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File #:	A 14-224	Name:	Health Care Transformation Amendment #2
Type:	BoS Agreement	Status:	Consent Agenda
File created:	9/2/2014	In control:	Board of Supervisors
On agenda:	10/7/2014	Final action:	

Title: Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA-1101) with Health Care Transformations LLC (HCT) for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 for a revised total Agreement amount not to exceed \$276,800 in the aggregate.

Sponsors: Sid Cato

Attachments: [1. Health Care Transformation Amendment #2.pdf](#), [2. Completed Board Order](#)

[History \(0\)](#) [Board Report](#)

Title

Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA-1101) with Health Care Transformations LLC (HCT) for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 for a revised total Agreement amount not to exceed \$276,800 in the aggregate.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA-1101) with Health Care Transformations LLC (HCT) for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 for a revised total Agreement amount not to exceed \$276,800 in the aggregate.

SUMMARY/DISCUSSION:

NMC entered into an agreement with HCT, a national firm experienced in providing healthcare consulting services and interim professional placements, earlier this year for specialized consulting services to evaluate NMC's current Core Measure performance and processes and to implement best practices to improve performance. It was necessary to amend and renew the agreement to include the provision of an interim Infection Control Nurse for thirteen weeks. Since NMC's vacant position was not filled within thirteen weeks, it is necessary to increase the amount of the agreement for an additional \$88,400.

Operation of an acute care hospital requires that an individual be designated as the infection control officer to develop and implement policies governing control of infections and communicable diseases. This position is mandated by the Federal Conditions of Participation, State of California Title 22 Regulations and the Joint Commission standards.

Responsibilities for the position include the implementation of measures to identify, investigate, report, and to prevent and control of infections and communicable diseases.

The position of NMC Infection Control Nurse became vacant as of March 25, 2013 due to the resignation of the incumbent. The critical nature of the responsibilities of this position requires that there be no interruption in the provision of services. HCT is a national firm experienced in providing interim professional placements in healthcare positions such as Infection Control Nurse. HCT identified an Infection Control Nurse interim candidate that is meeting the needs of

NMC at this time. NMC has been utilizing this interim solution since March 26, 2014 and plans to continue utilizing this solution until the permanent position is filled, for up to an additional 13 weeks.

Infection Control Nursing Services may include some, or all, of the following duties: Identify, prevent and control outbreaks of infection in health care settings and the community. Collect, analyze and interpret infection-control data. Notify authorities about reportable diseases as required. Plan, implement, manage and evaluate infection prevention and control activities. Conduct infection control risk assessments for construction and renovation projects; equipment inspection, and pest control. Educate individuals and groups about the risk, prevention, transmission, and control of infection, disease-specific care, appropriate precautions, and appropriate assessments. Establish accepted standards and develop, implement, monitor and revise infection control policies and procedures to assure compliance with the standards. Investigate, manage and conduct surveillance of suspected and confirmed outbreaks of infection. Provide consultation on infection risk assessment, prevention, and control strategies. As a direct result of this work, NMC will be made safer; patients, staff and the community will be more protected and receive expert care.

The Core Measure consulting engagement started in February and was finished by May 1, 2014. The Infection Control consultant started work at NMC on March 26, 2014 and continues to work until the vacant position is filled and adequate overlap is provided because it is an essential position for the hospital and cannot be unfilled for any length of time.

Interviews have been conducted and the position has been offered and accepted by a candidate, with an anticipated start date of July 21, 2014. The required thirty day notice was provided to the contractor and the last day of work for the interim Infection Control Consultant will be August 8, 2014.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 2 as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Amendment No. 2 as to fiscal provisions. This Amendment No. 2 has also been reviewed and approved by Natividad Medical Center's Finance Committee on August 28, 2014 and by its Board of Trustees on September 12, 2014.

FINANCING:

The cost for this Amendment No. 2 is \$88,400 and is included in the Fiscal Year 2014/2015 Adopted Budget. There is no impact to the General Fund.

Prepared by: Jane Finney, Quality Control; 783-2502

Approved by: Kelly O'Keefe, M.D., PhD, FCAP, Interim CEO, 783-2553

Attachments: Amendment No. 2, Amendment No. 1, Original Agreement, Spend Sheet

Attachments on file with the Clerk to the Boards Office



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12807

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and directed the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (MYA-1101) with Health Care Transformations LLC (HCT) for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 for a revised total Agreement amount not to exceed \$276,800 in the aggregate.

PASSED AND ADOPTED on this 7th day of October 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None


ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on October 7, 2014.

Dated: October 7, 2014

File Number: A 14-224

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Health Care Transformation LLC AND
THE NATIVIDAD MEDICAL CENTER
FOR
Consulting and Interim Infection Control RN Services**

This Amendment No. 2 to Professional Services Agreement (“Agreement”), dated January 1, 2014 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Health Care Transformation, LLC (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on March 25, 2014 via Amendment No. 1; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$88,400 because of the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA 1101).
2. The last sentence in the Section entitled “PAYMENTS BY NMC” shall be amended by removing, *“The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”* and replacing it with *“The total amount payable by County to CONTRACTOR under Agreement No. (MYA 1101) shall not exceed the total sum of \$276,800 for the full term of the Agreement”*.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. MYA 1101)
5. The effective date of this Amendment is June 21, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 7/8/14

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer Brauer
Monterey County, Deputy County Counsel

Date: July 11, 2014

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 7-11-14

Contractor

Healthcare Transformation, LLC
Contractor's Business Name** (see instructions)

[Signature], VP
Signature of Chair, President, or Vice-President

J.J. Ewing, VP
Name and Title

Date: 6/18/14

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

J.J. Ewing Asst. Secretary
Name and Title

Date: 6/18/14

*****Instructions**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)