

# CONTRACT ROUTING SHEET

Date Prepared: 10/17/12

Need Date: 10/31/12

**PROCESSING DEPARTMENT:**

Department: HHSA / Public Health  
Dept. Contact: Kathy Lang  
Phone #: X7147  
Department Head Signature: *Daniel Nielson*  
Daniel Nielson, M.P.A., Director

**CONTRACTOR:**

Name: Marshall Med Cntr  
Address: 1100 Marshall Way  
Placerville, CA 95667  
Phone: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2012 OCT 17 AM 10:22

**CONTRACTING DEPARTMENT:** Health and Human Services Agency - PHD

Service Requested: "As needed" lab and x-ray services, amendment to increase NTE  
Contract Term: 6/28/10 - 6/27/13 Contract Value: \$61,340  
Compliance with Human Resources requirements? Yes x No: \_\_\_\_\_  
Compliance verified by: Feasibility Analysis attached

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

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10/18/12 By: *Josh Beck*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

HUMAN RESOURCES DEPT  
12 OCT 19 AM 8:08

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

Approved: ✓\* Disapproved: *WAD* Date: 10-22-2012 By: *Adams*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\* DO NOT proceed w/ services until COI is  
check'd. Adams

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

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*SH* 10.15.12  
Contracts Review/date

*Lynda Webb*  
Contracts Mgr Review/date

**AGREEMENT FOR SERVICES 024-S1010  
AMENDMENT I**

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This Amendment I to that Agreement for Services 024-S1010, 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 Marshall Medical Center, a non-profit acute care facility operating under the laws of California and duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Contractor") whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 95667.

**R E C I T A L S**

**WHEREAS**, Contractor has been engaged by County to provide a variety of miscellaneous medical services including medical, laboratory, and x-ray diagnostics on an as needed basis, in accordance with Agreement for Services 024-S1010, dated June 28, 2010 , incorporated herein and made by reference a part hereof; and

**WHEREAS**, the Health Services Department has been reorganized and is now known the Health and Human Services Agency, Mental Health Division or the Health and Human Services Agency, Public Health Division; and

**WHEREAS**, the parties hereto have mutually agreed to modify the not-to-exceed amount of the Agreement, hereby amending **Article III - Compensation for Services**; and modify contact information, hereby amending **Article X – Notice to Parties**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 024-S1010 shall be amended a first time as follows:

- 1) All references in the original agreement to the "County Health Services Department" or "HSD" shall be deemed to refer to the Health and Human Services Agency, Mental Health Division, or the Health and Human Services Agency, Public Health Division.
  
- 2) ARTICLE III, Section 3.01 shall be amended in its entirety to read as follows:

**ARTICLE III Compensation for Services**

Section 3.01 Not-to-Exceed: The total not-to-exceed amount for the term of this Agreement is \$61,340.

3) ARTICLE X shall be amended in its entirety to read as follows:

**ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing it 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 & HUMAN SERVICES AGENCY  
PUBLIC HEALTH DIVISION  
941 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: MICHAEL UNGEHEUER, RN, MN, PHN, COMMUNITY PUBLIC HEALTH  
NURSING MANAGER

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

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


Or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement 024-S1010 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**


By: Michael Ungeheuer Dated: 10/24/12  
Michael Ungeheuer, RN, MN, PHN, Community Public Health/Nursing Manager  
Health and Human Services Agency, Public Health Division

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 10-29-2012  
Daniel Nielson, M.P.A., Director  
Health and Human Services Agency

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Agreement for Services 024-S1010 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By:  Dated: 1/24/13  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

**MARSHALL MEDICAL CENTER**

By:  Dated: 11/16/12  
Laurie Eldridge, Chief Financial Officer  
"Contractor"

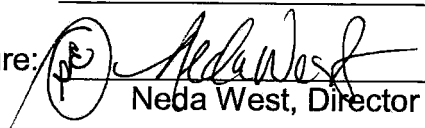
kgf

Internal Contract No: 082-129-B-E2009  
Purchasing Contract No: 024-S1010  
Index Code: 401121

# CONTRACT ROUTING SHEET

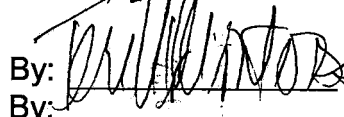
Date Prepared: 1-21-10  
November 17, 2009

Need Date: 2-4-10

**PROCESSING DEPARTMENT:**  
Department: Health Svcs Dept – PH Div.  
Dept. Contact: Kathy Lang  
Phone #: x6362  
Department  
Head Signature:   
Neda West, Director

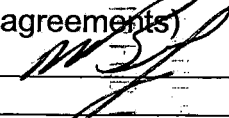
**CONTRACTOR:**  
Name: Marshall Medical Center  
Address: 1100 Marshall Way  
Placerville Ca 95667  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Health Services Department – Public Health Division  
Service Requested: As needed lab testing services  
Contract Term: 3 yrs on signature Contract Value: \$30,000.00  
Compliance with Human Resources requirements? Yes  No:   
Compliance verified by: Feasibility Analysis Attached

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)  
Approved:  Disapproved: \_\_\_\_\_ Date: 2/17/10 By:   
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

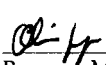
Please see attached confidential atty-client memos.


PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)  
Approved:  Disapproved: \_\_\_\_\_ Date: 2/18/10 By:   
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Insurance coverage has expired. Do not proceed with contract services until proof of updated insurance renewals has been secured. jfb  
See section 12.01 (P) 6/18/10

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).  
Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

 11/24/09  
Program Mgr / date

  
Finance / date  
11/1/10

AGREEMENT FOR SERVICES #082-129-B-E2009  
As-Needed Medical, Laboratory & Radiology 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 Marshall Medical Center, a non-profit acute care facility operating under the laws of California and duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667, and whose Agent for Service of Process is *James Whipple, 1100 Marshall Way, Placerville, CA 95667* (hereinafter referred to as "CONTRACTOR");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a CONTRACTOR to provide a variety of miscellaneous medical services including medical, laboratory, and x-ray diagnostics performed on an "as needed" basis by qualified medical personnel on behalf of the El Dorado County Health Services Department – Public Health and Mental Health Divisions; and

WHEREAS, CONTRACTOR has represented to COUNTY that it 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 El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**Article I. Scope of Services****Section 1.01** CONTRACTOR agrees:

- (a) To provide miscellaneous medical diagnostic services on an “as needed” basis at COUNTY’s request pursuant to Section 1.02.
- (b) Claims: For services provided under this Agreement, COUNTY shall only be directly charged for services where El Dorado County Public Health or Mental Health is indicated as guarantor on “Guarantor Statement,” Exhibit A, attached hereto and incorporated by reference herein. CONTRACTOR shall be responsible for billing all other charges for diagnostic tests conducted to the appropriate guarantor / insurance provider as indicated on Exhibit A, provided all information required for submission of such claims was provided to CONTRACTOR on Exhibit A.
- (c) For the purposes of this Agreement, CONTRACTOR will provide board certified/board eligible pathologists and radiologists in addition to other technical staff for consultation with COUNTY’s health care provider staff.
- (d) CONTRACTOR shall be responsible for supplying all material / equipment necessary to carry out laboratory and radiological services.

**Section 1.02** COUNTY agrees:

- (a) To request services in writing by submitting the CONTRACTOR’s standard requisition form (either radiology or laboratory) along with a completed and signed Exhibit A “Guarantor Statement.” No specimen shall be submitted to CONTRACTOR without a completed and signed Exhibit A attached along with a completed, CONTRACTOR-provided requisition form.
- (b) To provide CONTRACTOR with an updated “Guarantor Statement,” Exhibit A, in the event COUNTY is unable to ascertain appropriate guarantor prior to submitting specimen, as soon as information becomes available, but not more than 30 days after submission of specimen to CONTRACTOR.

**Article II. Term**

This Agreement shall be effective upon final signature and shall continue for thirty-six (36) months from the effective date unless earlier terminated pursuant to the provisions under Article IX herein.

**Article III. Compensation for Services**

**Section 3.01** Not-to-Exceed: The total not-to-exceed amount for the term of this Agreement is \$30,000.00.

**Section 3.02** Billing:

- (a) CONTRACTOR shall bill Medicare, Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed, based on information provided by COUNTY on Exhibit A “Guarantor Statement”, attached hereto and incorporated by reference herein, and shall accept payment from those sources as payment in full.
- (b) COUNTY shall be the payor of last resort and shall only be billed for services where no other payment source is available.

- (c) Rates: CONTRACTOR shall bill COUNTY for services performed during the term of this agreement in accordance with the Medicare rates in effect for the period in which services were performed. This standardized rate provision applies to all services billed to COUNTY pursuant to this Agreement. Approved Medicare rates may be obtained by CONTRACTOR from the Medicare website, currently located at URL: <http://www.cms.hhs.gov/FeeScheduleGenInfo/> . Any changes made by the Federal government to Medicare rates, and the effective date of those changes, shall be as defined by the Federal government and automatically become a part herein. Should the Federal government at any time provide notification that it does not have approved rates, CONTRACTOR shall continue to use the last approved rates in effect prior to such notification, until approved rates are identified. The effective date of new rates will be as stipulated by Medicare.

