

ORIGINAL

828-F0611

**AGREEMENT FOR SERVICES**

#780-PHD0608

*between*

**THE COUNTY OF EL DORADO**

*and*

**MARSHALL MEDICAL CENTER**

*with regard to the*

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

Amendment I

**THIS AGREEMENT** made and entered into by and between Marshall Medical Center, a non-profit general acute care hospital operating under the laws of California whose principal place of business is 1100 Marshall Way, Placerville, CA 95667, and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") whose principal place of business is 330 Fair Lane, Placerville, CA 95667;

**WITNESSETH**

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

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

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws;

**NOW, THEREFORE**, Marshall Medical Center and County mutually agree as follows:

**ARTICLE II** – TERM shall be amended as follows:

This Agreement, for a three-year term September 30, 2005 through September 29, 2008, consistent with the term of the funding grant, is hereby extended to December 31, 2009, unless cancelled by either party per the stipulations of Article V herein, or unless Marshall Medical Center and County are unable to successfully continue the funding grant, which must be renewed annually.

**ARTICLE III** - COMPENSATION shall be amended as follows:

In order to facilitate County's requirement to develop and process subcontracts with the other grant-funded participants in this project, Marshall Medical Center agrees to pay County an annual total of \$497,395 in year 1, \$497,195 in year 2 and \$497,396 in year 3, invoiced quarterly. For year 4, any unspent funds from prior years 1 through 3, shall be used to complete Scope of Services under this agreement, invoiced quarterly, with the total not-to-exceed amount for the term remaining at \$1,491,986. Payment to County by Marshall Medical Center will be within 30 days of receipt and approval of an original invoice on County's letterhead referencing this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Marshall Medical Center shall give notice of cancellation of this Agreement in the event of adoption of a proposed federal budget or change in grant funding from the Department of Health and Human Services Agency for Healthcare Research and Quality that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final federal budget or statement from the Department of Health and Human Services Agency for Healthcare Research and Quality which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Marshall Medical Center released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

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The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

**DEPARTMENT HEAD CONCURRENCE**

By:   
Neda West, Acting Director  
Public Health Department

Date: 9-1-08

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

**MARSHALL MEDICAL CENTER**

By: Laurie Eldridge Date: 09/28/2008  
Laurie Eldridge, Chief Financial Officer  
Marshall Medical Center

**COUNTY OF EL DORADO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rusty Dupray, Chairman  
El Dorado County Board of Supervisors

**ATTEST:**  
**Cindy Keck, Clerk**

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