**COUNTY OF GLENN**  
**AGENDA ITEM TRANSMITTAL**

**MEETING DATE:** July 17, 2007  
**Submitting Department(s):** Personnel  
**BRIEF SUBJECT/ISSUE DESCRIPTION:** Contract for Pre-employment Physical Examination Services with Glenn Medical Center  
**Contact:** John Greco  
**Phone:** 934-6451

**AGENDA PLACEMENT**  
**APPOINTMENT – Appearances by:** (Specify Name & Title)

- Board Report  
- Letter  
- Minute Order  
- Contract  
- Transfer  
- Grant App.  
- Resolution  
- Ordinance  
- Proclamation  
- Policy Update  
- Code Update  
- Other

**Required Minutes**

- Business – No  
- Consent  
- Correspondence  
- Reports & Notices

**LEGAL/PERSONNEL/FISCAL**

- County Counsel  
- Personnel  
- Finance  

**CLERK INSTRUCTIONS**

- Return Minute Order  
- Return Certified Copy Of:

- Other:

**PUBLIC HEARINGS & COMMITTEE VACANCIES**

**Public Hearings:**

- Published
- Affidavit on File w/Clerk
- Affected Parties Notified

**Committees:**

- Vacancy Posted
- Application Attached

**LEGISLATION**

- State  
- Federal

**FUNDING SOURCE/IMPACT**

- General Fund Impact  
- Other: ____  
- Budgeted  
- Transfer Attached  
- 4/5ths Vote Required  
- Contingency Request

**CONTRACTS, LEASES & AGREEMENTS**

- New  
- Renewal  
- Amendment  
- Insurance Certificate  
- Contract Report

**Date of Original Contract:** Contract No.: 1101  
**Fiscal Year:** 2007/2008

**RECOMMENDED ACTION/MOTION:**

The Board approve the attached contract and authorize the Chairman to execute the aforesaid contract.

**Department Head**

**Reviewed By (if applicable):**

**Personnel Director**

**Department of Finance**

**Administrative Representative**

**cc:** Department of Finance
EXECUTIVE SUMMARY
The contract for pre-employment physical examination services with Glenn Medical Center must be renewed. Glenn Medical Center and its predecessor organizations have been providing physical examination services to the County for over sixteen years.

RECOMMENDATION(S):
It is recommended that the Board approve the attached Contract and authorize the Chairman to execute the attached Contract.

HISTORY AND BACKGROUND:
The County has been using Glenn Medical Center to provide pre-employment physical examinations for over sixteen years. The Personnel Department has been working with Glenn Medical Center to obtain a mutually acceptable renewal Contract.

FISCAL/PERSONNEL IMPACT(S):
Costs will be absorbed by the departments requesting the pre-employment physical examination services. See attached Exhibit "A" fees set forth therein.

ANALYSIS/DISCUSSION
The Personnel Department bills the departments that request pre-employment physical examination services for selected applicants to pass a pre-employment physical examination as a condition of employment or promotion.

All items transmitted by a County Department or Agency for inclusion in the agenda for Board of Supervisors action must include all background and analysis necessary for the Board to make an informed decision. Failure to provide adequate information, analysis, or backup could result in the matter not being added to the agenda and returned to the department for additional information.
AGREEMENT BETWEEN THE COUNTY OF GLENN
AND GLENN MEDICAL CENTER

This Agreement is entered into July 1, 2007, between the County of Glenn
(herein after, “County”) and Glenn Medical Center (hereinafter," Provider") for
ambulatory medical and hospital services.

RECITALS

1. County operates, at Willows, California, the Glenn County Personnel
   Department under the administration of the County Personnel Director.

2. County is in need of access to ambulatory medical and hospital services
   for persons under the care, custody, or control of this Department.

3. Provider operates licensed ambulatory medical services and a licensed
   hospital in Willows, California. Provider represents that it is licensed to
   provide, and is capable of providing, the ambulatory medical services and
   hospital services desired by the County Department described above, and
   that Provider’s services and operations conform to the regulations and
   standards set by the Bureau of Licensing, California State Department of
   Health.

4. County and Provider desire to enter into this agreement for the mutual
   benefit of each of them and exchange for the consideration described
   below.

AGREEMENT

1. Provider shall furnish employment physical examinations of current
   and prospective County employees as described in Exhibit A to this
   Agreement, which is incorporated herein by reference, when requested by
   County.
2. Provider shall bill County by the tenth business day of each month for all services rendered during the prior month.

3. All billings resulting from this agreement shall be mailed to County's Personnel Department, 525 West Sycamore Street, Suite A, Willows, California 95988.

4. County agrees to pay each uncontested billing by Provider within thirty (30) days of the date receipt. Provider agrees that the rates to be charged for services rendered pursuant to this agreement are those set forth at Exhibit "A".