**Section 3.03** CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where CONTRACTOR obtains written approval from County Health Services Director or Director’s designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which CONTRACTOR provides services in accordance with Article I – Scope of Services.

**Section 3.04** Payment: For services provided 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:

- (a) Client name, services rendered, date of services, Medicare rate for services provided;
- (b) Referencing this Agreement #082-129-B-E2009; and
- (c) Identifying the specific COUNTY division (either the Public Health Division or the Mental Health Division) for which service was provided.

#### **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. Fiscal Considerations**

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado COUNTY 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 IX. Default, Termination, and Cancellation**

**Section 9.01 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 9.02 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 9.03 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 9.04 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 X. 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 SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

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

or to such other location as the CONTRACTOR directs.

**Article XI. Indemnity**

The CONTRACTOR shall defend, indemnify, and hold the COUNTY 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 XII. Insurance**

**Section 12.01** Within five (5) business days of execution by both parties to this Agreement, CONTRACTOR shall provide COUNTY with a Certificate of Insurance naming COUNTY as "additional insured," pursuant to Section 12.07(b) under this Agreement.

**Section 12.02** CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California;
- (b) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage; and
- (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

**Section 12.03** In the event 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 \$1,000,000.00 per occurrence.

**Section 12.04** CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 12.05 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 12.06 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 12.07 The certificate of insurance must include the following provisions 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 12.08 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 12.09 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 12.10 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 12.11 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 12.12 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

**Section 12.13** 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 12.14** 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 XIII. HIPAA Compliance**

All data, together with any knowledge otherwise acquired by CONTRACTOR during the performance of services provided pursuant to this Agreement, shall be treated by CONTRACTOR and CONTRACTOR's staff as confidential information. CONTRACTOR shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the CONTRACTOR receives any individually identifiable health information ("Protected Health Information" or "PHI"), the CONTRACTOR shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

**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 El Dorado County 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 Michael Ungeheuer, RN, MN, PHN Community Public Health Nursing Manager, 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. Licensing, Certification, and Staffing**

CONTRACTOR warrants that it and all its employees have the necessary licenses and/or certificates/permits required by the laws of the United States, State of California, El Dorado County, and all other appropriate Government agencies and agrees to maintain these licenses and certificates/permits in effect for the duration of this Agreement. Failure to maintain all licenses and certificates/permits shall be deemed a breach of this Agreement and constitutes grounds for termination.

CONTRACTOR shall make available to COUNTY, on request of an authorized representative, a list of the persons who will provide services under this Agreement. This list shall state the name, title, professional degree, and/or certification and work experience of such persons.

**Article XXIII. Audits and Records**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of three (3) years following the termination of this Agreement, unless CONTRACTOR is requested in writing to retain a record(s) for an additional period of time. All records shall be maintained in a manner that complies with accepted privacy practices and applicable HIPAA requirements.

**Article XXIV. 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 XXV. Venue**

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

**Article XXVI. 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:   
Neda West, Director  
Health Services Department

Dated: 4-14-10

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

--COUNTY OF EL DORADO--

By:   
Gayle Erbe-Hamlin, Purchasing Agent  
Chief Administrative Office  
"COUNTY"

Dated: 6/28/10

--CONTRACTOR--

MARSHALL MEDICAL CENTER

By:   
Laurie Eldridge  
Chief Financial Officer  
"CONTRACTOR"

Dated: 6-17-10





EXHIBIT A

# EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

*Healthy People Living in Healthy Communities in El Dorado County*

## GUARANTOR STATEMENT

Services rendered to the client identified below as requested on Requisition #'s \_\_\_\_\_  
\_\_\_\_\_ have been authorized by the Health Services Department in accordance with the  
conditions of Agreement for Services # 082-129-B-E2009.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Client: \_\_\_\_\_ D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Send Invoices to: (check one only)

Private Pay

Medi-Cal Number: \_\_\_\_\_

Medicare Number: \_\_\_\_\_

Other coverage as indicated: \_\_\_\_\_  
Insurance: \_\_\_\_\_

Policy #: \_\_\_\_\_

El Dorado County Health Services  
Department

Mental Health Division  
Suzanne Cochran  
935-B Spring Street  
Placerville, CA 95667

El Dorado County Health Services  
Department

Public Health Division  
Michael Ungeheuer RN MN PHN  
929 Spring Street  
Placerville, CA 95667

### AUTHORIZED SIGNATURE:

I attest to the fact that I am an agent of the County and as such am duly authorized to execute this document.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_