

AGREEMENT FOR SERVICES #897-PHD1009
Marshall Medical Center - Base Hospital Agreement

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 licensed acute care hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as CONTRACTOR);

R E C I T A L S

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 El Dorado County EMS Agency as the Emergency Medical Services Agency, pursuant to Health and Safety Code Division 2.5 § 1797.220; 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 and local laws; and

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. DEFINITIONS

Section 1.01 The following definitions shall apply throughout this Agreement:

- (a) Advanced Life Support (ALS)
Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to: (1) cardiopulmonary resuscitation, (2) cardiac monitoring, (3) cardiac defibrillation, (4) advanced airway management, (5) intravenous therapy, (6) 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 (EDC) 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).
- (b) Agent
For purposes of this Agreement, an agent shall include those contractors or subcontractors providing services under this Agreement; for example, the *base hospital physician*.
- (c) ALS Service Agency
A public agency, private corporation, or other business entity which has 1) met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22 California Code of Regulations (CCR) Division 9, Chapter 4, § 100167 to provide ALS services to a designated geographic area with a designated number of EMT-P units and 2) employees 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.
- (d) 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, § 100168
- (e) 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, § 100168; and who may be a subcontractor performing services for the base hospital under this Agreement.
- (f) 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.

- (g) 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>
- (h) 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.
- (i) 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.
- (j) EMS Agency
The County of El Dorado Emergency Medical Services Agency.
- (k) 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)
- (l) EMS Agency Medical Director
Pursuant to Health and Safety Code Division 2.5, § 1797.202, the EMS Agency 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.
- (m) 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.
- (n) 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.

- (o) MedNet Radio
A specific radio frequency that supports medical communications between emergency pre-hospital personnel and base or receiving hospitals.
- (p) Mobile Intensive Care Nurse (MICN)
A Registered Nurse as defined in Health and Safety Code Division 2.5 § 1797.56 who has been certified by the EMS Agency Medical Director in accordance with criteria and standards approved by the EMS Agency.
- (q) Pre-Hospital Care Personnel
Any transporting or non-transporting Basic Life Support (BLS) or Advanced Life Support (ALS) unit dispatched to the scene of a medical emergency to provide immediate patient care.
- (r) Subcontractor
A person or entity employed by CONTRACTOR to perform work as part of this overall Agreement.
- (s) 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.

Article II. SCOPE OF SERVICES:

Section 2.01 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:

- (a) Meet the criteria and abide by all requirements prescribed in:
 - (i) Health and Safety Code, Division 2.5, Emergency Medical Services, §§ 1798. – 1798.104; and §§ 1798.160 – 1798.175;
 - (ii) Health and Safety Code, Division 2, § 1300;
 - (iii) Title 22 CCR Division 9, Chapter 4, § 100168;
 - (iv) Title 22 CCR Division 5, Chapter 1, Article 6, §§70411 – 70419; and
 - (v) Applicable EMS Agency Policies and Procedures.
- (b) 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, who shall be responsible for medical oversight of all Base Hospital activities. The EMS Agency Medical Director may waive the requirement for board certification if he/she determines 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.
- (c) 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.
- (d) 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.

- (e) Provide adequate office space and resources for performance of EMT-P duties described herein as determined by CONTRACTOR's reasonable discretion.
- (f) Provide personnel for the CQI, medical advisory, training and other committees designated by the EMS Agency.

Section 2.02 COUNTY shall:

- (a) 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.
- (b) Provide staff and resources to assist CONTRACTOR in addressing EMS System issues or problems identified from retrospective audit and review of EMS medical care.
- (c) COUNTY shall 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.
- (d) 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, § 100144, Chapter 6 and Chapter 12.
- (e) 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 §100168, 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 signature by the parties hereto and shall cover the term August 17, 2010 through August 16, 2013 unless earlier terminated pursuant to the provisions under Article X 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

Section 5.01 Communications Equipment

- (a) CONTRACTOR agrees to utilize two-way radio communications equipment for direct two-way voice communication utilizing MedNet pursuant to Section 1.01 (p), 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 Section 5.01(c).

- (b) 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.
- (c) 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 to 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 are part of the CQI process, and are not considered part of an individual patient's medical record.
- (d) 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.
- (e) CONTRACTOR will provide timely reports of any recurring radio, telephone, or Internet problems to the appropriate maintenance contractor and provide written notice to the EMS Agency.

Section 5.02 Statistical Data for Monitoring and System Evaluation

- (a) 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.
- (b) 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/emsal66.pdf> or by contacting the County of El Dorado Emergency Medical Services Agency.

Section 5.03 Education

- (a) 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).
- (b) CONTRACTOR will ensure that all licensed Emergency Department employees, agents and/or subcontractors receive orientation to the Base Hospital role and relevant EMS Agency policies and procedures.
- (c) 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 EMT-P students, and EMT-P personnel, both during initial training and for the purpose of continuing education.
- (d) CONTRACTOR will provide for continuing education programs for EMT-P personnel, Base Hospital Physicians and Emergency Department Nurses, on current topics of interest in emergency pre-hospital care.

