

Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("COUNTY"), and Healthcare Transformation Inc dba HCT Executive Interim Management and Consulting hereinafter "CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows:
Provide Interim Management Services

PAYMENTS BY COUNTY; COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.

TERM OF AGREEMENT; the term of this Agreement is from November 28, 2022 through November 27, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

COUNTY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A: Scope of Services/Payment Provisions
- Exhibit B: Rate Schedule
- Exhibit C: Confirmation Letter for Individual Assignment
- Exhibit D: Professional Interim Background Review
- Exhibit E: Confirmation Letter for Extension for Individual Assignment

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or

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supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. COUNTY (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (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 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 is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

5. INSURANCE:

- 5.1. 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, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

5.2. Qualifying Insurers: All coverage's 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-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

5.3. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.**
- 6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure

of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 7.2. COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.
9. Non-Discrimination: During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of



Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

12. **Notices:** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: HCT Executive Interim Management & Consulting
Attn: Diane Cuellar, Sr. Director, Administration & Client Services
Address: 875 N Michigan Ave, Suite 3100
City, State, Zip: Chicago, IL
FAX: 312-847-8000 x 207
Email: DianeC@HCTHealthcare.com

MISCELLANEOUS PROVISIONS:

- 13.1 **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.
- 13.3 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 **Contractor.** The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 13.5 **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 **Assignment and Subcontracting.** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.



- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

Original Agreement
With Healthcare Transformation Inc.
Interim Management Services



**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____


CONTRACTOR

Healthcare Transformation Inc dba HCT Executive Interim Management and Consulting
Contractor's Business Name*** (see instructions)

Amanda Meulemans
Signature of Chair, President, or Vice-President

Amanda Meulemans; Vice President of Business Development
Name and Title

Date: 11/22/2022

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

Diane Cuellar - VP, Client Services & Administration
Name and Title

Date: 11/22/2022

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Lee Smith
Monterey County Deputy County Counsel

Date: 11/22/2022

APPROVED AS TO FISCAL PROVISIONS

By: Jennifer Forsyth
Monterey County Deputy Auditor/Controller

Date: 11/23/2022

CONTRACTOR

Healthcare Transformation Inc dba HCT Executive Interim Management and Consulting
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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).

**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: Charles R. Harris
for Charles R. Harris, CEO Natividad

Date: 11/29/2022

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Healthcare Transformation Inc dba HCT Executive Interim Management and Consulting
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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).

EXHIBIT A: Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide interim management services to COUNTY to supplement its workforce. CONTRACTOR shall supply interim personnel who will have titles designated by COUNTY and who will work under COUNTY's direction, control, and supervision. CONTRACTOR provides services, whether directly or by a subcontractor, to COUNTY as defined in this Agreement.

II. CONTRACTOR Obligations:

A. THE PROFESSIONAL INTERIMS

1. CONTRACTOR is the employer of record for all of the persons, including employees or subcontractors, that CONTRACTOR sends to supplement COUNTY workforce (hereinafter "Professional Interim(s)").
2. CONTRACTOR will directly pay the wages and benefits, if any, of the Professional Interims and will reimburse the Professional Interims for expenses incurred during the assignment that are reimbursable pursuant to CONTRACTOR's policies, which may be changed by CONTRACTOR at any time.
3. COUNTY shall not discuss with any Professional Interim the amount of any compensation paid or to be paid to any Professional Interim by CONTRACTOR or the benefits, if any, provided or to be provided to any Professional Interim by CONTRACTOR.
4. CONTRACTOR shall only send persons to work at COUNTY premises who have been approved by COUNTY for the assignment and meet the competencies that were determined by the COUNTY prior to the search beginning. Professional interims may be employees of CONTRACTOR or independent contractors.
5. For each such person, CONTRACTOR and COUNTY will execute an addendum to this contract entitled Confirmation Letter for Individual Assignment in the form attached hereto as **EXHIBIT C ("Confirmation Letter for Individual Assignment")** that will confirm the hourly billing rate for each such person.
6. All CONTRACTOR employees are considered exempt, and therefore not eligible for overtime pay during any assignment.
7. CONTRACTOR shall provide COUNTY with a background review for each Professional Interim pursuant to **EXHIBIT D ("Professional Interim Background Review")** hereto.



