

AGREEMENT FOR SERVICES

780-PHD0608

between

THE COUNTY OF EL DORADO

and

MARSHALL MEDICAL CENTER

with regard to the

**El Dorado County Safety Net Technology
Project/ACCESS El Dorado**

THIS AGREEMENT made and entered into by and between Marshall Medical Center, 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 Medical Center and the El Dorado County Public Health Department successfully collaborated in applying for and receiving a Department of Health and Human Services Agency for Healthcare and Quality *Exploratory Grant* entitled, "El Dorado County Safety Net Technology Project/ACCESS El Dorado" for which Marshall Medical Center is named as Fiscal Agent; and

WHEREAS, Marshall Medical Center desires to engage the El Dorado County Public Health Department to provide necessary services to assist Marshall Medical Center in meeting the objectives and scope of work of the grant; 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 Medical Center and County mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

County agrees to assist Marshall Medical Center in meeting the objectives and scope of work of its Department of Health and Human Services Agency for Healthcare and Quality *Exploratory Grant* entitled, "El Dorado County Safety Net Technology Project/ACCESS El Dorado" as described below.

A. County Public Health Department Responsibilities:

1. Provide staff member to act as "Principal Investigator" for the grant.
2. Act as principal liaison with Grantor.
3. Develop / coordinate and submit any amended grant documents (as requested by the Grantor), and grant-required progress and or status reports.
4. Develop non-competing continuation proposal submittals and grant funding roll-over requests. Present to Marshall Medical Center for review and signature.
5. Develop and oversee multi-year evaluation plan.
6. Provide quarterly invoices on County letterhead for Marshall Medical Center with support documentation of actual expenditures, noting the agreement number, reporting period with cumulative expense by approved expense category and balance of agreement.
7. Provide assistance, if requested and as necessary, to Marshall Medical Center's finance division in completing all financial reporting requirements of the grant.
8. Provide knowledgeable staff to attend meetings with regard to the grant and as requested by Marshall Medical Center.
9. Provide Marshall Medical Center with copies of all grant documents and submitted reports.

B. Marshall Medical Center Responsibilities:

1. Reimburse El Dorado County Public Health Department for grant related expenditures upon receipt of funds from Grantor.
2. Request payment from Grantor based on expenditures.
3. Review El Dorado County progress and/or status reports to assure compliance, as required by the grant objectives and scope of work.
4. Submit financial reports to Grantor as required by the grant upon receipt of expenditure information from the El Dorado County Public Health Department.
5. Forward in a timely manner to Department of Public Health, all Grantor communications received by Marshall.

ARTICLE II – TERM

This Agreement is for a three-year term, September 30, 2005 through September 29, 2008, consistent with the term of the funding grant, unless cancelled by either party per the stipulations of Article V herein, or unless Marshall Medical Center and County are unable to successfully continue the funding grant, which must be renewed annually.

ARTICLE III – COMPENSATION

In order to facilitate County's requirement to develop and process subcontracts with the other grant-funded participants in this Project, Marshall Medical Center agrees to pay County an annual total of \$497,395 in year 1, \$497,195 in year 2, and \$497,396 in year 3, invoiced quarterly, following full execution of this Agreement. Payment to County by Marshall Medical Center will be within 30 days of receipt and approval of an original invoice on County's letterhead referencing this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Marshall Medical Center shall give notice of cancellation of this Agreement in the event of adoption of a proposed federal budget or change in grant funding from the Department of Health and Human Services Agency for Healthcare Research and Quality 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 federal budget or statement from the Department of Health and Human Services Agency for Healthcare Research and Quality which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Marshall Medical Center 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 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 Medical Center, Marshall Medical Center 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 Medical Center be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by Marshall Medical Center, 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 Medical Center 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 Medical Center 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 Medical Center 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 Medical Center directs.

ARTICLE VIII – TAXPAYER IDENTIFICATION / FORM W9

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

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ARTICLE IX – INDEMNITY

El Dorado County shall indemnify, defend and hold harmless Marshall Medical Center, 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 El Dorado County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

Marshall Medical Center 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 Medical Center, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

ARTICLE X – INSURANCE

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

ARTICLE XI – ADMINISTRATOR

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

ARTICLE XII – 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 XIII – 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 XIV – 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.

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

Date: 5/23/06

ATTEST:
Cindy Keck, Clerk

By: Cindy Keck Date: 5/23/06
Deputy Clerk

MARSHALL MEDICAL CENTER

By: Laurie Eldridge
Laurie Eldridge, Chief Financial Officer
Marshall Medical Center

Date: 5-3-06