



**NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906  
(831) 755-4223**

**REQUEST FOR PROPOSALS**

**# 9600-4**

**For**

**CONTINGENCY RECRUITMENT FOR  
HEALTH CARE PROFESSIONALS AND  
PHYSICIANS**

**PROPOSALS DUE BY  
3:00 P.M. (PST)  
Friday, March 26, 2010**

**TABLE OF CONTENTS:**

GENERAL REQUIREMENTS SECTION..... 3  
1.0 INTENT..... 3  
2.0 BACKGROUND..... 3  
3.0 CALENDAR OF EVENTS..... 3  
4.0 NMC POINTS OF CONTACT..... 4  
5.0 CONTRACT TERM.....4  
6.0 SELECTION CRITERIA..... 5  
7.0 SCOPE OF WORK.....5  
8.0 PAYMENT..... 6  
9.0 PREFERENCE FOR LOCAL CONTRACTORS.....6  
10.0 SEQUENTIAL CONTRACT NEGOTIATION.....7  
11.0 ADDITION OF QUALIFIED CONTRACTOR(S).....7  
GENERAL PROVISIONS SECTION GP..... 8  
GP 1.0 CONTRACT AWARDS..... 8  
GP 2.0 PROPOSAL SUBMITTALS.....8  
GP 3.0 PROPOSAL FORMAT AND CONTENT.....9  
GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS.....9  
GP 5.0 AGREEMENT TO TERMS AND CONDITIONS..... 10  
GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT..... 10  
GP 7.0 INDEMNIFICATION.....10  
GP 8.0 INSURANCE..... 11  
GP 9.0 INVOICES ..... 11  
GP 10.0 RIGHTS TO PERTINENT MATERIALS..... 11  
GP 11.0 CONTRACT AUDITS..... 11  
GP 12.0 NON-DISCRIMINATION..... 11  
GP 13.0 INDEPENDENT CONTRACTOR..... 12  
GP 14.0 CONFLICT OF INTEREST..... 12  
SAMPLE AGREEMENT SECTION..... 13  
SAMPLE AGREEMENT..... 13  
RECITALS.....13  
PERFORMANCE OF THE AGREEMENT..... 13  
1.0 SCOPE OF SERVICE..... 13  
2.0 TERM OF AGREEMENT.....14  
3.0 COMPENSATION AND PAYMENTS..... 15  
NOTICES.....15  
SIGNATURE/PRICING PAGE..... 16

## GENERAL REQUIREMENTS SECTION

### 1.0 INTENT

Natividad Medical Center (NMC) is seeking written proposals from qualified CONTRACTORS to provide professional recruitment services for healthcare professionals and physicians. NMC recruits healthcare professionals on a continual basis and seeks services that will be paid through a contingency arrangement. Annually, NMC anticipates to direct hire approximately 20-30 positions.

### 2.0 BACKGROUND

Natividad Medical Center is a 174-bed acute care medical center owned and operated by Monterey County. As a teaching hospital, NMC maintains a Family Practice Residence Program affiliated with the University of California at San Francisco School of Medicine. NMC provides complete medical and surgical care, intensive care/critical care units, birthing centers, a Level III neonatal intensive care unit, a locked mental health unit, long-term care and extensive outpatient services. A full range of professional diagnostic and treatment services are provided including: laboratory, radiology, nuclear medicine, pharmacy, physical and occupational therapy, audiology, speech pathology, electroencephalography, cardiopulmonary (pulmonary function testing and respiratory therapy), counseling by social workers and dietitians, and referral to other health care/social agencies. NMC operates specialty outpatient clinics, and a seven-day-per-week, 24-hour per day Emergency Department. Services comprise in excess of 46,000 inpatient days and outpatient visits in excess of 60,000 annually. Additional information is available at <http://www.natividad.com/home.html>.

### 3.0 CALENDAR OF EVENTS

3.1	Issue RFP	February 25, 2010
3.2	Pre-Proposal Meeting	NONE
3.3	Deadline for Written Questions	March 8, 2010
3.4	Proposal Submittal Deadline	March 26, 2010
3.5	Estimated Notification of Selection	April 13, 2010
3.6	Estimated Agreement Date	May 4, 2010

*This schedule is subject to change as necessary.*

## 4.0 NMC POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this RFP shall be directed to:
- 4.1.1 Proposal Format and Content: **Sid Cato, Management Analyst/Contracts**  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
(831) 755-4223 FAX: (831) 757-2592  
Email: catosl@natividad.com
- 4.1.2 Technical Information: **Janine Bouyea, Human Resources Administrator**  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93912-1611  
PHONE (831) 755-4280; FAX: (831) 759-6500  
Email: bouyeaj@natividad.com
- 4.2 All questions regarding this RFP shall be submitted in writing (Email or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this RFP is indicated in **Section 3.0 CALENDAR OF EVENTS**.
- 4.4 Late questions may not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Interested CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 CONTRACT TERM

- 5.1 The term of the agreement(s) will be for a period of two (2) years, with the option to extend the agreement for two (2) additional one (1) year periods.
- 5.2 Natividad Medical Center reserves the right to cancel this contract, or any extension of this contract, without cause, with a thirty day (30) written notice, or with cause immediately.
- 5.3 If this RFP includes options for renewal or extension, CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the

Agreement. Both parties shall agree upon rate extension(s) or changes in writing. Natividad Medical Center does not have to give a reason if it elects not to renew.

## **6.0 SELECTION CRITERIA**

- 6.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted proposal. CONTRACTORS should submit information sufficient for Natividad Medical Center to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 6.2 The selection criteria include, but are not limited to, the following:
- 6.2.1 Brief history of your company, including name, address, and when company was started
  - 6.2.2 Depth of experience in healthcare recruiting
  - 6.2.3 Statement about your company's response rate in filling requests for recruitment services
  - 6.2.4 Description of CONTRACTOR'S applicant screening, and evaluation processes
  - 6.2.5 Description of CONTRACTOR'S outreach sources
  - 6.2.6 Recent client references
  - 6.2.7 CONTRACTOR'S proposed fee schedule for various positions
  - 6.2.7 Copy of Certificate of Insurance, and Indemnity coverage provided by CONTRACTOR

## **7.0 SCOPE OF WORK**

- 7.1 CONTRACTOR will refer qualified candidates for at least one or more of the following categories:
- 7.1.1 Physicians
    - Pediatrician
    - OB/GYN
    - Hospitalist
    - Cardiologist
    - General Surgeon
    - Family Practitioners
  - 7.1.2 Health Care Professionals:
    - Nurses (all areas)
    - Cardiopulmonary Technicians (Respiratory Therapist)
    - Physical Therapist/Occupational Therapist
    - Sonographers (Cardiac & Vascular)
    - Neonatal Nurse Practitioners
    - Clinical Laboratory Scientist
    - Pharmacist
    - Radiology Technicians (all modalities)

### 7.1.3 Management Positions

- Director of Perioperative
- Director of Critical Care
- Director of Medical Surgical
- Director of Specialty Services
- Director of Pharmacy
- Director of Medical Records

- 7.2 CONTRACTOR will verify that all referred job candidates possess the appropriate current State of California professional license where applicable and meet the minimum qualifications as listed on the NMC job flyer.
- 7.3 CONTRACTOR will provide a copy of the candidate's professional license and resume to NMC for review. Interviews for specific jobs will be offered at the discretion of NMC.
- 7.4 CONTRACTOR will provide at least two references for the job candidate at the time the candidate is referred to NMC.
- 7.5 CONTRACTOR will not make job offers to candidates in behalf of NMC. NMC will directly communicate any job offer to the candidate.
- 7.6 CONTRACTOR must provide NMC with a minimum 90-day guarantee of job suitability.
- 7.7 CONTRACTOR will provide an acceptable-to-NMC replacement candidate within 60 days if the referred employee's employment is discontinued for any reason, including termination or resignation, within the first 90 days of employment.
- 7.7.1 CONTRACTOR will reimburse the entire fee paid by NMC if CONTRACTOR does not provide a qualified acceptable-to-NMC replacement candidate within 60 days.

## **8.0 PAYMENT**

- 8.1 CONTRACTOR will provide recruitment services on a contingency basis in which no fees are paid in advance by NMC.
- 8.2 CONTRACTOR will be paid a flat fee based upon the type of health care professional or physician referral accepted by NMC.

## **9.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 9.1 General Requirements - Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 9.2 Rights of First Refusal - Each local CONTRACTOR who participates in the original sealed Proposal process and is within five percent of the lowest responsible Proposal

shall be provided the opportunity to reduce the local CONTRACTOR'S Proposal to the amount equal to the amount of the lowest responsible Proposal if the lowest responsible Proposal is submitted by other than a local CONTRACTOR. The opportunity to reduce Proposal amounts shall be provided first to the lowest eligible local CONTRACTOR and, if not accepted by such CONTRACTOR within five (5) business days of the opening of Proposals, then to each successive local eligible CONTRACTOR within five (5) percent of the lowest responsible CONTRACTOR in ascending order of the amount of Proposals.

- 9.3 "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, and Santa Cruz County for not less than the past five (5) consecutive years.

## **10.0 SEQUENTIAL CONTRACT NEGOTIATION**

Natividad Medical Center will pursue contract negotiations with the CONTRACTOR(s) who submit(s) the best Proposal(s), in the sole opinion of Natividad Medical Center, and which is in accordance with the criteria as described within this RFP. If the contract negotiations are unsuccessful, in the opinion of either Natividad Medical Center or the CONTRACTOR(s), Natividad Medical Center may pursue contract negotiations with the company which submitted a Proposal which Natividad Medical Center deems to be the next best qualified to provide the services, or Natividad Medical Center may issue a new RFP or take any other action which it deems to be in its best interest.

## **11.0 ADDITION OF QUALIFIED CONTRACTOR(S)**

This RFP is not intended to provide an exclusive services agreement. Natividad Medical Center reserves the right to add qualified CONTRACTOR(s) at any time after the Agreement with the initially selected CONTRACTOR(s) has been finalized, subject to County of Monterey Board of Supervisors approval. All CONTRACTOR(s) must meet the minimum standard requirements of Natividad Medical Center as set forth in this RFP.

## GENERAL PROVISIONS SECTION GP

### GP 1.0 CONTRACT AWARDS

- GP 1.1 Multiple Award(s): Natividad Medical Center has the option to award a portion or portions of this contract to *multiple* successful CONTRACTOR(s) at the sole discretion of and benefit to Natividad Medical Center.
- GP 1.2 The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3 Interview: Natividad Medical Center reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4 Incurred Costs: Natividad Medical Center is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5 Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6 The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of Natividad Medical Center, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7 Natividad Medical Center does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.

### GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1 All submittals in response to this solicitation become the property of the Natividad Medical Center. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "**No Bid.**"
- GP 2.2 Natividad Medical Center reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly effect or alter the substance of an otherwise responsible Proposal and that would not effect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3 Proposals must be received **BEFORE** the time and date specified, at the location and to the person specified on the **SIGNATURE/PRICING PAGE**.
- GP 2.4 **ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the CONTRACTOR'S name and address, the solicitation number, and the name of the person specified on the SIGNATURE/PRICING PAGE.**
- GP 2.5 It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received on or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- GP 2.6 Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO NATIVIDAD MEDICAL CENTER SOLICITATION # (indicate the applicable solicitation number).
- GP 2.7 Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.

### GP 3.0 PROPOSAL FORMAT AND CONTENT

**GP 3.1 Any page of the CONTRACTOR’S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked “PROPRIETARY INFORMATION” at the top of the page in at least one-half inch (1/2”) size letters.**

GP 3.2 To be considered “responsive,” submitted Proposals should adhere to the following guidelines:

GP 3.2.1 Proposals should be prepared on 8-1/2” x 11” paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices.

GP 3.2.2 Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.

GP 3.2.3 Indicate the name and title of the CONTRACTOR’S primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email address, if any.

GP 3.2.4 A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. The inclusion of a proposed agreement does not guarantee acceptance of that agreement by Natividad Medical Center. Therefore, CONTRACTOR’S Proposal should specify what, if any, terms of their Proposal would be different if Natividad Medical Center does not accept the proposed agreement, in whole or in part. **CONTRACTOR agreements will not be considered if submitted after the Deadline for Proposals.** (Refer to Section **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.**)

GP 3.2.5 Submit complete documentation as listed in Section **6.0 SELECTION CRITERIA.**

GP 3.2.6 To validate your Proposal, **submit the SIGNATURE/PRICING PAGE with your proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

GP 3.3 Submit one (1) single-sided original Proposal and two (2) single or double-sided copies of the CONTRACTOR’S proposed responses, with one (1) clearly marked “Original.” (Total of three proposal packets.)

### GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

GP 4.1 Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail.

GP 4.2 Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.

GP 4.3 Delivery time shall be a part of the consideration of proposal submissions. Specify delivery time in days ARO.

GP 4.5 ACCEPTANCE TIME: Proposals are subject to acceptance at any time within 90 days after opening.

GP 4.6 TAXES: Do not include sales or use tax in proposal responses. Natividad Medical Center shall pay such applicable taxes. Do not include Federal Excise Tax. Natividad Medical Center is registered with the Internal Revenue Service, San Francisco office; registration number 94730022K. Natividad Medical Center is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Natividad Medical Center as consignee.

GP 4.7 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

GP 4.10 Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

## **GP 5.0 AGREEMENT TO TERMS AND CONDITIONS**

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with Natividad Medical Center for the provision of the requested service. The agreement will be written by Natividad Medical Center in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of a signed bid/proposal and the **SIGNATURE/PRICING PAGE** will be interpreted to mean CONTRACTOR has agreed to all the terms and conditions set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. Natividad Medical Center may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

## **GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by the CONTRACTOR, Natividad Medical Center may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against any performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by Natividad Medical Center 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 the CONTRACTOR.

## **GP 7.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless, NMC and the County of Monterey (hereinafter “County”), its officers, agents and employees from any and all claims, liability, 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 NMC. “Contractor’s performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and subcontractors.

## **GP 8.0 INSURANCE**

Insurance requirements are waived for this RFP

## **GP 9.0 INVOICES**

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to Natividad Medical Center. 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. Natividad Medical Center shall certify the invoice, either in the requested amount or in such other amount as Natividad Medical Center 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.

## **GP 10.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of Natividad Medical Center when received by Natividad Medical Center and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL". Natividad Medical Center will not disclose proprietary information to the public, unless required by law; however, Natividad Medical Center cannot guarantee that such information will be held confidential.

## **GP 11.0 CONTRACT AUDITS**

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

## **GP 12.0 NON-DISCRIMINATION**

GP 12.1 During the performance of this contract, the 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. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The 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.).

GP 12.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, 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.

GP 12.3 The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all Agreements with subcontractors to perform work under the contract.

### **GP 13.0 INDEPENDENT CONTRACTOR**

GP 13.1 The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the 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. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

GP 13.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of Natividad Medical Center.

### **GP 14.0 CONFLICT OF INTEREST**

The CONTRACTOR covenants that the 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 the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the Agreement.

**SAMPLE AGREEMENT SECTION**

**SAMPLE AGREEMENT**

This AGREEMENT is made and entered into by and between Natividad Medical Center, County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # \_\_\_\_\_) for \_\_\_\_\_, 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, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the Contractor's proposal, NMC hereby engages the CONTRACTOR to provide the services set forth in RFP # \_\_\_\_\_ and in this Agreement on the terms and conditions contained herein and in RFP # \_\_\_\_\_. The intent of this Agreement is to summarize the contractual obligations of the parties. The component parts of this Agreement include the following:

RFP # \_\_\_\_\_ dated \_\_\_\_\_,  
Contractor's Proposal dated \_\_\_\_\_, including all attachments and exhibits, to RFP # \_\_\_\_\_ Agreement

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 # \_\_\_\_\_, Certificate of Insurance, and Additional Insured Endorsements.

**1.0 SCOPE OF SERVICE**

- 7.1 CONTRACTOR will refer qualified candidates for at least one or more of the following categories:
  - 7.1.1 Physicians
    - Pediatrician
    - OB/GYN
    - Hospitalist
    - Cardiologist

- General Surgeon
  - Family Practitioners
- 7.1.2 Health Care Professionals:
- