

# ORIGINAL

## Marshall Medical Center

### Funding Agreement #4567

**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 community healthcare provider duly qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3), commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 1100 Marshall Way, Placerville, California 95667 (hereinafter referred to as "Grantee").

### RECITALS

**WHEREAS**, County has successfully applied for and received funding through a California Department of Public Health (CDPH) Hospital Preparedness Program (HPP) local funding grant to provide hospital preparedness and response capabilities including, but not limited to, strengthening the ability to provide adequate medical evaluation and care during incidents that exceed the limits of the normal medical infrastructure within the community;

**WHEREAS**, County has been named Fiscal Agent for management of Federal grant which includes funding for healthcare coalition members to deliver coordinated and effective care to save lives during emergencies that exceed the day-to-day capacity of health and emergency response systems;

**WHEREAS**, Grantee has identified needs that fall within the scope and purpose of the HPP grant "Scope of Work HPP Capabilities: Foundation for Healthcare and Medical Readiness, Healthcare and Medical Response, Continuity of Healthcare Delivery, and Medical Surge" for purchase, storage, and/or maintenance of medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency as defined by the HPP grant;

**WHEREAS**, the funding provided herein will provide a valuable public service that will promote preparedness activities which enhance medical response to public health emergencies, benefitting the people of the County of El Dorado;

**WHEREAS**, the parties agree the funding will be in conformity with all applicable federal, state, and local laws and the use of the funding shall be in conformity with the applicant's stated purpose;

**NOW THEREFORE**, the parties do hereby agree as follows:

### ARTICLE I

**Payment and Use of Funds:** For the sole purpose of purchasing all items detailed in, "Project," County agrees to reimburse Grantee up to a maximum amount of \$15,000 for HPP Grant purchases made for Fiscal Year 2019-2020 following final execution of this Agreement

and within forty-five (45) days of receipt and approval of a Statement of Funds to include an original invoice(s) on Grantee's letterhead referencing this Agreement number and CDPH Allocation Agreement No. 17-10152 in accordance with the following:

**PROJECT**

*Marshall Medical Center HPP Grant Purchases, FY 2019-2020*

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>COST</u>	<u>TOTAL</u>
Sump Pump	1	\$350	\$350
Base Station Radio	1	\$336	\$336
Powered Air Purifying Respirator Hose	25	\$40	\$1000
Hazardous Materials Education and Training	1	\$11,000	\$11,000
Shelving Storage Unit	8	\$50	\$400
FireMask/Fire Gloves Emergency Respiratory Protective Device	12	\$50	\$600
Patient Privacy Screen Replacement	20	\$15	\$300
Safety Cone	6	\$54	\$324
Safety Cone Base Weight	6	\$40	\$240
Long Powered Air Purifying Hoods (3 pack)	2	\$225	\$450

**TOTAL: \$15,000**

Description of items for purchase and maximum reimbursement amounts for Fiscal Years 2020-2021 and 2021-2022 shall be approved by CDPH and County at the beginning of each fiscal year and included as an addendum to this Agreement. All purchases shall be based upon funds allocated in accordance with CDPH Allocation Agreement No. 17-10152. Reimbursements will be made within forty-five (45) days of receipt and approval of a Statement of Funds and shall include an original invoice(s) on Grantee's letterhead referencing this Agreement number and CDPH Allocation Agreement No. 17-10152.

Grantee must purchase the items listed by June 30, 2020. Items for Fiscal Years 2020-2021 and 2021-2022 must be purchased by June 30<sup>th</sup> of each subsequent year.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of paid vendor invoices for items purchased during fiscal year must be included for reimbursement. Invoices shall be mailed to County at the following address:

County of El Dorado  
 Emergency Medical Services Agency  
 2900 Fairlane Court  
 Placerville, California 95667

Attn.: Michelle Patterson  
 Manager

or to such other location as County directs.

