

AGREEMENT FOR SERVICES #047-M1410
Base Hospital Agreement

THIS AGREEMENT is 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 licensed acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Contractor") and whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 95667.

RECITALS

WHEREAS, County has established an Emergency Medical Services (“EMS”) System pursuant to Division 2.5 of the California Health and Safety Code and has designated the County of El Dorado EMS Agency as the Emergency Medical Services Agency, pursuant to Health and Safety Code Division 2.5 §1797.200; and

WHEREAS, County has established an Advanced Life Support (“ALS”) program, as defined in Health and Safety Code Division 2.5 §1797.52; and

WHEREAS, Health and Safety Code Division 2.5, §1797.52 requires that an ALS program have a base hospital for the provision of medical direction and supervision of Emergency Medical Technician Paramedic (“EMT-P”) personnel; 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 (all references to “State” in this Agreement shall mean the State of California unless otherwise specified) and local laws.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

A. Definitions:

1. Advanced Life Support (“ALS”): Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to: (a) cardiopulmonary resuscitation, (b) cardiac monitoring, (c) cardiac defibrillation, (d) advanced airway

- management, (e) intravenous therapy, (f) administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of the EMS Agency Medical Director or a Base Hospital physician as part of the County of El Dorado EMS System at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the Emergency Department of an acute care hospital until responsibility for patient care is assumed by hospital medical staff (Reference: Health and Safety Code §1797.52).
2. Agent: For purposes of this Agreement, an agent shall include those contractors or subcontractors providing services under this Agreement (e.g., base hospital physician).
 3. ALS Service Agency: A public agency, private corporation, or other business entity which:
 - (a) Has met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22 California Code of Regulations Division 9, Chapter 4, §100168 to provide ALS services to a designated geographic area with a designated number of EMT-P units; and
 - (b) Employs certified EMT-1, certified EMT-2, or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer (Reference Title 22 CCR §100401). This definition shall include all authorized air ambulances servicing the County.
 4. Base Hospital: An acute care hospital responsible for providing on-line (active communication via radio, telephone or other electronic telephonic communication device) and off-line (discussion at Continuous Quality Improvement or peer review meetings) medical direction/control to County accredited EMT-Ps, pursuant to a written agreement with the County in accordance with Title 22 CCR Division 9, Chapter 4, §100169.
 5. Base Hospital Physician: A physician and/or surgeon who is currently licensed in California; who is assigned to the Emergency Department of a Base Hospital; who has been trained to issue advice and instructions to emergency medical care personnel consistent with guidelines and standards established by the EMS Agency Medical Director and in accordance with Title 22 CCR Division 9, Chapter 4, §100169; and who may be a subcontractor of the base hospital performing services for the base hospital under this Agreement.
 6. Base Hospital Medical Director: The physician designated by Contractor shall be submitted to the EMS Agency Medical Director for approval and shall be certified, or eligible for certification, by the American Board of Emergency Medicine or the American Board of Osteopathic Emergency Medicine, who shall be responsible for medical oversight of all Base Hospital activities.
 7. Basic Life Support (“BLS”): Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available in accordance with Health and Safety Code §1797.60.
 8. California Code of Regulations (“CCR”): Regulations that have been formally adopted by the State agency that have been reviewed, approved, and made available to the public by the California Office of Administrative Law and may be viewed at <http://ccr.oal.ca.gov/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>.

