

# **AGREEMENT FOR SERVICES**

*#459-PHD0605*

*with*

## **EL DORADO COUNTY COMMUNITY HEALTH CENTER**

*for*

### **CHILDREN & TODDLER IMMUNIZATIONS**

**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 El Dorado County Community Health Center, a California non-profit public benefit corporation which will qualify as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, (hereinafter referred to as "Contractor") whose principal place of business is 4327 Golden Center Drive, Suite 2, Placerville, CA 95667.

#### **W I T N E S S E T H**

**WHEREAS**, Contractor and County have collaborated to obtain funding from the State Department of Health Services Immunization Branch to increase access to immunizations to children ages 0-4 in El Dorado County, and notice has been received that the application for said funding was accepted and funding will be awarded; and

**WHEREAS**, the State Department of Health Services Immunization Branch, the Grantor of this funding, has directed that funds be incorporated into the County's annual contract with the State Immunization Branch, thus declaring County as Fiscal Administrator to this funding; and

**WHEREAS**, Contractor is required by the Grantor to enter into a subcontract with County to provide planning, development, oversight and implementation of an immunization program at their medical services site(s); 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**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Planning, development, oversight and implementation of a program to improve immunization coverage rate of infants and toddlers in El Dorado County will require close work between County (through their Public Health Department, Community Nursing Division) and Contractor. The cooperating parties understand and agree to the following description of roles:

### **EL DORADO COUNTY PUBLIC HEALTH COMMUNITY NURSING DIVISION PROGRAM FUNCTIONS, ACTIVITIES AND RESPONSIBILITIES:**

1. Act as fiscal agent for Contractor's program to improve immunization coverage rate for infants and toddlers in El Dorado County. The fiscal agent is responsible for:
  - a) Maintaining proper accounting records: monitoring the actual receipt and payment of grant monies.
  - b) Signing fiscal reports, grant modifications and progress reports where appropriate.
  - c) Ensuring the appropriate expenditure of grant funds.
  - d) Developing a protocol for the grant spending plan and invoicing process.
2. Providing access to the Immunization Coordinator to give technical assistance as needed, support collaborative immunization campaigns and efforts, and assist in the Clinic Assessment Software Application (CASA) audits.

### **CONTRACTOR'S FUNCTIONS, ACTIVITIES AND RESPONSIBILITIES:**

1. Provide and support a .60 Registered Nurse (RN) to plan, develop, oversee and implement a comprehensive immunization program to serve 1,000 children aged 0-4.
2. Minimum responsibilities/activities include:
  - a) Maintaining current written inoculation protocols.
  - b) Following the current State of California pediatric immunization schedule and any corresponding policy statements issued.
  - c) Maintaining necessary immunization supplies.
  - d) Conducting ongoing and progressive advertising campaigns to inform community of immunization program at the El Dorado County Community Health Center (EDCCHC).
  - e) Actively recruit and assess children 0-4 years of age for age appropriate immunization at EDCCHC.
  - f) Implementation and maintenance of a proactive recall/reminder system for age appropriate immunization.
  - g) Developing relationships to do outreach to underserved and undocumented populations.
  - h) Offering Immunizations at off site locations.
  - i) Submitting a mid-year and annual progress report to the El Dorado County Public Health Department no later than 30 days past the corresponding reporting period using the report format attached hereto as Exhibit "B".
  - j) Attending Regional Shots for Tots Coalition Meeting (as scheduled quarterly).
  - k) Participating in the Regional Immunization Registry.
  - l) Conducting CASA Report/Audit with Health Dept. and VFC Coordinator (annually).

- m) Develop, implement and maintain an appropriate quality assurance monitoring system for effective pediatric immunization services.

## **ARTICLE II**

**Term:** This Agreement shall become effective July 1, 2005 and shall terminate June 30, 2006. This Agreement may be extended for two subsequent periods of one additional year each: 1) dependent on the funding of additional years by the Grantor; 2) following review of services provided vs. goals of the Grant; 3) if mutually agreed to in writing between the parties hereto not less than 30 days prior to its expiration.

## **ARTICLE III**

**Payment:** Provided Contractor is in compliance with all of the provisions of this Agreement, County shall pay Contractor quarterly, within 45 days of County's receipt and approval of invoices detailing all charges. Invoices shall be submitted to the County Public Health Department Finance Division no later than the 15<sup>th</sup> day of the month following the claim period. County will pay Contractor up to \$36,000 in fiscal year 2005-06. Should County fail to receive the funding expected for this Project from the State Department of Health Services, no payments will be made to Contractor.

## **ARTICLE IV**

### **Audit And Record Keeping Requirements:**

- A. Any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Controller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of Contractor which such persons deem pertinent to this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records retention Article of this Agreement. Such persons may at all reasonable times, inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.
- B. Contractor shall actively participate and cooperate with any persons specified in Article IV, subparagraph A, above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. Contractor shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS).
- D. Contractor shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the Services provided to each client.

