



Monterey County

Board Order

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

Agreement No.: A-12766

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

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Master Agreements with AMN Healthcare Inc., Cirrus Holdings Inc., and Cross Country Staffing Inc. to provide Ancillary Registry Services as per RFP #9600-22, with an increase of \$400,000 to the aggregate spending limit for all Ancillary Agreements through June 30, 2015;
- b. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 1 to all of the Master Agreements for Ancillary Registry Services at NMC pursuant to RFP #9600-22 with C & A Industries Inc., Per Diem Staffing Systems Inc., Sonotemps Inc., SHC Services Inc., AMN Healthcare Inc., Cirrus Holdings Inc., Cross Country Staffing Inc., and Maxim Staffing Solutions Inc., to extend the term for one additional year, increasing the aggregate spending limit by an additional \$2,300,000 for the period July 1, 2015 through June 30, 2016, for a total aggregate amount not to exceed \$6,300,000 for all Ancillary Master Agreements; and
- c. Authorized the Deputy Purchasing Agent for NMC to execute future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase to the total Agreement amount.

PASSED AND ADOPTED on this 23rd day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 78 for the meeting on June 23, 2015.

Dated: June 30, 2015

File ID: A 15-171

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

By Denise Hancock
Deputy

1.0 AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND CONTRACTOR

- 1.1 This AGREEMENT is made and entered into by and between Natividad Medical Center (NMC), the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and AMN Healthcare, Inc. hereinafter referred to as "CONTRACTOR."

2.0 RECITALS

- 2.1 WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-22) for Ancillary Registry Services in accordance with the specifications set forth in this AGREEMENT; and
- 2.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- 2.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- 2.4 NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

3.0 PERFORMANCE OF THE AGREEMENT

- 3.1 After consideration and evaluation of the CONTRACTOR'S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-22 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-22. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-22 dated August 25, 2014 including all attachments and exhibits
CONTRACTOR'S Proposal dated September 22, 2014
AGREEMENT
Certificate of Insurance
Additional Insured Endorsement

- 3.2 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, CONTRACTOR'S Proposal, RFP #9600-22 including all attachments and exhibits, Certificates of Insurance, and Additional Insured Endorsements.

- 3.3 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 NMC (Monterey County), or immediate family of an employee of NMC (Monterey County).
- 3.4 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.
- 3.5 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

4.0 SCOPE OF SERVICE

- 4.1 The selected CONTRACTOR (s) duties shall include, but are not limited to:

CONTRACTOR will provide Ancillary Service personnel, including, but not limited to, technicians, who have current certifications and/or licenses specific to the unit of their assignments in areas such as, but not limited to:

Basic Life Support (BLS)
 Advanced Cardiac Life Support (ACLS)
 Pediatric Advanced Life Support (PALS)
 Neonatal Resuscitation Program (NRP)
 Cardiac Ultrasound (CT)
 Magnetic Resonance Imaging (MRI)
 Nuclear Medicine
 Cardiac Ultrasound and;
 Clinical Lab Scientist (CLS)

Provide Ancillary Service personnel for a time period of one day per-diem, up to a 13 week assignment.

- 4.2 CONTRACTOR must be able to provide Ancillary Service personnel with current and valid licensure and/or certifications through each of the following respective Boards or Departments: Radiologic Health Branch of the California Department of Public Health, Respiratory Care Board of California, California Board of Pharmacy, Laboratory Field Services Branch of the California Department of Public Health, and the Physical Therapy Board of California.

- 4.3 Provide a contact person who will be available to **NMC** via phone 24 hours per day, seven (7) days per week, in order to obtain Ancillary Service personnel when needed.
- 4.4 Contractor shall notify the County of Monterey immediately upon the occurrence of any event or circumstance that may affect the completion of the assignments.
- 4.5 Contractor shall make all reasonable efforts to immediately replace any Ancillary Service personnel who do not complete his/her assignment.
- 4.6 Should any Ancillary Service personnel not complete his/her assignment for any reason, **CONTRACTOR** will provide at least one (1) alternative, qualified, certified/licensed alternative personal to fill the position within 24 hours of the request.

