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**File #:** A 13-083      **Name:** Soliant Helath Inc. Amendment #2  
**Type:** BoS Agreement      **Status:** Consent Agenda  
**File created:** 5/18/2013      **In control:** Board of Supervisors  
**On agenda:** 6/18/2013      **Final action:**

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12367) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2015 and adding \$400,000 (over two years) for a revised total Agreement amount not to exceed \$600,000 in the aggregate.

**Sponsors:** Sid Cato

**Attachments:** 1. [Soliant Health Amendment #2](#), 2. [Completed Board Order](#)

[History \(0\)](#)   [Text](#)

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12367) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2015 and adding \$400,000 (over two years) for a revised total Agreement amount not to exceed \$600,000 in the aggregate.

**Report**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12367) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2015 and adding \$400,000 (over two years) for a revised total Agreement amount not to exceed \$600,000 in the aggregate.

**SUMMARY/DISCUSSION:**

NMC pharmacy moved to 24/7 round the clock coverage in October 2011. This required the hire of two pharmacists to staff a newly created night shift. For the year October 2011 to October 2012 the employee turnover rate has been 150% for this position. It takes 2 months to find and hire a night shift pharmacist and 2.5 months to train them. The night shift pharmacist runs the pharmacy and must be able to handle any situation alone. To cover the night shift on an interim basis it is necessary to move experienced day shift employees to night shift. The day shifts must then be covered to ensure continuity of pharmacy services. Temporary Pharmacists from Soliant Health need to be brought in when there is a need for emergency staffing.

NMC has experienced two periods with short night shift coverage. The first period required the coverage of one night pharmacist in May 2012. A Soliant Health pharmacist was used May 21 to July 14. The second period eventually required the coverage of two night pharmacists beginning August of 2012 and will end the middle of December 2012 when the newly hired pharmacist starts on the night shift. This required Soliant Health coverage from August 28 to the present. Soliant Health pharmacists have been used for five months this year.

Pharmacy was without a contract like Soliant Health, for the first part of the first coverage period. In addition to the vacated night shift position one pharmacist was on maternity leave. Pharmacy does not have the excess capacity to cover more than a 1 FTE absence. This required pharmacy to severely curtail services and almost resulted in the end of 24/7 coverage. Without a staffing services company pharmacy would be unable to continue service levels and endanger patient safety.

With a 150% night shift employee turnover rate it is reasonable to conclude that there will be additional short staffing periods in the

NMC pharmacy. In addition, other likely scenarios such as a maternity leave, family leave, or approved vacation could impact pharmacy staffing in the future. With this Amendment pharmacy maintains a valid contract with Soliant Health and will be able to meet any temporary staffing needs that might arise in the future.

**Business Automobile Insurance and Endorsement Exemption**

Business Automobile Liability Insurance requirements are waived for this vendor. There is no risk or exposure regarding vehicles. Contractors do not travel onto County property.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 2 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 2 as to fiscal provisions. The Amendment No. 2 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment No. 2 is \$400,000. \$200,000 is included in the Fiscal Year 2013/2014 Recommended Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Jason Warren, Pharmacy Director, 772-7720

Approved by: Harry Weis, Chief Executive Officer, 783-2553

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

Attachments on file with the Clerk to the Boards Office



# Monterey County

## Board Order

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

### Agreement No. A-12367

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12367) with Soliant Health Inc. for Temporary Staffing Services at NMC, extending the Agreement to June 30, 2015 and adding \$400,000 (over two years) for a revised total Agreement amount not to exceed \$600,000 in the aggregate.

PASSED AND ADOPTED on this 18th day of June 2013, 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 76 for the meeting on June 18, 2013.

Dated: June 20, 2013  
File Number: A 13-083

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 Soliant Health Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Temporary Staffing Services**

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated April 15, 2012, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Soliant Health Inc. (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on November 6, 2012 via Amendment No. 1; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and 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. MYA427).
2. Section 1. "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. (MYA427) shall not exceed the total sum of \$600,000 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from April 15, 2012 to April 14, 2013 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 15, 2012 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 2 and all previous amendments shall be attached to the original Agreement (No. MYA427).
6. The effective date of this Amendment is July 1, 2013.

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: 4/23/13

APPROVED AS TO LEGAL PROVISIONS

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

Date: May 2, 2013

APPROVED AS TO FISCAL PROVISIONS

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

Date: 5-2-13

Contractor

Soliant Health, Inc.  
Contractor's Business Name\*\*\* (see instructions)

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

Kimberly Anders, Regional Manager  
Name and Title

Date: 4/8/2013

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

ANDRE WOJCIK; ACCT. EXECUTIVE  
Name and Title

Date: 4/8/13

\*\*\*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)