All funding shall be used for direct costs and not staff time, administrative, or overhead costs. Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mention in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall continue in effect through June 30, 2022, or until the final statement of funds report has been accepted by County.

## **ARTICLE III**

**Funding Credit:** Grantee agrees to credit County for the grant on all printed or internet materials generated during the grant cycle by using County seal, unless otherwise requested or agreed upon with County. Electronic versions of print and web-ready County seal will be provided upon request. If there are no printed materials, credit to County is to be announced by Grantee verbally at the event or program.

## **ARTICLE IV**

**Local Sourcing:** Grantee shall make every reasonable effort to secure and/or purchase materials, supplies, and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

## **ARTICLE V**

**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 VI**

**Reports Required:** Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access to, at all reasonable times, to the records for the purpose of inspection, audit, and copying, as well as for a site visit to inventory purchased items.

Upon request by County, Grantee shall make available copies of any procurement system guidelines, invoices, bids, and other information that was used in the purchase of said items in accordance with the ARTICLE XXIII, Special Terms and Conditions, incorporated herein.

## **ARTICLE VII**

**No Joint Venture:** This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

## ARTICLE VIII

**No Grant of Agency:** Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

## 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 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 County, this Agreement and/or any Work Orders issued pursuant to the Agreement, may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE X

**Audit by California State Auditor:** Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## 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 in duplicate and addressed as follows:

To County:  
County of El Dorado  
Emergency Medical Services Agency  
2900 Fairlane Court  
Placerville, California 95667

With a copy to:  
County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michelle Patterson  
Manager

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Marshall Medical Center  
1100 Marshall Way  
Placerville, California 95667

Attn.: Contracts Department

or to such other location as Grantee directs.

#### **ARTICLE XII**

**Change of Address:** In the event of a change in address for Grantee's principal place of business, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under ARTICLE XI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XIII**

**Termination of Agreement:** This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party. If the Agreement is terminated prior to completion of the Project, Grantee shall return to County all monies received by Grantee from the County under this Agreement within thirty (30) days of demand by County.

#### **ARTICLE XIV**

**Indemnity:** To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as

expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XV**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee 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 a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.
- D. Grantee 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.
- E. 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.
- F. Grantee 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, Grantee 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 Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the grantee 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.
- G. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- H. The Grantee'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 Grantee's insurance and shall not contribute with it.
- I. 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 Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Grantee cannot provide an occurrence policy, Grantee 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.
- N. 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 protection of the County.

#### **ARTICLE XVI**

**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 Grantee 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 XVII**

**Interest of Grantee:** Grantee covenants that it 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. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

## ARTICLE XVIII

**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. Grantee 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 Grantee 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 ARTICLE XIII, Termination of Agreement.

## ARTICLE XIX

**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 XX

**Assignment:** This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

## ARTICLE XXI

**Compliance with Laws, Rules and Regulations:** Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

## ARTICLE XXII

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Michelle Patterson, Manager, Emergency Medical Services Agency, or successor.

## ARTICLE XXIII

**Special Terms and Conditions:** Grantee, by signing this Agreement, becomes a subrecipient of funds via the 2017-18 Centers for Disease Control and Prevention Public Health Emergency Preparedness Program (PHEP), State General Fund (GF) Pandemic Influenza Planning Program, and Hospital Preparedness Program (HPP) Allocation Agreement No. 17-10152 (County Agreement #132-F1811). As such, Grantee agrees to adhere to all applicable terms and conditions from the 17-10152 Allocation Agreement (County Agreement #132-F1811) and 17-10152 Allocation Agreement Amendment A01 (County Agreement #132-F1811, A1) identified in Exhibit B, incorporated herein and made by reference a part hereof.

## ARTICLE XXXIV

**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 on the dates indicated below.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_  
Board of Supervisors  
"County"

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

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

--MARSHALL MEDICAL CENTER--

By:  \_\_\_\_\_  
Siff Nelson  
Chief Executive Officer  
"Grantee"

Dated: 3/24/2020