

**FOURTH AMENDMENT TO SERVICE AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND
LISA GEISINGER, DBA ONCOTEAM**

The Agreement ("Agreement") entered into effective April 1, 2013, by and between the County of Santa Clara ("County"), and Lisa Geisinger, dba OncoTeam ("Contractor"), to provide Cancer Registry Case Finding and Abstracting Services is hereby amended as set forth below, effective July 1, 2017 ("Fourth Amendment").

Background

The purpose of this Fourth Amendment is to extend the term, provide additional funding, revise the scope of service, and add a revised Insurance Exhibit.

The Agreement is amended as follows:

1. **TERM OF AGREEMENT:** The term of the Agreement shall be extended for one (1) additional year through June 30, 2018, unless terminated in accordance with Attachment D: VI Standard Provisions, paragraph I. TERMINATION.
2. **MAXIMUM FINANCIAL OBLIGATION:** The maximum financial obligation shall not exceed \$150,000.00 for the period July 1, 2017 through June 30, 2018.
3. **Replace Attachment C: Scope of Services and Payment Schedule** with Attachment C-1: Scope of Services and Payment Schedule, which is attached hereto and incorporated herein by this reference.
4. **Replace Exhibit B-2: Insurance Requirements** in its entirety with Exhibit B-2 (Rev. 9/2016): Insurance Requirements, which is attached hereto and incorporated herein by this reference.

Except as set forth herein, all other terms and conditions of the Agreement as amended by this Fourth Amendment shall remain in full force and effect; provided, however in the event of any conflict between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Capitalized terms not otherwise defined herein shall have the same meanings assigned to them in the Agreement.

The Agreement, as amended by this Fourth Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

This Fourth Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

/

/

/

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this Fourth Amendment in duplicate originals as set forth below:

COUNTY:

DocuSigned by:
Paul Lorenz 6/8/2017
47ECF3A78343489...
Paul E. Lorenz Date
Chief Executive Officer
Santa Clara Valley Medical Center

CONTRACTOR:

Lisa Geisinger 5/16/17
Lisa Geisinger Date
Lisa Geisinger, dba OncoTeam

Approved By:

DocuSigned by:
Rene Santiago 6/14/2017
A968A3B7E216400...
Rene G. Santiago Date
Deputy County Executive
Santa Clara Valley Health & Hospital System

Approved By:

DocuSigned by:
John Cookinham 6/14/2017
C86CC078205C43A...
John Cookinham Date
Chief Financial Officer
Santa Clara Valley Health & Hospital System

Approved as to form and legality

DocuSigned by:
Jennifer Sprinkles 6/8/2017
6BD1532743364D4...
Jennifer S. Sprinkles Date
Deputy County Counsel

Attachment C-1

Scope of Service and Payment Schedule

1) Service Description and Expected Outcome

- a) Collect, summarize, manage, and analyze clinical cancer information for the purpose of processing, compiling, and reporting information as required by law in the State of California on cancer patients at Santa Clara Valley Medical Center. Data collected include demographics, cancer identification, diagnostic procedures, cancer-related treatment, and survival.

2) Deliverables, Milestones, Timeline for Performance

- a) The Contractor proposes to eliminate the case finding backlog within the term of this Agreement. All services will be performed at the sole discretion and prior approval of Santa Clara Valley Medical Center ("SCVMC") management.
- b) The Contractor will abstract cases as required by law in the State of California and will meet or exceed applicable standards of The Joint Commission ("TJC") and the American College of Surgeons. Abstracting will include all fields required by the American College of Surgeons; the Surveillance, Epidemiology, and End Results ("SEER") Program, and the California Cancer Registry.
- c) The Contractor will continue the work previously begun in the period of April 1, 2013 through June 30, 2018, with the approval of this Agreement. The time required for completion of any portion of the project is contingent upon the information and access provided by SCVMC, availability of key SCVMC personnel, and the options and hours selected and agreed upon by SCVMC and the Contractor.

3) Performance Standards

- a) The services described in the Agreement will be performed by qualified, well-trained cancer registrars. All training and Quality Assurance is the responsibility of the Contractor. The Contractor will abstract cancer cases as required by law in the State of California and will meet or exceed applicable standards of TJC and American College of Surgeons.

4) Payment Schedule

- a) The fees for the services performed for this Agreement are as follows (travel related expenses are included in all cost):
 - i) Cancer Registry Administrative Services \$65.00 per hour
(Case finding and follow-up and tumor board support)
 - ii) Cancer Registry Abstracting \$48.00 per abstract
- b) The total Administrative Services hours during the term if this Agreement will not exceed 500 hours. Abstracting fees are dependent upon the number of eligible cancer patients treated at SCVMC for the specified time period, not to exceed 2,000 cases during the term of this Agreement.

- c) The Contractor will submit monthly invoices with supporting documentation showing hours worked towards completion of deliverables/services under his Agreement to the satisfaction of the County.
- d) The Contractors invoices shall be in form that is acceptable to the County and shall include all supporting data and documentation required by the County. The supporting documentation must show each deliverable that was completed and the amount of hours worked to complete each deliverable.
- e) All reimbursements for travel shall comply with Attachment E: County Travel Policy.

**ATTACHMENT B-2
INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000
Rev. 9/2016**

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence- \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$1,000,000) combined single limit per

occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

- F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with

evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.