5. It is specifically understood and agreed that in the making and performance of this Agreement, Provider is an independent contractor, and none of the officers, employees or agents of Provider is an employee, officer agent, or servant of County for any purpose.

6. At all times during the term of this agreement, Provider shall maintain any and all licensure required by the State of California and shall carry workers' compensation, public liability and property damage, and vehicular insurance coverage as follows:

   a. **Workers' Compensation Insurance.** Provider shall obtain and shall maintain during the life of this agreement, workers' compensation insurance for all of Provider's employees to be engaged in providing hospital and ambulatory medical services under this agreement.

   b. **General Liability and Property damage Insurance.** Provider shall procure and shall maintain, during the term of this agreement, general liability insurance in an amount not less than $100,000.00 for injuries, including death, to any one person, and subject to the same limit for each person, in an amount of not less than $300,000.00 on account of one incident or occurrence, and property damage insurance in an amount of not less than $100,000.00.

   c. **Vehicle Insurance.** Provider shall possess and maintain liability insurance on any vehicle used in the course of providing service under this agreement in an amount not less than $100,000.00 for injuries, including death, to any one person, and subject to the same limits for each person, in an amount of not less than $300,000.00 on account of one incident or occurrence, and Property damage insurance on an amount of not less than $100,000.00.
Certificates of insurance evidencing the issuance of such insurance shall be submitted to and approved by County before the execution of this agreement by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30-days prior written notice had been given to County.

Each policy described in subparagraphs b and c, above, shall include an "Additional Insured" endorsement, naming County and its officers, employees and agents as additional insured under the policy.

7. Provider shall not assign, transfer or subcontract any interest in this agreement without the prior written consent of County, except that claims due or to become due to Provider from County under this agreement may be assigned by Provider to a bank, trust company or other financial institution without such approval. Written notice of any such assignment shall be furnished promptly to County. Any attempt at assignment of rights under this agreement, except for those specifically consented to by both parties or as stated above, shall be void.

8. This agreement shall commence on and be effective from and after July 1, 2007, and shall terminate on June 30, 2008. Thereafter, unless the parties otherwise provide, this agreement shall automatically renew for successive calendar quarters at the same rates and on the same terms and conditions as herein set forth.

9. Notwithstanding paragraph 8, above, either party may terminate this agreement upon 60 days prior written notice given to the other party by personnel delivery or United States Mail.

Such Notice, if to be given by County, shall be delivered to Glenn Medical Center, 1133 West Sycamore Street, Willows, California 95988, and if to be given by Provider, shall be delivered to County at Glenn County Personnel Department, 525 West Sycamore Street, Suite A, Willows, California 95988.
COUTNY OF GLENN

by: ____________________________
CHAIRMAN, Board of
Supervisors
Glenn County, California

GLENND MEDICAL CENTER

by: ____________________________
Woody Laughnan,
Administrator

ATTEST:

_____________________________
David Shoemaker, County Administrative Officer
and Clerk of the Board of Supervisors,
County of Glenn, California

APPROVED AS TO FORM:

___________________________
Thomas C. Ajin
COUNTY COUNSEL
Glenn County, California
EXHIBIT A

SERVICE ELEMENTS PROVIDED BY GLENN MEDICAL CENTER TO THE GLENN COUNTY PERSONNEL DEPARTMENT REIMBURSEMENT SCHEDULE

A. Routine Employment Physical Examination for County's Personnel Department shall be provided within one (1) working day of request and shall include:

1. Health History
2. Hearing
3. Vision
4. Blood Pressure, standing and lying
5. Height and weight
6. PPD
7. Urine Drug Screen, maintain chain of custody for County selected drug screen, performed by a NIDA-certified lab, includes:
   a. Amphetamines
   b. Cocaine Metabolites
   c. Marijuana Metabolites
   d. Opiate Metabolites
   e. PCP
   f. Barbiturates
8. Practitioner's evaluation of job fitness level
9. Department of Motor Vehicles affidavit, if required.

Results of each examination will be delivered to County's Personnel Department
within 48-72 hours of the date of the examination.

REIMBURSMENT, PER INCIDENT, A 1 through 8, ABOVE: $181.60.
REIMBURSMENT, PER INCIDENT, A 1 through 6, ABOVE: $140.00.

B. County selected drug screen as in A.7, above, without Routine Employment
   Physical Examination
   REIMBURSMENT, PER INCIDENT, ABOVE, $41.60

C. U.S. Department of Transportation Drug Screen, as above, without
   Barbiturates
   REIMBURSMENT, PER INCIDENT, C, ABOVE: $41.60.

D. Employment Chest X-RAY, (if PPD positive)*
   REIMBURSMENT< PER INCIENDT, D, ABOVE: $47.20

E. Lung Function, when added to Routine Employment Physical Examination
   REIMBURSMENT, PER INCIDENT, F, ABOVE: $58.40

(END OF EXHIBIT A)