9. Continuous Quality Improvement Program (“CQI”): Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process (Reference: 22 CCR §§100400 – 100403).
10. Emergency Department: A department or separate area within a hospital that is staffed and equipped to provide emergency medical care to the sick or injured on a continuous 24-hour basis. At a minimum, the hospital shall be permitted to provide basic emergency medical services as designated by Title 22 CCR Division 5, §§70411 – 70419.
11. EMS Agency: The County of El Dorado Emergency Medical Services Agency.
12. Emergency Medical Technician Paramedic (EMT-P): An individual who is educated and trained in all elements of prehospital advanced life support; whose scope of practice to provide advanced life support is in accordance with the standards prescribed by Title 22 CCR Division 9, Chapter 4, and who has a valid license issued pursuant to this Chapter. (Reference: 22 CCR § 100139).
13. EMS Agency Medical Director: Pursuant to Health and Safety Code Division 2.5, §1797.202, the EMS Agency Medical Director (“Medical Director”) is a licensed physician and/or surgeon duly appointed by County who has substantial experience in the practice of emergency medicine. The Medical Director shall be responsible for providing medical control and assuring medical accountability throughout the planning, implementation, and evaluation of the EMS system.
14. EMS Service Provider: An organization employing certified EMT-I, certified EMT-II or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer. (Reference Title 22 CCR §100401).
15. Emergency Medical Services (“EMS”) System: Emergency Medical Services (“EMS”) include that system of services organized to provide rapid response to serious medical emergencies, including immediate medical care and patient transport to definitive care in an appropriate hospital setting. An effective EMS System involves a variety of agencies and organizations working together to accomplish the goal of providing rapid emergency medical response and treatment. While most EMS responses are day-to-day emergencies, EMS agencies also plan and prepare for disaster medical response.
16. EMSystems[®]: The EMSystems[®] software provides a comprehensive web-based healthcare information management solution that optimizes real-time communications, inventory resource allocation, volunteer registry management, and patient and evacuee tracking to enhance emergency preparedness and response to medical emergencies, mass casualty events, and public health incidents.
17. MedNet Radio: A specific radio frequency that supports medical communications between emergency pre-hospital personnel and base or receiving hospitals.
18. Mobile Intensive Care Nurse (“MICN”): "Authorized registered nurse," "mobile intensive care nurse," or "MICN" means a registered nurse who is functioning pursuant to §2725 of the Business and Professions Code and who has been authorized by the medical director of the local EMS agency as qualified to provide prehospital advanced life support or to issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures developed by the local EMS agency consistent with statewide guidelines established by the authority. Nothing in this section shall be deemed to abridge or restrict the duties or functions of a registered nurse or mobile intensive care nurse as otherwise provided by

law. (Amended by SB 1124 [Ch. 1391] 1984. Reference: Health and Safety Code §1797.56)

19. Pre-Hospital Care Personnel: Any transporting or non-transporting Basic Life Support or Advanced Life Support unit dispatched to the scene of a medical emergency to provide immediate patient care.
20. Subcontractor: A person or entity employed by Contractor to perform work as part of this overall Agreement.
21. Trauma Registry: A collection of data on patients who receive hospital care for certain types of injuries. Such data are primarily designed to ensure quality trauma care and outcomes in individual institutions and trauma systems, but have the secondary purpose of providing useful data for the surveillance of injury morbidity and mortality. Trauma data shall be collected in accordance with Title 22 CCR Division 9, Chapter 7, §100257.

ARTICLE II

Scope of Services:

- A. Contractor shall provide all services necessary for the operation of a Base Hospital, including on-line medical direction/control for any County-accredited EMT-P contacting it for medical direction. In the performance of this Agreement, Contractor agrees to:
 1. Meet the criteria and abide by all requirements prescribed in:
 - a. Health and Safety Code, Division 2.5, Emergency Medical Services, §§1798. – 1798.104; and §§1798.160 – 1798.175;
 - b. Health and Safety Code, Division 2, §1300;
 - c. Title 22 CCR Division 9, Chapter 4, §100169;
 - d. Title 22 CCR Division 5, Chapter 1, Article 6, §§70411 – 70419; and
 2. Provide a Base Hospital Medical Director who is certified, or eligible for certification, by the American Board of Emergency Medicine or the American Board of Osteopathic Emergency Medicine. The Base Hospital Medical Director shall be responsible for medical oversight of all Base Hospital activities. The EMS Agency Medical Director may waive the requirement for board certification if they determine that an individual with these qualifications is not available. All waivers shall be documented in writing and filed with the EMS Agency and the Contractor.
 3. Appoint a Registered Nurse with sufficient Emergency Department and EMS experience as Base Hospital Coordinator, who shall be responsible for assisting the Base Hospital Medical Director with coordination and oversight of Base Hospital activities.
 4. Have available a qualified MICN or Base Hospital Physician to provide prompt on-line medical direction/control to paramedic units. The only exception shall be due to situations preventing such coverage as determined by the Base Hospital Medical Director; such exceptions shall be documented and forwarded to the EMS Agency.
 5. Provide adequate office space and resources for performance of EMT-P duties described herein as determined by Contractor's reasonable discretion.
 6. Provide personnel for the CQI, medical advisory, training, and other committees designated by the EMS Agency.
- B. County shall:
 1. Assume responsibility for investigation, follow up, and closure of all complaints referred from Contractor where remediation is requested or counseling sessions with ALS Service Agency staff are not successfully resolved.