5.0 TERM OF AGREEMENT

- 5.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2015 with the option to extend the AGREEMENT for two (2) additional one (1) year periods. **NMC** is not required to state a reason if it elects not to renew this AGREEMENT.
- 5.2 If **NMC** exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 5.3 **NMC** reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

6.0 COMPENSATION AND PAYMENTS

- 6.1 It is mutually understood and agreed by both parties that **CONTRACTOR** shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 6.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. **NMC** does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 6.3 Negotiations for rate changes shall be commenced, by **CONTRACTOR**, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 6.4 Any discount offered by the **CONTRACTOR** must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 6.5 **CONTRACTOR** shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from **NMC** in writing.

6.6 Tax:

21.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

21.6.2 County is registered with the Internal Revenue Service, San Francisco office. Registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

7.0 INVOICES AND PURCHASE ORDERS

7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the NMC Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

7.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices 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. NMC shall certify the invoice; either in the requested amount or in such other amount as NMC (Monterey County) approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.3 All NMC (County of Monterey) Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC (County of Monterey). Surcharges and additional fees not included the AGREEMENT must be approved by NMC (County of Monterey) in writing via an Amendment.

8.0 STANDARD INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, defend, and hold harmless 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

CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of 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 REQUIREMENTS

9.1 Evidence of Coverage:

- 9.1.1 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.
- 9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, 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 County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 9.1.3 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 County's Purchasing Officer.

9.2 Insurance Coverage Requirements:

- 9.2.1 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:
 - 9.2.1 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.
 - 9.2.2 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.
 - 9.2.3 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.

- 9.2.4 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, 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.

9.3 Other Insurance Requirements:

- 9.3.1 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.
- 9.3.2 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 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.
- 9.3.3 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 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.
- 9.3.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, 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.

- 9.3.5 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 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 RECORDS AND CONFIDENTIALITY

- 10.1 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 the 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.
- 10.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County and NMC rules and regulations related to services performed under this AGREEMENT.
- 10.4 Access to and Audit of Records: NMC (Monterey County) shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC (Monterey 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.

11.0 NON-DISCRIMINATION

- 11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

12.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 12.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of NMC or Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

13.0 CONFLICT OF INTEREST

- 13.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

14.0 COMPLIANCE WITH APPLICABLE LAWS

- 14.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall

procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

- 14.2 CONTRACTOR shall report immediately to NMC's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 14.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

15.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 15.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

16.0 TRAVEL REIMBURSEMENT

- 16.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.
- 16.2 NMC does not allow the CONTRACTOR to charge for any type of Portal-to-Portal charges, these charges shall be included in the CONTRACTORS proposed fees/rates.

17.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

- 17.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

18.0 DAMAGE

- 18.1 The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while

working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

19.0 EMERGENCY SITUATIONS

- 19.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide NMC with all available services on a priority basis. CONTRACTOR shall provide the name of a contact person who will be available to NMC via phone 24 hours a day, 7 days a week, for appropriate staffing requests pertaining to Ancillary Service personnel requests.

19.0 NOTICES

Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

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 NMC's contract manager 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 NMC:

Natividad Medical Center
Contracts Division
1441 Constitution Blvd

Salinas, CA 93906
Tel. No.: (831) 783-2620
FAX No.: (831) 757-2592
aldrichk@natividad.com

TO CONTRACTOR:

AMN Healthcare Inc.
Attn: Linda Murphy; Division Vice President
5901 Broken Sound Parkway, Suite 450
Boca Raton, FL 33487

(561) 314-4611
(800) 784-0031 Toll Free
FAX: (562) 892-8177
linda.murphy@amnhealthcare.com

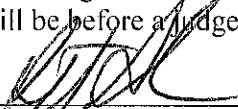
20.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.