- E. Contractor's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by County.
- F. In the event that Contractor has more than one funding contract with County, Contractor shall maintain an individual schedule of expenses for each County contract, such that can be reconciled to an audit. If Contractor receives in excess of \$500,000 in total funding from County in any one fiscal year, Contractor must have an independent/individual audit of each County contract.

## **ARTICLE V**

### **Records Retention:**

- A. Contractor shall preserve client records for a minimum of seven years following the discharge of the patient, except that the records of unemancipated minors shall be kept at least one year after the minor has reached the age of eighteen years, and in any case, not less than seven years.
- B. Contractor agrees to maintain and preserve financial records until three years after termination of this Agreement and final payment from DHS, to permit DHS, or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- C. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement as to which exception has been taken by County or State or federal governments, shall be retained by Contractor until disposition of such appeals litigation, claims, or exceptions is completed.

## **ARTICLE VI**

**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 VII**

**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 VIII**

**Assignment and Delegation:** County engages Contractor for their unique qualifications and skills as well as those of their 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**

**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 X**

**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 XI**

### **Default, Termination, and Cancellation:**

- A. 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 in 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 in which the extension of time of 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. 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.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part for any reason upon seven (7) calendar days written notice to Contractor. 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. 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.
- E. In the event a party is considered in default (pursuant to Article XI, Paragraph A), then the non-defaulting party shall have all remedies provided for in law or equity against the defaulting party.

## **ARTICLE XII**

**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, Certified, 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: MICHAEL UNGEHEUER, MANAGER, COMMUNITY NURSING DIVISION

or to such other location as COUNTY directs.

Notices to Contractor shall be addressed as follows:

**EL DORADO COUNTY COMMUNITY HEALTH CENTER**  
4327 GOLDEN CENTER DRIVE, SUITE 2  
PLACERVILLE, CA 95667  
ATTN: CHUCK WIESEN, EXECUTIVE DIRECTOR

or to such other location as Contractor directs.

### **ARTICLE XIII**

**Indemnity:** El Dorado County shall indemnify, defend and hold harmless EDC Community Health 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 EDC Community Health Center, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

EDC Community Health 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 El Dorado County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

### **ARTICLE XIV**

**Insurance:** 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 at the times specified for each:

- A. Director's & Officer's Insurance of not less than \$1,000,000.
- B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- C. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- E. Professional liability (for example, malpractice insurance) with a limit of liability of not less than \$2,000,000 per occurrence.
- F. Blanket form fidelity bond, including, but not limited to crime coverage for officers, trustees, employees and directors in the amount of \$300,000.
- G. 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.
- H. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- I. 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 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 the Risk Management Division 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.
- J. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. 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 all liability policies except worker's compensation and professional liability insurance policies.
- K. 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 in excess of the Contractor's insurance and shall not contribute with it.
- L. 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.
- M. 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.
- N. 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.
- O. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- P. 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.



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

#### **ARTICLE XV**

**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 XVI**

**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 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 / Form W9:** All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

#### **ARTICLE XIX**

**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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XX**

**HIPAA:** Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit A, HIPAA Business Associate Agreement, attached

hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. **Nondiscrimination In Employment:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability. Contractor shall take affirmative action to provide that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations. Contractor shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.
- B. **Nondiscrimination In Services, Benefits And Facilities:** Contractor shall not discriminate in the provision of services because of race, color, creed, religion, national origin, sex, sexual orientation, age or physical or mental disability, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, the Americans with Disabilities Act, 42 U.S.C. section 12111 et seq.; and following rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504.

## **ARTICLE XXII**

**Confidentiality:** Contractor shall conform to and monitor compliance with all State and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements of Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.

Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42, Code of Federal Regulations, Part 2; Welfare and Institutions Code, Section 14100.2; Health and Safety Code, Section 11977; and Title 22, California Code of Regulations, Section 51009.

Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

### **ARTICLE XXIII**

**Special Terms and Conditions for Subcontractors:** These services are being funded by a California Department of Health Services Grant awarded to the County of El Dorado which requires specific provisions to be passed on to all subcontractors. Contractor agrees to abide by all provisions applicable to subcontractors as described and listed in Item 5 of the attached excerpt from said funding grant (the Grant's "Exhibit D, Special Terms and Conditions"), attached hereto and made by reference a part hereof.

### **ARTICLE XXIV**

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

### **ARTICLE XXV**

**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 XXVI**

**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 XXVII**

**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 executed this Agreement the day and year first below written.

**COUNTY OF EL DORADO**

By: Charlie Paine  
Charlie Paine, Chairman  
El Dorado County Board of Supervisors

Date: 8/16/05

Attest:  
Cindy Keck, Board Clerk

By: Deborah Taylor  
Deputy Clerk 8/16/05

**CONTRACTOR**

By: David Heryet  
David Heryet, Vice Chair, Board of Directors  
El Dorado County Community Health Center

Date: 7/14/05

By: Dolores Garcia  
Dolores Garcia, Treasurer, Board of Directors  
El Dorado County Community Health Center

Date: 7/14/05