

**AGREEMENT FOR SERVICES #417-S1210**  
**Public Health Officer Services**

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THIS AGREEMENT 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 Robert C. Hartmann, M.D., a licensed physician, in good standing, duly qualified to conduct business in the State of California, whose principal place of business is 19501 Red Hill Mine Road, Pine Grove, CA 95665 hereinafter referred to as CONTRACTOR);

**RECITALS**

WHEREAS, California Health and Safety code requires that every County have a Public Health Officer / Local Registrar; and

WHEREAS, the County Health and Human Services Agency – Public Health Division position of Health Officer is now vacant and the Agency is in need of an interim Public Health Officer while recruitment is conducted for a permanent Public Health Officer; and

WHEREAS, CONTRACTOR has represented to COUNTY that he 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 these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. SCOPE OF SERVICES

Section 1.01 CONTRACTOR agrees to:

- (a) Serve as the Public Health Officer on an “as requested” basis for the COUNTY. CONTRACTOR agrees to provide all of the services described below under the administrative direction of the El Dorado County Health and Human Services Director.
- (b) Serve as an expert witness for COUNTY, if requested, in any third party action or proceeding arising out of or in any way related to the performance of the duties of the Public Health Officer.
- (c) Work for the El Dorado County Health and Human Services Agency, hereinafter referred to as the AGENCY with a schedule to be mutually agreed upon in advance in two month increments. Changes to planned schedule can be authorized by COUNTY.
- (d) Perform the duties of County health officers as set forth in California Health & Safety Code. These duties include, but are not limited to:
  - (i) Oversight of activities for COUNTY requiring the direction, consultation and case management by a duly appointed Public Health Officer;
  - (ii) Direction of the enforcement of Federal, State and County health and sanitation laws and regulations;
  - (iii) Direction of the work of combating and preventing the spread of communicable diseases; and performs related work as required.
- (e) All services shall be provided according to accepted medical and treatment modalities. CONTRACTOR shall not provide any service that is not compatible with AGENCY policies and procedures. In addition, to performing all duties of the COUNTY’s Public Health Officer, CONTRACTOR shall:
  - (i) Be on-site a mutually agreed-upon number of hours (but not less than four (4) hours) every other week;
  - (ii) Serve as Local Registrar for Vital Statistics;
  - (iii) Be available by telephone and email 24 hours a day, seven days a week to respond to Health Officer statutory obligations;
  - (iv) Be available for unlimited telephone and email consultation for:
    - a. Questions regarding causes of death for Vital Statistics;
    - b. Issues involving both Public Health and Environmental Management; and
    - c. Direct medical care services (i.e., active tuberculosis and other infectious disease).

Section 1.02 CONTRACTOR may also, upon COUNTY request:

- (i) Be involved in the review and/or development of clinical protocols or other medical or professional departmental documents.
- (ii) Attend meetings on behalf of the Health Services Department – Public Health Division.

Section 1.03 CONTRACTOR shall not engage in any activity which is or may become a prohibited contract, financial conflict of interest, or which may create an incompatibility of office as defined under California law and certifies that he will not perform services that result

in a conflict of interest. CONTRACTOR shall immediately notify COUNTY if any services to be performed under this Agreement involve an actual or potential conflict of interest, financial or otherwise.

Section 1.04 Confidentiality: CONTRACTOR will hold in trust and confidence all information disclosed to or obtained by CONTRACTOR pursuant to or in the performance of this Agreement and/or to COUNTY's past, present and future plans or activities that is not a matter of a publicly disclosed record. Upon termination or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information.

**Article II. TERM**

The effective dates of this Agreement shall be effective February 7, 2012 through February 6, 2013, unless earlier terminated pursuant to the provisions under Article VIII and Article X herein.

**Article III. COMPENSATION FOR SERVICES**

For services provided as set forth herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, services provided shall be reimbursed at the rate of \$3,000 per month, inclusive of labor, overhead, travel and administrative expenses in the performance of this Agreement.

In the event this Agreement is terminated pursuant to Article IX or Article X herein, compensation shall be prorated for services performed by day, based on the established compensation of \$3,000 per month.

CONTRACTOR shall receive only the compensation specified in this Agreement above for the services performed and CONTRACTOR shall not be eligible or entitled to receive any other compensation or benefits currently afforded regular COUNTY employees unless otherwise required by law.

Not-to-Exceed: \$36,000 over the term of this Agreement.

Section 3.01 Invoices / Remittance shall be addressed as indicated in the table below or to such other location as COUNTY or CONTRACTOR may direct per Article XI – Notice to Parties.

Mail invoices to:	Mail remittance to:
Health & Human Services Agency – Finance Unit 929 Spring Street Placerville, CA 95667	Robert C. Hartmann, M.D. 19501 Red Hill Mine Road Pine Grove, CA 95665

**Article IV. CHANGES TO AGREEMENT**

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 hereto.

**Article V. CONTRACTOR TO COUNTY**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as Contractor only to COUNTY and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

**Article VI. ASSIGNMENT AND DELEGATION**

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

**Article VII. INDEPENDENT CONTRACTOR/LIABILITY**

CONTRACTOR 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. CONTRACTOR 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.

CONTRACTOR 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. COUNTY 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 CONTRACTOR or its employees.

**Article VIII. ASSIGNMENT AND DELEGATION**

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

**Article IX. FISCAL CONSIDERATIONS**

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will

adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## Article X. DEFAULT, TERMINATION, AND CANCELLATION

### Section 10.01 Default

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

### Section 10.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

### Section 10.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

### Section 10.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for

satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR 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.

**Article XI. 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 addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUTIE A  
PLACERVILLE, CA 95667  
ATTN: DANIEL NIELSON, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

ROBERT C. HARTMANN  
19501 RED HILL MINE ROAD  
PINE GROVE, CA 95665

or to such other location as the CONTRACTOR directs.

**Article XII. INDEMNITY**

The CONTRACTOR shall defend, indemnify, and hold the COUNTY, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Article XIII. INSURANCE**

Section 13.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) CONTRACTOR is an individual - Workers' Compensation and Employers' Liability Insurance are not required
- (b) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement;
- (d) CONTRACTOR is a licensed professional, and is performing professional services under this Agreement. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence

Section 13.02 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 13.03 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 13.04 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 13.05 The certificate of insurance must include the following provisions listed under Section 13.05(a) and (b) (including an endorsement page for the "additional insured" language pursuant to Section 13.05(b)), stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 13.06 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 13.07 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 13.08 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 13.09 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 13.10 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 13.11 In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 13.12 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

#### **Article XIV. INTEREST OF PUBLIC OFFICIAL**

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **Article XV. INTEREST OF CONTRACTOR**

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.



**Article XVI. CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

**Article XVII. CALIFORNIA RESIDENCY (FORM 590)**

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**Article XVIII. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)**

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**Article XIX. COUNTY BUSINESS LICENSE**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

**Article XX. ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Joan Meis- Wilson, Health and Human Services Agency – Public Health Division Assistant Director, or successor.

**Article XXI. 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 XXII. 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 XXIII. VENUE**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

**Article XXIV. 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.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By \_\_\_\_\_  
Daniel Nielson, MPA, Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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Draft  
Pending County  
Counsel Approval

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors  
COUNTY

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Deputy Date

--CONTRACTOR--

By: \_\_\_\_\_  
Robert C. Hartmann, M.D. Individually  
CONTRACTOR

Dated: \_\_\_\_\_

Draft  
Pending County  
Counsel Approval