NMC Signature

Kristin Aldrich

Printed Name

Deputy Purchasing Agent

Title

Date



CONTRACTOR Signature

Jeff Decker

Printed Name

President-Allied

Title

January , 2015

Date

NATIVIDAD MEDICAL CENTER

By: 
Dr. Kelly O'Keefe, NMC Interim CEO

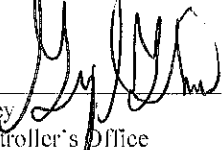
Date: 6/1/15

Approved as to Legal Provisions

By: 
Anne Brereton, Deputy County Counsel

Date: 4/1/15
Gary Saetta

Approved as to Fiscal Provisions

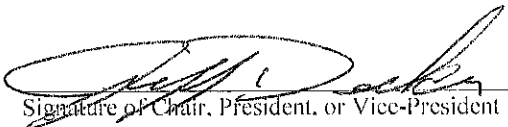
By: 
Gary Giboney
Auditor/Controller's Office

Date: 4-2-15

CONTRACTOR

AMN Healthcare, Inc.


Contractor's Business Name***


Signature of Chair, President, or Vice-President

Jeff Decker President - Allied

Name and Title

Date: January, 2015

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

Brian Scott - CFO

Name and Title

Date: January, 2015

*****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.

SECTION 4

PRICING



ATTACHMENT A

SCHEDULE OF RATES. The following rate schedule is based on thirteen week assignments with a forty hour work week for eight and ten hour shifts and thirty six hours for twelve hour shifts for the positions listed below. These fees include recruitment, travel/housing and compensation for each Clinician placed with NMC.

SPECIALTY	Per Hour Rate
Cardiac Cath Lab Technologist	\$79/Hour
Clinical Lab Scientist	\$76/Hour
CT	\$75/Hour
Cytotechnologist	\$69/Hour
Dialysis Tech - Certified	\$53/Hour
Dosimetrist	\$116/Hour
Echo Cardiographer	\$78/Hour
EEG Tech	\$72/Hour
Electrophysiology Tech	\$80/Hour
General Radiology Technologist	\$68/Hour
General Ultrasound (OB, Ab, Small Parts)	\$75/Hour
Histotechnician	\$65/Hour
Histotechnologist	\$67/Hour
Mammography Technologist	\$76/Hour
Medical Lab Technician	\$65/Hour
Medical Physicist	\$225/Hour
MRI	\$78/Hour
Nuclear Medicine Technologist	\$79/Hour
Occupational Therapist	\$70/Hour
Occupational Therapy Assistant - Certified	\$55/Hour
Pharmacist	\$106/Hour
Pharmacy Technician	\$40/Hour
Phlebotomist	\$55/Hour
Physical Therapist	\$70/Hour
Physical Therapy Assistant	\$55/Hour
Polysomnographer- Eligible or Registered	\$70/Hour
Radiation Therapist	\$82/Hour
Respiratory Therapist - Certified or Registered	\$60/Hour
Social Worker	\$68/Hour
Sonographer Vascular	\$79/Hour
Speech Language Pathologist	\$70/Hour
Vascular Interventional Technologist	\$81/Hour

OVERTIME. NMC agrees to pay one and one-half times the regular rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), NMC shall pay Agency the same multiple on the regular rate for such hours. Agency may comply with NMC's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law.

HOLIDAYS. For purposes of the Agreement, "Holidays" are: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday. NMC will pay one and one-half times the regular rate for all time worked by Clinicians on a Holiday.

On Call: On Call rate is \$6.00/hour. In the event the Clinician is called back to work for NMC while serving in an "On Call" capacity, the "On Call" charge will cease and NMC will instead pay Agency the overtime rate for the duration of the call-back period. The minimum call-back period is two (2) hours.

Conversion Fee Schedule. NMC agrees not to allow the Clinician to work at the NMC part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time NMC, NMC's affiliates and/or any of its subsidiaries or any other organization to which NMC supplies information, hires the Clinician received from the Agency, NMC will be charged thirty percent (30%) of the individuals estimated first year total compensation (No fee applies where prohibited by law.) It is understood that Agency is solely responsible for the introduction of a Clinician to NMC, unless NMC notifies Agency within forty-eight (48) hours of such introduction of NMC's prior knowledge of said Clinician's availability. Should NMC directly refer Clinician to an affiliated organization for either permanent employment or temporary allied coverage, NMC will be billed for services rendered pursuant to this section. An affiliate of the NMC includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with NMC or any successor to NMC's business.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to allied travel assignments, the terms of this Exhibit shall prevail.