

AGREEMENT

#532-PHD0606

with

EL DORADO COUNTY COMMUNITY HEALTH CENTER

for

ACCEL Information Technology Project Manager Services

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 qualifies 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, Placerville, CA 95667;

WITNESSETH

WHEREAS, Contractor and Public Health intend to increase access to the utilization of care for the underinsured population of El Dorado County, particularly children; and

WHEREAS, Marshall Medical Center is the fiscal agent for the Agency for Health Research Quality (AHRQ) grant and has contracted with Public Health to be the operational agent; and

WHEREAS, Public Health, through a technology grant from the AHRQ, has the financial resources to subsidize such services; and

WHEREAS, Contractor desires to assist in the development of the ACCEL Program to support its mission of increasing access to the healthcare for the underinsured of El Dorado County; and

WHEREAS, Contractor has need for an Information Technology (IT) Project Manager in the implementation of a previously developed ACCEL Technology Plan, improving access to healthcare and coordination of services across county providers;

NOW, THEREFORE, County and Contractor agree as follows:

ARTICLE I
Scope of Services:

CONTRACTOR AGREES TO:

- a. Utilize funds to select, and sub-contract with, one consultant to act as an IT Project Manager to implement the ACCEL Technology Plan. Contractor agrees that consultant shall participate in the ACCEL Program as the IT Project Manager and, as such, will take direction from, and be available to, ACCEL staff, which may include, without limitation, selection and procurement activities and management of Contractor's information technology relationships with partner organizations that are related to the ACCEL Technology Plan.
- b. Work with and receive instruction from ACCEL (Access El Dorado) staff to assist ACCEL Project Manager in implementing a technology infrastructure for the purpose of sharing and exchanging clinical information county-wide. The objectives in the implementation of that technology infrastructure shall include items attached to Exhibit A, included herein.
- c. Submit quarterly expenditure reports to Public Health detailing all financial expenditures of funds provided by this Agreement within each quarter until the term of this Agreement has expired or the maximum compensation allowable under this Agreement has been reached.

Reports shall be due on the following dates and shall cover the following periods:

<u>Report</u>	<u>Due Date</u>	<u>Period Covered</u>
1	October 31, 2006	Effective Date – 9/30/06
2	January 31, 2007	10/1/06 – 12/31/06
3	April 30, 2007	1/1/07 – 3/31/07
4	30 days after term end	4/1/07 – Term End

Reports shall be submitted to:

Marlena Reese
El Dorado County Public Health Department
941 Spring Street, Suite 4
Placerville, CA 95667

All expenditure reports submitted to County shall reference this Agreement.

PUBLIC HEALTH AGREES TO:

Make semi-annual disbursements to Contractor in advance of any work performed by the IT Project Manager until term of this Agreement has expired or the maximum compensation allowable has been reached.

ARTICLE II

Term: This Agreement shall become effective on upon final signature (the "Effective Date") and

will continue in effect for one year or until maximum compensation allowable (as defined in Article III) has been reached. The term of this Agreement may be extended on an annual basis, not to exceed three years total, at the discretion of the County and upon written notice by the County to the Contractor.

ARTICLE III

Payment: County agrees to advance funds to Contractor in semi-annual disbursements, or such timeframe as mutually agreeable, for Project-related training expenses, recruitment costs, and services as described in Article I herein. Individual disbursements may total up to \$60,000. However, total disbursements under this Agreement shall not exceed \$120,000. Disbursements shall be made in advance of work performed by the IT Project Manager but are contingent upon the receipt by County of quarterly expenditure reports. The initial disbursement shall be made upon full execution of this Agreement.

As described in Article I above, quarterly expenditure reports shall detail the use of funds disbursed during the periods described. Successive disbursements may be modified as a result of the information presented within these reports, and as mutually agreeable, and may be withheld in the event a report is not received.

This Agreement may be amended to reflect any reduction in funds. Notice to Contractor regarding a reduction in funding will come from funding grantor or County no less than 30 days before each disbursement.

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: 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 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:

- 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 seven (7) calendar days upon written notice by County for any reason. 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 IX, Paragraph A), then the non-defaulting party shall have all remedies provided for in law or equity against the defaulting party.

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, 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: GAYLE ERBE-HAMLIN, DIRECTOR

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
PLACERVILLE, CA 95667
ATTN: CHUCK WIESEN, EXECUTIVE DIRECTOR

or to such other location as Contractor directs.

ARTICLE XI

Indemnity: Contractor shall indemnify, defend and hold harmless 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 Contractor, 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.

County shall indemnify, defend and hold harmless Contractor, 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 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 XII

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 XIII

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 XIV

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 XV

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 XVI

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 XVII

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 XVIII

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 XIX

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 XX

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

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

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

Date: July 18, 2006

Attest:
Cindy Keck, Board Clerk

By: Cindy Keck
Deputy Clerk

CONTRACTOR

By: Kristine Beltran
Kristine Beltran, Secretary, Board of Directors
El Dorado County Community Health Center

Date: 6/28/06

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

Date: 6/28/06

Exhibit A

Technology Infrastructure Implementation Objectives

- 1) The implementation of a networked Care Pathways Program to provide a “medical home” and improved medical services to low income/minority, uninsured and/or publicly insured El Dorado County residents;
- 2) The implementation of the county-wide master person identifier (MPI) application, along with the application that will be used to provide sharing of a county-wide basic electronic health record (HER);
- 3) The development of the interfaces to those applications used by the providers of medical services in the eastern half of El Dorado County and extend the basic HER system to all providers interested in participating in the program;
- 4) The development of the interfaces to those applications used by the providers of medical services in the western half of El Dorado County and extend the basic HER system to all providers interested in participating in the program.