B. PERFORMANCE

If COUNTY is dissatisfied with any Professional Interim, COUNTY shall give CONTRACTOR written notice of such dissatisfaction and the reason(s) therefore. Upon CONTRACTOR's receipt of such notice in writing, COUNTY designated supervisor of the Professional interim and CONTRACTOR shall, by the end of the second business day following the day on which the notice is received, jointly prepare a written improvement plan for the Professional Interim. If, between 14 and 28 days after agreement on the improvement plan, COUNTY gives written notice to CONTRACTOR that the Professional Interim is still not performing at an acceptable level, CONTRACTOR shall, within 14 days after the date on which the notice is received, provide to COUNTY, on the same financial terms set forth in the Confirmation Letter for Individual Assignment for a Professional Interim with whom COUNTY is dissatisfied, provide a replacement Professional Interim. In the event of such a replacement, COUNTY shall pay CONTRACTOR all amounts set forth in the Confirmation Letter for Individual Assignment for both the replaced Professional Interim through the date of replacement and for the replacement Professional Interim. In addition, COUNTY shall pay CONTRACTOR the cost of the replaced Professional Interim's travel home upon his or her replacement.

C. WORK SCHEDULE

During each two-week period of each Professional Interim's assignment with COUNTY, the Professional Interim's work schedule will be Monday through Friday of the first week and Monday through Thursday of the second week to allow the Interim Professional the opportunity to travel home during a three-day weekend once every other week. Each Professional Interim shall have the option of working on any Friday that would otherwise have been a day off, and instead accruing that day off for use at another time or times. Use of such accrued time off shall be coordinated between the Interim Professional and the person designated by COUNTY as the Interim Professional's direct supervisor. The person designated by COUNTY as the Interim Professional's direct supervisor shall have the right to withhold agreement to the use of accrued time off on dates proposed by the Interim Professional, but such agreement may not be unreasonably withheld. Each Professional Interim will have the option of working or not working on each federal holiday. If a Professional Interim chooses not to work on a federal holiday, COUNTY shall still pay CONTRACTOR the amount it would have been obligated to pay for a normal workday on which the Professional Interim worked for COUNTY. If a Professional Interim chooses to work on a federal holiday, COUNTY will pay CONTRACTOR 1.5 times the amount it would have been obligated to pay for a normal workday on which the Professional Interim worked for COUNTY. In the event that an alternate work schedule is agreed to in advance of an assignment being booked, the alternate schedule will be listed and agreed to on the **EXHIBIT C "Confirmation Letter for Individual Assignment"** the particular assignment in question.



D. ORIENTATION

CONTRACTOR encourages COUNTY to orient staff to the relevant unit, setting or program-specific policies and procedures.

E. REASSIGNMENT

The reassignment of staff will only be allowed if mutually agreed upon between the Professional Interim, the COUNTY and CONTRACTOR. Professional Interims may only be reassigned to areas of practice within their clinical competence.

III. COUNTY Obligations:

A. REPORTING OF INCIDENTALS INVOLVING STAFF

COUNTY shall report to CONTRACTOR any unexpected incident known to involve any assigned Professional Interim. These include, but are not limited to, errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to assignment Professional Interims, and any safety hazards known to be related to the Services provided by CONTRACTOR's Professional Interims if the incident may have an adverse impact on the Customer or Agency.

B. EMPLOYMENT OR PLACEMENT OF PROFESSIONAL INTERIM BY COUNTY

If, within one year of the last day on which any Professional Interim supplied to COUNTY by CONTRACTOR completes his or her assignment with COUNTY, COUNTY (a) employs or otherwise engages (e.g., as an independent contractor) such Professional Interim either directly or through any person or entity other than CONTRACTOR or (b) refers or identifies such Professional Interim to any other person or entity that employs or otherwise engages (e.g., as an independent contractor) such Professional Interim other than through CONTRACTOR, COUNTY shall pay CONTRACTOR an amount equal to 25% of each such person's total compensation for the first year of such new employment or engagement.

IV. OTHER TERMS AND CONDITIONS ASSOCIATED WITH TEMPORARY EMPLOYEES:

- a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.