2. Provide staff and resources to assist Contractor in addressing EMS System issues or problems identified from retrospective audit and review of EMS medical care.
3. Provide Contractor with a copy of any and all policies, procedures, and protocols referred to herein and any changes or modifications or supplements thereto in a timely manner.
4. Comply with requirements for EMS medical control as specified by Health and Safety Code, Division 2.5, §1798; and Title 22 CCR, Division 9, Chapter 4, §100145, Chapter 6 and Chapter 12.
5. Monitor Contractor's compliance with this Agreement, County EMS Agency applicable policies and procedures, and regulations including but not limited to Title 22 CCR Division 9, Chapter 4 §100169, Chapter 6, and Chapter 12. The County may at any time deny, suspend or revoke approval, in the sole discretion of the County, of Contractor as a Base Hospital for noncompliance.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto, shall begin August 17, 2013, and shall renew for successive one-year terms, from year to year thereafter, unless terminated earlier pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

ARTICLE IV

Compensation for Services: There will be no remuneration provided by County to Contractor for the services described herein. County shall not be liable for any costs incurred by Contractor as a result of this Agreement, including but not limited to: the cost of patient care, the cost of training, staffing, equipping, supplying, or otherwise operating as a Base Hospital.

ARTICLE V

Performance Provisions:

A. Communications Equipment:

1. Contractor agrees to utilize two-way radio communications equipment for direct two-way voice communication utilizing MedNet pursuant to the Item 16 in the Article titled "Definitions" with the pre-hospital care personnel in their assigned service area. This requirement may be supplemented by the use of cellular telephones and telephones at the base hospital, subject to compliance with Item 3, below.
2. Contractor will provide and maintain at Contractor's expense a minimum of two (2) dedicated telephone lines for ALS communication with pre-hospital care personnel located directly adjacent to the existing MedNet radio.
3. Contractor will ensure that every ALS call conducted by radio or dedicated telephone line is recorded using a voice-activated recording system. Recordings shall be maintained for a minimum of ninety (90) days and shall be used strictly for the purpose of education, audit, and case reviews or to be made available upon request to the EMS Agency Medical Director for CQI activities. Recordings of medical

- communication(s) are part of the CQI process and are not considered part of an individual patient's medical record.
4. Contractor will provide and maintain at Contractor's expense all hardware and Internet access required for an Internet-based hospital communication system (currently EMSSystems[®]) within the Emergency Department.
 5. Contractor will provide timely reports of any recurring radio, telephone, or Internet problems to the appropriate maintenance contractor and provide immediate written notice to the EMS Agency.
- B. Statistical Data for Monitoring and System Evaluation:
1. Contractor agrees to cooperate with the EMS agency in gathering and providing statistics and information for monitoring and evaluating ALS programs, in accordance with the requirements of applicable privacy law.
 2. Contractor agrees to participate in the CQI process, in accordance with the policies and procedures adopted by the County EMS Agency and shall at all times ensure they are in compliance with the then current version of the Emergency Medical Services System Quality Improvement Program Model Guidelines, available at <http://www.emsa.ca.gov/pubs/pdf/emsa166.pdf> or by contacting the County of El Dorado Emergency Medical Services Agency.
- C. Education:
1. Contractor shall provide, or cause to be provided, EMS pre-hospital personnel training and continuing education in accordance with the policies and procedures of the EMS Agency (reference Health and Safety Code § 1798.104).
 2. Contractor will ensure that all Emergency Department employees, agents and/or subcontractors receive orientation to the Base Hospital role and relevant EMS Agency policies and procedures.
 3. Pursuant to Health and Safety Code Division 2.5, § 1798.102 & 1798.104, Contractor shall provide, to the greatest extent possible, clinical experience with supervision for both EMT-P students and EMT-P personnel during initial training as well as for the purpose of continuing education.
 4. Contractor will provide for continuing education programs on current topics of interest in emergency pre-hospital care for EMT-P personnel, Base Hospital Physicians and Emergency Department Nurses.
 5. Contractor will provide access for ALS Service Agency employees, agents, and/or subcontractors to other relevant continuing education programs provided for Contractor staff.
- D. Record Keeping:
1. Contractor agrees to maintain at the aforementioned principal place of business, and release to the EMS Agency upon request, all relevant records for program monitoring and evaluation of the ALS system, subject to applicable privacy laws.
 2. Provide Emergency Department impression on all patients transported to the facility by ambulances based in County.
 3. County is aware that Contractor has subcontracted physician services provided in the Emergency Department. The obligations set forth herein apply also to any and all subcontracting entities which perform Emergency Department duties for Contractor, which shall maintain any and all records in accordance with all California laws, statutes, or regulations, and with all provisions contained in this Agreement, if such

records are separately maintained by the subcontracting entity. In addition, should County consent, in writing, to the subcontracting of services, Contractor shall include in all subcontracts entered into with third parties to facilitate the provision of Services hereunder, the following clause:

"(Name of vendor or subcontractor) agrees to maintain and preserve, until ten (10) years after termination of Contractor's agreement with the County of El Dorado, pertinent books, documents, papers and records of (name of vendor or subcontractor) related to this (purchase order or subcontract) and to permit the County to have access to, to examine and to audit any of such pertinent records."

