

MYA-1101 DUK 0354



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 14-037	Name:	Healthcare Transformations Amendment No.1
Type:	BoS Agreement	Status:	Consent Agenda
File created:	3/27/2014	In control:	Board of Supervisors
On agenda:	5/13/2014	Final action:	

Title: Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

Attachments: 1. Health Care Transformation Original Agreement LLC.pdf, 2. Health Care Transformation Amendment No.1.pdf, 3. Health Care Transformation LLC Spend Sheet.pdf, 4. Completed Board Order

History (0) Board Report

Title

Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

SUMMARY/DISCUSSION:

Natividad Medical Center (NMC) entered into an agreement with Health Care Transformations LLC ("HCT"), a national firm experienced in providing healthcare consulting services and interim professional placements, earlier this year for specialized consulting services to evaluate NMC's current Core Measure performance and processes and to implement best practices to improve performance. It is necessary to amend and renew this agreement to include the provision of an interim Infection Control Nurse.

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

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

Responsibilities for the position include the implementation of measures to identify, investigate, report, and to prevent and control of infections and communicable diseases. This position cannot be left unfilled.

The position of Natividad Medical Center (NMC) Infection Control Nurse became vacant as of March 25, 2013 due to the resignation of the incumbent, without much notice. The critical nature and Federal requirements relating to the responsibilities of this position require that there be no interruption in the provision of services. Health Care Transformations LLC ("HCT") is a national firm experienced in providing interim professional placements in healthcare positions such as Infection Control Nurse. HCT identified an Infection Control Nurse interim candidate that met the needs of NMC. The Infection Control Nurse started work at NMC on March 26, 2014 in order to provide the necessary continuation of services. They will continue until the vacant position is filled because it is an essential position for the hospital and cannot be unfilled for any length of time. However, at this time NMC plans to permanently fill the position within a minimum of 13 weeks. NMC is currently utilizing an HCT consultant for another assignment and is pleased with the provision of services. NMC worked with the Office of County Counsel and Office of the Auditor-Controller to approve the contract before any work began.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 1 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 1 as to fiscal provisions. The CAO-Budget and Analysis Division has advised to inform the BOS the spending authority (appropriations) associated with NMC's FY 2014 Adopted Budget has been exceeded and approval and authorization for modification of NMC's appropriation budget should be presented to the BOS. Since NMC is an Enterprise Fund, this does not prevent continued expenditures and is not a legal requirement, but it is considered good public policy, transparency and fiscal management. The Amendment No. 1 has not been reviewed and approved by Natividad Medical Center's Board of Trustees, or NMC's Finance Committee due to committee scheduling issues and due to the need to fill the position immediately. The Board of Trustees and NMC's Finance Committee will be informed at their next meetings.

FINANCING:

The cost for Amendment No. 1 is \$88,400 and is included in the Fiscal Year 2013/2014 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. NMC is confirming its appropriations position and if its spending authority has been exceeded will return to the Board. There is no impact to the General Fund. As of April 15, 2014, no invoices have been paid against this agreement and \$93,600 remains on the original purchase order. Invoices for the original agreement are expected to be submitted around May 1, 2014.

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

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

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

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

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

Approved and directed the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

PASSED AND ADOPTED on this 13th day of May 2014, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on May 13, 2014.

Dated: May 14, 2014
File Number: A 14-037

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

By Denise Hancock
Deputy

**AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
HEALTH CARE TRANSFORMATION LLC**

THIS AMENDMENT No. 1 to the County of Monterey Agreement for Services (hereinafter, "AMENDMENT No. 1") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and Health Care Transformation LLC (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on January 1, 2014; and

WHEREAS, the Parties wish to amend the Agreement to increase the scope of services and increase the amount payable by \$88,400 for the provision of additional services, specifically, infection control nursing services.

NOW THEREFORE, the Parties agree as follows:

1. This AMENDMENT No. 1 shall become effective on March 25, 2014.
2. Exhibit B is hereby added and attached hereto as Exhibit B.
3. The last sentence in the Section entitled "PAYMENTS BY NMC" is hereby deleted and replaced with the following: The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$188, 400.
4. Except as provided herein, all other terms and conditions of this Agreement with CONTRACTOR shall remain in full force and effect.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT as follows:

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT as follows:

Date: _____

NATIVIDAD MEDICAL CENTER

By: [Signature]
Sid Cato, NMC, Management Analyst, Contracts

Date: MAY 13 2014

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

Date: 3/20/14

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brereton, Deputy County Counsel

Date: March 20, 2014

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney, Auditor, Controller's Office
3-20-14

CONTRACTOR

Healthcare Transformation LLC
Contractor's Business Name

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

J.J. Ewing, VP.
Name and Title

Date: 3/20/14

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

J.J. Ewing, Asst. Secretary
Name and Title

Date: 3/20/14

***INSTRUCTIONS:

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

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.



HCT Executive Interim Solutions

Exhibit B

**Natividad Medical Center Service Agreement with HealthCare Transformation,
LLC**

Date: March 18, 2014

Interim Position: Infection Preventionist

Start Date: 3/25/14 End Date: 6/20/14

Assignment duration: 13-week guaranteed term beginning with the first full week that Candidate works.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$6800 week for a set 40 hour work week and will not be billed for hours over and beyond the 40 hours per week (position is not eligible for overtime and considered a salaried position) for the duration of the assignment. The total amount payable by NMC to Healthcare Transformation under this agreement shall not exceed \$88,400.

Candidate work schedule: Candidate will be available on-site in a two-week timeframe, Monday –Friday of the first week and Monday – Thursday of the second week. The candidate will be available for weekend coverage every other weekend and will travel home over the long weekend. Candidate will follow Client's holiday schedule. Client agrees that Candidate will function under "Leadership Consultant" until such time Professional obtains licensure in Client's state, if applicable.

Each Employee assigned to you under this Agreement is for temporary services only. If you hire or engage an Employee on a permanent basis, or if you refer or identify an Employee to another company or a competitor of ours which hires that Employee, or if you retain the services of any Employee on a temporary basis, either by a direct agreement with the Employee or indirectly through one of HCT's competitors, within one year after the last day on which the Employee was assigned to you under this Agreement, you will pay us a service fee equal to 25% of expected annual income.