- d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- f. The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- g. **TEMPORARY EMPLOYMENT ASSIGNMENT:** CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Human Resources Administrator bouveaj@natividad.com when an individual employee's hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
- h. **An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).**
- i. **NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.**

V. Pricing/Fees:

- a. **Additional Payment Provisions:** CONTRACTOR shall provide an invoice for services rendered showing services were performed, the County Purchase Order Number, the position and a copy of the timecard for each employee of the CONTRACTOR. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- b. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other COUNTY for the same services performed by the same individuals.
- c. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

- d. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- e. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

A handwritten signature in black ink, appearing to be a stylized 'H' or similar character, located in the bottom right corner of the page.

EXHIBIT B – RATE SCHEDULE

Title / Specialty	Weekly Min	Weekly Max
Manager, Clinical & Non-Clinical, Consultants (includes ICP, Quality Analyst, CDI, Medical Staff Office, etc.)	\$7,800 / \$195 Hourly	\$9,000 / \$225 Hourly
Educators (All Specialties)	\$7,900 / \$197.50 Hourly	\$10,000 / \$250 Hourly
Director, Clinical & Non-Clinical	\$ 8,300 / \$207.50 Hourly	\$10,200 / \$255 Hourly
Director, Consultant	\$8,400 / \$210 Hourly	\$11,400 / \$285 Hourly
CNO/CCP/VP, COO, CFO/VP Finance, Patient Care Services	\$8,400 / \$210 Hourly	\$12,400 / \$310 Hourly
CMO	\$12,400 / \$310 Hourly	\$17,400 / \$435 Hourly
CEO	\$12,400 / \$310 Hourly	\$19,400 / \$485 Hourly

PROFESSIONAL FEES STATED ABOVE ARE ALL INCLUSIVE.



EXHIBIT C - CONFIRMATION LETTER FOR INDIVIDUAL ASSIGNMENT

Client Name & Facility Location:
Professional Interim Position:
Professional Interim Name:
Assignment Start Date:
Assignment End Date:

ASSIGNMENT DURATION AND EXTENSION

The initial guaranteed term of this agreement is determined by the Assignment Start Date and Assignment End Date found on this **EXHIBIT C**.

Subsequent terms or extensions for an agreed upon amount of time may be requested by the Professional Interim's direct supervisor at the COUNTY Site or an authorized COUNTY Representative, as agreed upon in advance and confirmed by executing **EXHIBIT E – Confirmation of Extension for Individual Assignment**.

WEEKLY PROFESSIONAL INTERIM FEE

COUNTY shall pay HCT at the rate of \$ _____ per work week (ALL INCLUSIVE) for the duration of the assignment.

COUNTY Review & Acceptance

Signature: _____
Title: _____
Date: _____
Phone Number: _____

HCT Review & Acceptance

Signature
:
Title: _____
Date: _____



EXHIBIT D – PROFESSIONAL INTERIM BACKGROUND REVIEW

CONTRACTOR completes a background review of each Professional Interim as follows:

- (I) Proof of current licensure and/or certification from a state of the United States, including any specialties required for the particular assignment. CONTRACTOR shall verify that Professional Interim's current driver's license, passport, or government-issued photo identification card match the name on the license(s) and/or certificate(s). If a Professional Interim who is licensed and/or certified by a state other than the state in which the COUNTY site is located, COUNTY agrees that such Professional Interim may work at the COUNTY site pending approval of his or her license and/or certification application by the state in which the COUNTY site is located under the title of "Leadership Consultant".
- (II) If applicable, proof of current valid CPR certification.
- (III) Negative 10-panel Drug Screen preformed within 30 days of the assignment start date.
- (IV) Proof of compliance with applicable immigration laws.
- (V) Current health history dated within the past 12 months on file with CONTRACTOR, including a record of immunizations and identified physical limitations, if any. CONTRACTOR shall maintain on file a current written release form from the Professional Interim(s) assigned under this Agreement to permit COUNTY to access the Professional Interim(s) medical information. Information on physical limitations or impairments and other medical information shall be collected and maintained in accordance with applicable law.
- (VI) CONTRACTOR shall ensure that each Professional Interim is able to speak, write, and read the English language sufficiently to communicate with patients and staff and to complete required documentation.
- (VII) Prior to the beginning of each Professional Interim's assignment with COUNTY, CONTRACTOR shall provide to COUNTY, each of the following documents with respect to such Professional Interim:
 - 1. the completion of a two-step tuberculin skin test if no evidence of ever having a tuberculin skin test is available;
 - 2. the completion of a single Tuberculin Skin Test with documented evidence of either (a) a negative skin test within the last twelve months or (b) documented evidence of two previous negative skin tests; if it has been more than twelve months since the last negative skin test: the completion of a two-step tuberculin skin test (within the last six months) or
 - 3. evidence that each Professional Interim is free of symptoms of pulmonary disease if the skin test is positive, by evidence of a clear chest x-ray following a positive **TB** test result, followed by evidence of annual symptoms review. Updated chest x-ray shall be required if last recorded chest x-ray is more than four (4) years prior to the effective date of Professional Interim's assignment, or if positive TB skin test result is within the last twelve (12) months. Additionally, Professional Interim shall provide evidence of physical examination, proof of rubella, and rubeola immunity by positive antibody titers or two (2) doses of MMR, and evidence of completion of the series of three **hepatitis B** vaccinations (if required by applicable law or COUNTY policy) or signed declination of immunizations as allowed by the COUNTY.



