

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-11276

Authorize the Purchasing Manager for Natividad Medical)
Center (NMC) to extend Master Agreement (RFP #10093))
between NMC and all Nursing Registry Agency's currently)
providing services at NMC in an amount not to exceed)
\$2,000,000 for the term July 1, 2011 through June 30, 2012...)

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to extend Master Agreement (RFP #10093) between NMC and all Nursing Registry Agency's currently providing services at NMC in an amount not to exceed \$2,000,000 for the term July 1, 2011 through June 30, 2012.

PASSED AND ADOPTED on this 28th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, and Parker

NOES: None

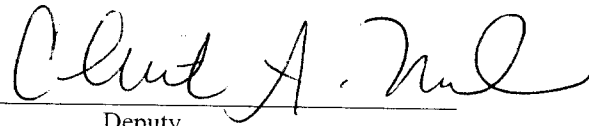
ABSENT: Supervisors Armenta and Potter

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 75 for the meeting on June 28, 2011.

Dated: June 29, 2011

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

By



Deputy

AGREEMENT TO PROVIDE REGISTRY NURSING FOR MONTEREY COUNTY NATIVIDAD MEDICAL CENTER

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10093 for Registry Nursing in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP # 10093 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10093. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 10093 dated March 7, 2008

Addendum #1

CONTRACTOR'S Proposal dated April 2, 2008 including all attachments and exhibits, to RFP # 10093

AGREEMENT including Exhibits

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the

contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP # 10093, Addendum No. 1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 The selected CONTRACTOR (s) duties shall include but are not limited to:
 - 1.1.1 Provide registered nurses who have current and valid licensure through the California Board of Registered Nursing, for a time period of one day per diem, up to a 13 week assignment.
 - 1.1.2 Provide registered nurses who have current certifications specific to the unit of assignments, (i.e. BLS, ACLS, PALS, NRP, for a time period of one day per diem, up to a 13 week assignment.
 - 1.1.3 Provide a contact person who will be available to the facility via phone 24 hours per day, seven (7) days per week.
 - 1.1.4 Utilize at it's own cost and expense an online staffing software system in conjunction with NMC.
- 1.2 CONTRACTOR shall notify the County of Monterey immediately upon the occurrence of any event or circumstance that may affect the completion of the assignments.
- 1.3 CONTRACTOR shall make all reasonable efforts to immediately replace any registered nurse who does not complete his/her assignments.
- 1.4 Orientation: Registry Nurses shall receive at least 12 hours of orientation from the Facility. Facility shall not be charged orientation. Registry Nurses shall read the Natividad Medical Center Orientation Manual and sign a statement attesting to this fact. The manual will be provided once the award(s) has been made.

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011, with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 2.2 The 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.
- 2.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 2.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A attached hereto.
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.5 Invoice amounts shall be billed directly to the ordering department.
- 3.6 CONTRACTOR shall reference the AGREEMENT number and RFP # 10093 on all invoices submitted to the County. CONTRACTOR shall 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 the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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.
- 3.7 Doubletime: All Doubletime hours require prior written approval by County Department to which the relevant Staff is assigned.
- 3.8 Per Diem: County shall use their best efforts to request Registry Nurses to fill a Per Diem Staffing need at least two (2) hours prior to the applicable reporting time. If County requests a particular person, CONTRACTOR shall assign that person to such Facility if the person is available, satisfies the County requirements, and is ready, willing and able to work.
- 3.8.1 When County cancels a request for Per Diem Staff less than two (2) hours before the scheduled start of a shift or assignment, and Registry Nurses cannot be contacted by CONTRACTOR prior to reporting to the County for work, the County will pay CONTRACTOR for two (2) hours in accordance with the applicable rate structure.
- 3.8.2 If a Registry Nurse is no longer needed by County after reporting for work and beginning his or her assignment, the Registry Nurse may be cancelled by County. Under these circumstances, CONTRACTOR shall be paid for the actual hours

worked by Registry Nurses, or two (2) hours, whichever is greater, in accordance with the applicable rate structure. CONTRACTOR shall be solely responsible for satisfying any reporting time pay obligations due Registry Nurses under state or federal wage and hour laws.

