



**PERSONAL SERVICES AGREEMENT
BETWEEN
HARTNELL COLLEGE FOUNDATION AND
County of Monterey, on behalf of the Monterey County Health Department**

This Agreement is entered into by and between HARTNELL COLLEGE FOUNDATION, hereinafter referred to as "Foundation" and County of Monterey, on behalf of the Monterey County Health Department, hereinafter referred to as "Contractor."

WHEREAS: The Foundation has a need for certain services to be provided for the benefit of the Hartnell College for valuable consideration; and

WHEREAS: The Foundation finds the Contractor possesses the qualifications and abilities to perform the needed work and services for the Foundation; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, and stipulations hereinafter, expressed and intending to be legally bound, and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. **SCOPE OF WORK.** Foundation hereby engages Contractor to perform and Contractor hereby agrees to perform the services described in detail in Exhibit A "Scope of Work" attached hereto and incorporated by reference. Services to be provided are generally described as follows:

1.1. Contractor will provide assessment, interview, and analytical services to provide Hartnell with a data report on workforce trends for Nursing, Allied Health, and Public Health Professions to assist in the projection of anticipated health care workforce employment opportunities and current educational programs available designed to meet employer needs in Monterey, Santa Cruz, and San Benito counties.

2. **DEFINITIONS.** For purposes of this contract, the following definitions shall apply:

2.1. "Services" shall mean the services provided by County of Monterey, on behalf of the Monterey County Health Department

3. **TERM AND TERMINATION.** The term of this Agreement is from April 29, 2016 to August 31, 2016. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 18, "Notices." Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.

4. **COMPENSATION FOR SERVICES.** The Foundation shall pay the Contractor as full consideration for complete and faithful performance of the Contractor's obligations as set forth in Exhibit B "Compensation" attached hereto and incorporated herein by this reference, or as set

forth by this Agreement. The total amount payable to Contractor under this Agreement shall not exceed the sum of twenty-five thousand four hundred and sixty dollars (\$25,460).

- 5. PAYMENT OF CONTRACTOR INVOICES.** Contractor will invoice Foundation for services rendered. Invoices are payable by the Foundation within thirty (30) days of receipt of the invoice by the Foundation. In order to resolve any dispute regarding any invoice submitted, the time period for payment shall be extended by a reasonable amount of time. Should a delay in payment occur beyond a reasonable time period, Contractor, at its discretion, may suspend performing services under this Agreement until payment is current.
- 6. COLLABORATION.** Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Agreement. Foundation understands and acknowledges that any delay in actions necessary to meet Foundation's obligations under this Agreement, may result in additional fees levied by the Contractor or the Contractor's inability to meet specific obligations or deadlines required to fulfill this Agreement. The outcome of such an event shall not be considered non-performance by Contractor.
- 7. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, Foundation shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor's sub-contractors.
- 8. INDEMNIFICATION.**

 - 8.1.** Contractor shall indemnify, defend, and hold harmless the Foundation, 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 the Foundation 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 Foundation. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Foundation. The Contractor shall reimburse the Foundation for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Foundation is obligated to indemnify, defend and hold harmless the Foundation under this Agreement.
 - 8.2.** Foundation shall indemnify, defend, and hold harmless the Contractor, 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 Contractor. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Contractor. The Foundation shall reimburse the Contractor 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 Contractor under this Agreement.



9. LICENSES & ASSURANCES. Contractor assures that Contractor possesses the required licenses or expertise to perform all of the services which it has agreed to perform pursuant to this Agreement. Contractor will maintain appropriate or required licensure in full force and effect during the term of this Agreement.

10. INSURANCE.

10.1 Both parties will each maintain general liability insurance or self-insurance of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extension thereof. Such insurance or self-insurance will be maintained with an insurance company or companies authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior (90) day written notice to the other party as specified in Paragraph 18 "Notices."

10.2 Contractor shall endeavor to file a current Certificate of Insurance or letter of self-insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

11. STANDARD OF CARE. The Contractor warrants that Contractor's services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantees are included or intended in this Agreement, or in any report, opinion, deliverable work product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the consultant concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title, or otherwise.

12. CONFIDENTIALITY. Contractor and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the Foundation or prepared in connection with the performance of this Agreement, unless Contractor is specifically authorized in writing to disclose such records or information. Contractor shall promptly transmit to Foundation 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.