- (e) CONTRACTOR will provide access for ALS Service Agency employees, agents and/or subcontractors to other relevant continuing education programs provided for CONTRACTOR staff.

Section 5.04 Record Keeping

- (a) 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.
- (b) Provide Emergency Department impression on all patients transported to the facility by ambulances based in COUNTY.
- (c) 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."

Section 5.05 Trauma Registry

CONTRACTOR agrees to participate in the collection and entry of patient data into the Trauma Registry system in accordance with Title 22 California Code of Regulations (CCR) § 100265.

Section 5.06 Compliance with Laws and Policies.

- (a) 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.
- (b) During the performance of this Agreement CONTRACTOR and, in the event COUNTY agrees in writing to use of subcontractors pursuant to Article VIII, 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.
- (c) During the performance of this Agreement CONTRACTOR and any subcontractors, pursuant to Article VIII, shall:

- (i) Comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285);
 - (ii) Comply with the applicable regulations of the Fair Employment and Housing Commission, implementing Government Code Section 12990 (a-f), set forth in Title 2 CCR Division 4 Chapter 5, incorporated by reference as if fully set forth herein; and
 - (iii) Give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- (d) 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. 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 VIII. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel, contract physicians and contract physician groups. CONTRACTOR shall agree that all such personnel, contract physicians, subcontractors and subcontract groups shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

CONTRACTOR shall not subcontract, delegate or assign services to be provided other than set forth above, in whole or in part, to any other person or entity without prior written consent of COUNTY.

Article IX. INDEPENDENT CONTRACTOR/LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, agents and/or 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 performed.

Article X. DEFAULT, TERMINATION, AND CANCELLATION

Section 10.01 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) business 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 the 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.

Section 10.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 10.03 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.

Section 10.04 Termination or Cancellation without Cause

Either party hereto may terminate this Agreement in whole or in part upon one hundred twenty (120) days written notice to the other without cause.

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 addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

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 XII. 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 XIII. INSURANCE

Section 13.01 CONTRACTOR has notified COUNTY that physician services in the Emergency Department are provided by Emergency Physicians Medical Group, Inc. dba Emergency Medicine Physicians (EMP Management Group, Ltd.). At the time of this Agreement, Emergency Medicine Physicians maintains medical malpractice through Physicians Specialty Ltd., RRG Policy # PL1010-ep with limits of \$1,000,000 and \$3,000,000. CONTRACTOR shall provide COUNTY evidence of this policy pursuant to Section 13.03 and shall notify COUNTY in writing within thirty (30) days of any changes thereto.

Section 13.02 Within five (5) business days of execution by both parties to this Agreement, CONTRACTOR shall provide COUNTY with a Certificate of Insurance naming COUNTY as “additional insured,” along with the Endorsement for the “additional insured” language, pursuant to Section 13.07 (b) under this Agreement.

Section 13.03 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the COUNTY Risk Manager and documentation evidencing that CONTRACTOR, any agents, and/or subcontractors providing services under this Agreement maintain insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' 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 combined single limit per occurrence for bodily injury and property damage.
- (c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.
- (d) In the event CONTRACTOR is a licensed professional performing professional service under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- (e) In the event CONTRACTOR or any subcontractors providing services under this Agreement change insurance carriers during the term of this Agreement, CONTRACTOR and/or subcontractors thereto shall purchase “tail” coverage for the period of one year following the term of this Agreement. CONTRACTOR shall provide proof of “tail” coverage satisfactory to the COUNTY Risk Manager.

Section 13.04 CONTRACTOR shall furnish a certificate of insurance satisfactory to the COUNTY Risk Manager for every CONTRACTOR and subcontractor providing services under this Agreement, as evidence that the insurance required above is being maintained within five (5) business days of execution by both parties to this contract.

Section 13.05 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.

Section 13.06 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 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 upon the occurrence of such event.

Section 13.07 Each certificate of insurance, including those provided by any agents or subcontractors other than Emergency Medicine Physicians providing services under this Agreement, must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) 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 the general liability policy.

Section 13.08 CONTRACTOR'S insurance coverage shall be the primary insurance with respect to any losses, claims and/or damages arising out of or related to this Agreement to the County, its officers, officials, employees, and volunteers.

Section 13.09 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.

Section 13.10 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.

Section 13.11 The insurance companies shall have no recourse against the COUNTY, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 13.12 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.

Section 13.13 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.

Section 13.14 Certificate 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 the protection of the COUNTY.

Article XIV. 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 XV. 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 XVI. 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 XVII. CALIFORNIA RESIDENCY (FORM 590)

All independent contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. CONTRACTOR will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the CONTRACTOR during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XVIII. TAXPAYER IDENTIFICATION 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 XIX. 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 without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XX. ADMINISTRATOR

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

Article XXIV. 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 DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5-31-11
Neda West, Director, Health Services Department

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

-- COUNTY OF EL DORADO --

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

Dated: _____

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- MARSHALL MEDICAL CENTER --

By: *Shannon Truesdell* Dated: 6/8/11
Shannon Truesdell, Chief Operating Officer / Assistant Administrator
CONTRACTOR