- E. Trauma Registry: Contractor agrees to participate in the collection and entry of patient data into the Trauma Registry system in accordance with Title 22 CCR §100257 and §100265.
- F. Compliance with Laws and Policies:
 - 1. All services provided by Contractor pursuant to this Agreement shall be in strict compliance with applicable Federal, State and County laws and regulations; and shall comply with applicable procedures established by the EMS Agency available by contacting the County of El Dorado EMS Agency.
 - 2. During the performance of this Agreement, Contractor and, in the event County agrees in writing to use of subcontractors pursuant to the Article titled "Assignment and Delegation," its subcontractors shall not unlawfully harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition such as cancer, age (over 40 years), marital status, or family care leave.
 - 3. During the performance of this Agreement, Contractor and any subcontractors, pursuant to the Article titled "Assignment and Delegation," shall:
 - a. Comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations §7285);
 - b. Comply with the applicable regulations of the Fair Employment and Housing Commission, implementing Government Code §12990 (a-f), set forth in Title 2 CCR Division 4 Chapter 5, incorporated by reference as if fully set forth herein; and
 - c. Give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
 - 4. Contractor agrees to assist, cooperate with, or participate in any investigation by the County for the purpose of monitoring and evaluating the quality of Contractor's medical direction of ALS services.

ARTICLE VI

Waiver: The failure of either party hereto to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed

as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.

ARTICLE VII

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, any subcontractors thereto, and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), 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 VIII

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 IX

Assignment and Delegation: County engages Contractor 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. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal, State, and local laws, statutes, and regulations.

ARTICLE X

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 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 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.

- 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 upon seven (7) calendar days written notice by County without cause. 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 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, and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

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: BASE HOSPITAL COORDINATOR

Or to such other location as Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "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 XIV

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 XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor, any agents, and/or subcontractors providing service under this Agreement maintain insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 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 Contractor, agents, and/or subcontractors in the performance of the Agreement.
- D. In the event Contractor, and/or any agents, and/or subcontractors are licensed professional 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.
- E. Contractor 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 by Contractor, any agents, and/or subcontractors.
- F. The insurance will be issued by an insurance company acceptable to County Risk Management, or be provided through partial or total self-insurance likewise acceptable to County Risk Management.
- G. Contractor, agents, and/or subcontractors agree 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, agents, and subcontractors agree 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 County Risk Management and Contractor, agents, and subcontractors agree that no work or services shall be performed prior to the giving of such approval. In the event the Contractor, agents, and subcontractors fail 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.
- H. The certificate of insurance for Contractor 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.
- I. The Contractor's, agents', and/or subcontractor'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 Contractor's, agents', and/or subcontractors' insurance and shall not contribute with it.
- J. 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, agents, and/or subcontractors shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. 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.
- L. 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.
- M. Contractor's, agent's and/or subcontractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor, agents, and/or subcontractors cannot provide an occurrence policy, Contractor, agents, and/or subcontractors 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.
- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with County Risk Management, as essential for protection of the County.
- P. Contractor, agents, and/or subcontractors agree 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, agents, and/or subcontractors agree 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 County Risk Management and Contractor, agents, and/or subcontractors agree that no work or services shall be performed prior to the giving of such approval. In the event the Contractor, agents, and/or subcontractors fail 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- Q. Contractor is wholly responsible for enforcing these insurance requirements as to any agents and/or subcontractors. Any failure of Contractor to provide County with the required proof of insurance for itself, or upon request by County for required proof of insurance for Contractor's agents and/or subcontractors shall be a default under this Agreement.

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 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 they are 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 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 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. 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 XIX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XX

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 XXI

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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard Todd, EMS Agency Administrator, or successor.

ARTICLE XXIII

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 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 County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard W. Todd
Richard Todd, EMS Agency Administrator
Health and Human Services Agency

Dated: 7-29-2013

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Donald Ashton
Donald Ashton, MPA, Interim Director
Health and Human Services Agency

Dated: July 29, 2013

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #047-M1410 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - MARSHALL MEDICAL CENTER - -

By: _____
James Whipple, Chief Executive Officer
"Marshall Medical Center"

Dated: _____

By: _____
Laurie Eldridge, Chief Financial Officer
"Marshall Medical Center"

Dated: _____

zmm