13. MAINTENANCE/RETENTION/ACCESS OF RECORDS.

12.1. Contractor shall prepare and maintain all reports and records utilized to perform services under this Agreement that may be required by federal, state, or Foundation rules and regulations and shall furnish those reports and records upon request.

12.2. Contractor shall surrender to the Foundation all reports and records that may be required by federal, state or Foundation rules and regulations related to services performed under this



Agreement. The Foundation shall retain such records for a period of at least three (3) years after Contractor's receipt of final payment under this Agreement or any extension thereof. Should any litigation, claim, negotiation, audit exception, or other action relating to this Agreement be pending at the end of the retention period, the Foundation shall retain said reports and records until such action is resolved.

12.3. Contractor shall permit access by the Foundation and by representatives of any federal or state agency or private organization providing funds for, or as a result of, services performed under this Agreement, upon reasonable notice at any time, but in any case no less than twenty-four (24) hours notice, to reports, records, and other sources of information as the inspecting party may deem appropriate for their purposes.

14. SUCCESSORS AND ASSIGNS. This Agreement and the rights, privileges, duties, and obligation of the parties hereunder, 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.

15. BREACH OF CONTRACT. Should either party breach this Agreement, the non-breaching party shall notify the breaching party of said breach in writing as specified in Paragraph 18 "Notices." Breaching party shall have fifteen (15) days in which to cure said breach or the non-breaching party may terminate the contract as specified herein as well as avail itself of any and all other legal remedies.

16. WAIVER. No waiver of any breach of this contract shall be construed to be a waiver of any other breach or any subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of the parties to enforce at any time any of the provisions of this Agreement, or require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to thereafter enforce each and every such provision.

17. AMENDMENTS/ADDENDUM. This Agreement may not be modified; neither amended nor written directions provided within the general scope of any services under this contract, except in writing signed by a duly authorized representative of each party as stipulated by Paragraph 18, "Notice." No other act, usage, or custom shall be deemed to amend or modify this Agreement.

18. NOTICES. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

HARTNELL COLLEGE FOUNDATION
Attention: Executive Director of Advancement



HARTNELL COLLEGE FOUNDATION

411 Central Avenue
Salinas, CA 93901

CONTRACTOR:
Monterey County Health Department
Attention: Director of Health
1270 Natividad Road
Salinas, CA 93906

- 19. RULES OF CONSTRUCTION.** The parties hereto participated jointly in the negotiation and preparation of this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- 20. SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of this Agreement.
- 21. NON-EXCLUSIVITY.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive and, that without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from contemplating, or participating in, similar business arrangements as those described herein, with other parties.
- 22. RIGHTS GRANTED.** The Foundation and Contractor shall each have the right to use all data, reports, or records collected or generated under this Agreement only in the context and for the purposes intended, without written permission by the other party. Nothing in this Agreement shall prohibit or limit the use of ideas, adaptations, formats, concepts, know-how, methods, models, data, techniques, skill knowledge, or experience utilized, developed or gained by either party in connection with this Agreement. The Agreement shall not create any rights or benefits to any persons or entities other than the Foundation and Contractor.
- 23. NON-SOLICITATION OF EMPLOYEES.** During and for one (1) year after the term of this Agreement, Foundation will not solicit the employment of, or employ the Contractor's personnel, without the Contractor's prior written consent.
- 24. NON-DISCRIMINATION.** During the performance of this Agreement, neither the Foundation nor the Contractor will unlawfully discriminate, harass, or allow harassment against any employee or student on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the two parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein, notwithstanding amendments duly made in writing and signed by both



parties. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

- 26. ASSIGNABILITY & BINDING EFFECT.** Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If there is a valid assignment, subcontract, or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 27. DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION.** Contractor certifies as required by Executive Order 12549, that Contractor and its principles are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the contractor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with the making of any federal grant or cooperative agreement.
- 28. DRUG-FREE WORKPLACE.** Contractor certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1998.
- 29. FORCE MAJEURE.** Neither party shall be liable for nonperformance, defective performance, or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside either party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.
- 30. COMPONENTS AND REFERENCES.** All components and representations contained herein are incorporated by reference. Should elements of Agreement and/or proposal be in disagreement, then Agreement shall control.
- 31. HEADINGS.** Headings or captions on the paragraphs, sections, or subsections of this Agreement are solely for convenience and reference only, and shall not be interpreted to explain, modify, amplify, or aid in the interpretation, construction, meaning, or validity of the provisions of this Agreement or affect any rights, obligations, or responsibilities of the parties arising hereunder.