- 3.8.3 When CONTRACTOR cancels a confirmed assignment for Per Diem Nurses less than two (2) hours prior to the scheduled start of a shift or assignment, and CONTRACTOR cannot replace that Registry Nurse with a substitute acceptable to County per the terms of this AGREEMENT, CONTRACTOR shall pay the County a late cancellation fee equal to two (2) hours multiplied by such Registry Nurse's hourly rate.
- 3.9 Travel Nurses: When County cancels a confirmed assignment for Travel Nurses less than two (2) weeks prior to the scheduled start of a shift or assignment County shall pay CONTRACTOR a late cancellation fee equal to two (2) weeks multiplied by such Nurse's hourly rate.
- 3.9.1 When CONTRACTOR cancels a confirmed assignment for Travel Nurses less than two (2) weeks prior to the scheduled start of a shift or assignment, and County cannot replace that Nurse with a substitute acceptable to County per the terms of this AGREEMENT, CONTRACTOR shall pay County a late cancellation fee equal to two (2) weeks multiplied by such Nurse's hourly rate.
- 3.10 Conversion: County will pay no fees to CONTRACTOR if Nurse accepts offers of employment with County, as long as conversion occurs after the completion of one (1) thirteen (13) week travel assignment.

4.0 COMPLIANCE

- 4.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- 4.2 In accordance with the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), CONTRACTOR assures that any Protected Health Information that is disclosed to CONTRACTOR or its REGISTRY NURSES will be used only as required by law, will be appropriately safeguarded to prevent non-permitted use or disclosure of Protected Health Information, and that CONTRACTOR and all of its officers and will be bound by the requirements of HIPPA.

5. ADDITIONAL REQUIREMENTS

5.1 CONTRACTOR will provide County with background information on each Registry Nurse prior to commencement of assignment to include:

- 5.1.1 Resume
- 5.1.2 Skills and clinical competency checklist
- 5.1.3 References
- 5.1.4 Proof of valid state licensure
- 5.1.5 Federal Criminal background check, all inclusive
- 5.1.6 Copy of Basic Cardiac Life Support (BCLS), and all applicable advanced certifications such as Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), Advanced Cardiac Life Support (ACLS), and a current tuberculosis screening (PPD)
- 5.1.7 Proof of physical exam
- 5.1.8 A ten (10) panel drug screen
- 5.1.9 Proof of current immunizations for Rubella, Measles, Varicella, Hepatitis B, and current TB test or Chest X-ray if appropriate

6.0 ACCESS TO RECORDS

At any time during or after the term of this AGREEMENT, all books, documents and records of CONTRACTOR relating to its performance under this AGREEMENT, including without limitation all federal, state and local tax withholding and other filings and records related to workers' compensation, shall be available for reasonable inspection at any time during CONTRACTOR's normal business hours upon reasonable notice.

7.0 CANCELLATION PROVISIONS

- 7.1 Cancellation with cause: If County concludes, in its sole discretion, that Registry Nurses assigned to County by CONTRACTOR are not performing their duties in a satisfactory manner or that Registry Nurses otherwise fail to satisfy the requirements of County hereof, said Registry Nurses shall not be permitted to continue working at County Facility. Under such circumstances, the County may immediately terminate Registry Nurse's assignment and ask Registry Nurse to leave County property. County shall immediately inform CONTRACTOR of any such action and shall not owe any penalties or other fees as a result of such termination.
- 7.2 Cancellation without cause / Guaranteed hours: County guarantees that each Registry Nurse with a Long-Term Staffing assignment will be given 72 hours per pay period; provided, however, that County is allowed to cancel three (3) shifts per 13 week assignment without charge. For any cancellation of assignment without "cause", County

agrees to provide 2-weeks notice. If County is unable to provide 2 weeks notice, CONTRACTOR may charge County for 72 hours of work at the applicable bill rate.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE

9.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this 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 CONTRACTOR.

9.2 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 the County's Purchasing Officer.

9.3 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:

- 9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.
- 9.3.2 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 \$1,000,000 per occurrence.
- 9.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others 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.
- 9.3.4 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.

9.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the 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.

- 9.5** Each liability policy shall provide that the 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 insureds 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.

- 9.6 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 9.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The 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.
- 9.8 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 County's Contract Administrator and County's Contracts/Purchasing Division. 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 this AGREEMENT immediately.

10.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Name of Contact _____

Address _____

Tel. No. _____ FAX No. _____

Email _____

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Auditor/Controller

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

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Assistant County Counsel

Dated: _____

*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. 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. 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.