(VIII) Complete COVID 19 Vaccination including booster for employment on-site.

(IX) CONTRACTOR will provide to COUNTY, prior to any Professional Interim beginning his or her assignment with COUNTY, a written report showing the results of each of the following searches regarding the Professional Interim:

1. 7-year criminal background check in each state in which the Professional Interim has informed CONTRACTOR that he or she has, during that 7-year period, resided;
2. A nationwide sexual offender registry search;
3. A search of the exclusion lists maintained by the Office of Inspector General of the U. S. Department of Health and of the U.S. General Services Administration;
4. Professional disciplinary actions in any state in which the Professional Interim has informed CONTRACTOR that he or she has, during the past 7 years, maintained a professional license or certification.

In the event that the results of any of the foregoing are reasonably unacceptable to COUNTY, COUNTY shall have the right to reject the Professional Interim by giving CONTRACTOR written notice of the rejection and the reason(s) therefore. Upon receipt of such notice, CONTRACTOR shall have 14 days in which to substitute another Professional Interim.

COUNTY acknowledges that, with respect to all drug screening (item iii, above), health history (item v above, tuberculosis and hepatitis B information (item vii above), and background check information (item viii, above), CONTRACTOR's sole obligation is to request such information from third parties, and to pass along to COUNTY the results sent to CONTRACTOR by such third parties. CONTRACTOR expressly disclaims any responsibility for the accuracy of any such results, and COUNTY hereby releases, remises, and forever discharges CONTRACTOR and each of its officers, directors, shareholders and employees from any and all liability arising out of or relating in any way to any such results with the sole exception of liability premised upon CONTRACTOR altering any such results obtained from any third party before passing such results along to COUNTY.



EXHIBIT E - Confirmation Letter for Extension for Individual Assignment

Professional Interim
Professional Interim Name:

The original guaranteed term of this assignment began on _____ and will end on _____ . HCT has been notified that an extension is requested. Please initial next to one the requested terms for extension below:

- 1. _____ This assignment shall remain active and in place until a 30-day advanced written notice to terminate the assignment has been received by COUNTY or CONTRACTOR.
- 2. _____ This assignment shall be extended for an agreed upon length of time.

Extension Start Date _____

Extension End Date _____

ASSIGNMENT EXTENSION DURATION AND ADDITIONAL EXTENSIONS

The terms of this extension are outlined above. Upon completion of the extension term, CONTRACTOR will attempt to accommodate COUNTY's requests to extend the duration of this assignment consistent with CONTRACTOR's needs for the services of the Professional Interim to provide services to another client and consistent with the desires of the Professional Interim. Subsequent extensions for an agreed upon amount of time may be requested by the Professional Interim's direct supervisor at the COUNTY Site or an authorized COUNTY Representative, as agreed upon in advance and confirmed by executing an additional **EXHIBIT E – Confirmation of Extension for Individual Assignment**.

All other terms of the Confirmation Letter for Individual Assignment will apply.

COUNTY Review & Acceptance

Signature: _____

Title: _____

Date: _____

Phone Number: _____

HCT Review & Acceptance

Signature: _____

Title: _____

Date: _____