32. TENSE, NUMBER, AND GENDER. Each tense, number and gender in this Agreement shall include any other tense, number, or gender where the context and the parties hereto or the context and references herein shall require.

33. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement.


34. APPLICABLE LAW. The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

35. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts. Each counterpart executed as original or facsimile of original, shall have the full force and effect of an original.

36. AUTHORITY. An individual executing this Agreement on behalf of an entity hereby represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date first above-written.


Hartnell College Foundation

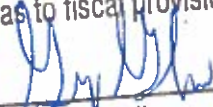
By: 
Jackie Cruz
Executive Director of Advancement

By: _____
Elsa Mendoza Jimenez, MPH
Interim Director of Health

Date: 4-28-16

Date: _____

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 5-19-16

MONTEREY COUNTY



DEPARTMENT OF HEALTH Ray Bullick, Director

ANIMAL SERVICES
BEHAVIORAL HEALTH
CLINIC SERVICES

EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH

PUBLIC HEALTH
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

Proposal for Assessment and Survey Services

This proposal is for assessment, interview, and analytical services provided by Monterey County Health Department (MCHD) to Hartnell Community College (Hartnell). The purpose of this activity is to provide Hartnell with a data report on workforce trends for Nursing, Allied Health, and Public Health Professions to assist in the projection of anticipated health care workforce employment opportunities and current educational programs available designed to meet employer needs in Monterey, Santa Cruz, and San Benito counties (Tri-County).

Detailed Scope of Work

Elements	MCHD Tasks	Hartnell Workgroup Tasks
MCHD will conduct a scan of secondary data from publically available sources that provide employment projections. Sources will include but not be limited to the California Office of State Hospital Planning and Development, Employment Development Department, Department of Education, California Hospital Association, Centers of Excellence, UCSF Center for Health Professions, WIB, CA Healthcare Foundation and Health Resources and Services Administration.	Search data sources; collect and organize retrieved data	
Using the EDD healthcare worker categories presented below, MCHD will survey Tri-County representatives of seven hospitals (SVMH, CHOMP, MEE, NMC, Watsonville, Dominican, and Hazel Hopkins) and clinics operated by those hospitals, MCHD, Clinica de Valle, and Salud Para la Gente, to the extent these entities are willing to participate. Only quantitative data will be collected.	Conduct surveys with Hartnell-identified representatives of the hospitals and clinics. Provide Hartnell with details needed to request survey participation. Draft survey instrument will be finalized with Hartnell input and approval.	Hartnell Workgroup will provide MCHD with a recommended contact list (name, phone, email) for the persons to be surveyed. Hartnell Workgroup will communicate with all persons to be surveyed to gain their commitment to participate.
Contact healthcare education programs at Hartnell, MPC, Brandman, Cabrillo, UCSC, and CSUMB to learn enrollment and graduation rates.		Hartnell Workgroup will contact all data sources to collect health care education program information. Data will be organized for inclusion in an infographic report.
Assemble all collected data and create an infographic-formatted report that crosswalks between projected health care industry growth, anticipated local employer needs, and availability of local healthcare education programs.	Infographic to consist of one draft and one revision.	Hartnell Workgroup will review and provide comment on draft infographic report.

EDD healthcare worker categories

Master's or Bachelor's Degrees required:

- Dietitians and Nutritionists
- Medical and Health Services Managers
- Occupational Therapists
- Physician Assistants
- Public Health Professionals
- Physicians, mental/behavioral health and health administration to the types of professions.

Associate Degree or Some College

- Cardiovascular Technologists and Technicians
- Dental Hygienists
- Diagnostic Medical Sonographers
- Emergency Medical Technicians and Paramedics
- Licensed Vocational Nurses
- Medical Records and Health Information Technicians
- Physical Therapist Aides
- Physical Therapist Assistants
- Radiologic Technicians and Technologists
- Registered Nurses
- Respiratory Therapists
- Surgical Technologists

Timeframe

MCHD will commence work (1) once the contract is fully executed and (2) Hartnell provides MCHD with an email list of persons to be surveyed. MCHD anticipates this project will take three months to complete.

Price and Payment

The price for the scope of work detailed above is \$25,460 which includes an indirect rate of 15%. The work will be billed in a single invoice that will be due 30 days from project completion.