal place of business is 330 Fair Lane, Placerville, CA 95667;

WITNESSETH

WHEREAS, Marshall and County wish to replace the current Agreement for TB testing services and enter into a new, more comprehensive testing service Agreement; and

WHEREAS, the El Dorado County Public Health Department Laboratory is duly licensed, authorized and proficient at performing Clinical Laboratory Improvement Amendment (CLIA) approved tests; and

WHEREAS, Marshall desires to engage the El Dorado County Public Health Department Laboratory to process tuberculosis and additional lab specimens on an "as needed" basis, including tuberculosis testing; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws;

NOW, THEREFORE, Marshall and County mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

County agrees to test various laboratory specimens, Exhibit B, in addition to tuberculosis specimens for Marshall Medical Center on an "as needed" basis and report findings to Marshall through the process described in Exhibit A attached hereto and made by reference a part hereof.

ARTICLE II – TERM

This Agreement is effective upon full execution by both parties, and shall continue in effect unless cancelled by either party per the stipulations of Article V herein.

ARTICLE III – COMPENSATION

Marshall agrees to pay County fees for service based on the County Board of Supervisors approved fee schedule, Exhibit B. Fees listed on Exhibit B include a new flat rate fee of \$45 for tuberculosis testing services (per specimen submitted). Fees may be subject to increase upon County Board approval. In the event of a fee increase, County will submit a letter to Marshall with an updated fee schedule informing Marshall of the fee increase no later than 30 days before the effective date of the fee change. Payments to County by Marshall will be within 30 days of receipt and approval of monthly original invoices on County's letterhead referencing this Agreement.

ARTICLE IV – AMENDMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

ARTICLE V – TERMINATION, AND CANCELLATION

Either party may terminate this Agreement for any reason in whole or in part upon written notice thirty (30) calendar days prior to its effect. If such prior termination is effected by Marshall, Marshall will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to County, and for such other services, which parties may agree to in writing as necessary for contract resolution. In no event, however, shall Marshall be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by Marshall, County shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Marshall reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI - INDEPENDENT LIABILITY

County is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. County exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope

of their employment.

County shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Marshall shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to County or its employees.

ARTICLE VII - NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as County directs.

Notices to Marshall shall be in duplicate and addressed as follows:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: CONTRACTS

or to such other location as Marshall directs.

ARTICLE VIII – TAXPAYER IDENTIFICATION / FORM W9

All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to Marshall shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE IX – INDEMNITY

El Dorado County shall indemnify, defend and hold harmless Marshall, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

Marshall shall indemnify, defend and hold harmless El Dorado County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of Marshall , its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE X – INSURANCE

County is self-insured. Marshall acknowledges and accepts County's insurance status.

ARTICLE XII – ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XIII – AUTHORIZED SIGNATURES

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 obligations set forth herein.

ARTICLE XIV – PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XV – ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement the day and year first below written.

COUNTY OF EL DORADO

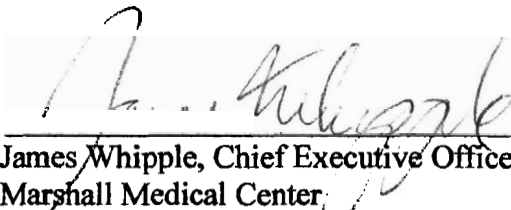
By: _____
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

MARSHALL MEDICAL CENTER

By:  _____
James Whipple, Chief Executive Officer
Marshall Medical Center

Date: 8/3/06

Exhibit A
LABORATORY SPECIMEN PROCESSING
PROCEDURE FOR MARSHALL HOSPITAL

Specimen Collection/Delivery:

1. Specimens will be delivered to the Public Health Laboratory via the Marshall Hospital Laboratory courier.
2. Specimen Collection:
 - a. Sputum Specimens must be collected in the blue conical vials supplied by the Public Health Laboratory.
 - b. Urine specimens must be collected in sterile urine containers.
 - c. Serum, spinal fluid, should be collected in sterile blood containers.
3. Specimen Transport:
 - a. All specimens must be packaged for transport in the containers the Public Health Laboratory provides Marshall Hospital.
 - b. All specimens must be placed inside a biohazard bag before being placed inside the black and white screw-cap vial.
4. Specimen Paperwork:
 - a. Specimens must be submitted with the appropriate paperwork (Marshall Generic Specimen Submittal Form).
 - b. The submittal forms must be completely and properly filled out.
 - c. The submittal forms **must not be** in direct contact with the specimen. Paperwork should be placed around the outside of the white screw cap vial.
5. Specimen Submittal Timeframe:
 - a. Extended transit times will result in higher than normal bacterial contamination and may affect results.
 - b. Specimens should be kept refrigerated to minimize the possibility of bacterial overgrowth.
 - c. Specimens should be submitted to the Public Health Laboratory within one business day of receipt at the Marshall Hospital Laboratory.
 - d. Specimens collected on three consecutive days may be submitted together within one business day of the third specimen's collection date.

Specimen Processing:

1. TB specimens will be processed on Mondays, Wednesdays and Fridays of each week. Processing of the specimen will include digestion/decontamination, fixation and staining of a smear, inoculation of a Lowenstein/Jensen slant, inoculation of a Middlebrook Biplate, and inoculation of a MGIT (liquid media) tube.
2. TB MGIT tubes will be sent to the state laboratory for testing.
3. Lowenstein/Jensen Slants (TB) and Middlebrook Biplates (TB) will be incubated onsite for a **minimum of six (6) weeks**.
4. Other laboratory test requests will be performed on an as needed basis. Some cases may dictate 24hr service, others may not.

Specimen Resulting:

1. TB Smears:
 - a. In the case of a **positive smear**, results will be faxed to the Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician the same day.
 - b. In the case of a **negative smear**, results will be faxed to the Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician within 24 hours.
2. TB Cultures:
 - a. In the case of **positive cultures**, results will be faxed to the Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician the same day cultures are reviewed.
 - b. In the case of **negative cultures**, results will be faxed to the Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician **a minimum of six (6) weeks after the specimen was processed.**
3. TB MGIT Tubes:
 - a. In the case of a **positive MGIT tube**, results will be faxed to Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician the same day results are received from the state laboratory.
 - b. In the case of a **negative MGIT tube**, results will be faxed to Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician with the completed culture results a minimum of six (6) weeks after the specimen was processed.
4. Other laboratory specimen results:
 - a. All positives will be faxed or called immediately to the Marshall Laboratory depending on the test (Title 17 requirements).

STAT Testing:

- a. Stat specimen processing is available and dependent upon approval by the Public Health Lab Director or the Public Health Microbiologist. **Marshall Hospital must call the Public Health Laboratory to gain approval from the Public Health Lab Director or Public Health Microbiologist PRIOR to submitting a specimen for stat processing.**
- b. Stat processing will be performed during the normal operating hours of the Public Health Laboratory (Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.).
- c. In order for a stat specimen to be processed and resulted within the normal operating hours of the Public Health Laboratory, the specimen must be received by the Public Health Laboratory **no later than 1:00 p.m.**
5. Smear Results:
 - a. Results will be faxed to the Marshall Hospital Laboratory (Attn: Laboratory Manager) and the ordering physician the same day.
6. Culture and MGIT Results:
 - a. **Stat results cannot be provided for Cultures or MGIT tubes.** These results will be provided as stated in the section entitled "Specimen Resulting."
7. Other laboratory testing (See Exhibit B for list of tests):

May be available depending upon the test ordered and the circumstances of the request.

***Please consult with the Laboratory Director or Staff Microbiologist**

Exhibit B

[illegible]

El Dorado County Public Health Laboratory

Marshall Hospital Specimen Submittal Form

****ATTACH COPY OF FACESHEET AND FILL IN PATIENT NAME AND DOB BELOW**:**

Name (Last, First): _____ Date of Birth: _____

[] AFB/Tuberculosis

[1] West Nile Virus—Collect Specimens 7 Days from Symptom Onset

[] Pertussis Culture/PCR---Call Public Health Laboratory Prior to Sending Specimen

[] Miscellaneous tests---Call Public Health Laboratory Prior to Sending Specimens.

AFB/Tuberculosis: ☐ Sputum ☐ Gastric Lavage ☐ Urine ☐ Bronchial Wash
 ☐ Induced Sputum ☐ Tissue ☐ Other

West Nile Virus: ☐ Serum ☐ Serum and CSF

Pertussis Culture/PCR: ☐ Nasopharyngeal Swab (Dacron or Rayon)

Miscellaneous Tests: Call Public Health Laboratory Prior to Sending Specimens.

Onset Date: _____ **Collection Date:** _____ **Collection Time:** _____

Ordering Physician: _____ **Physician Fax Number:** _____

Public Health Laboratory Use Only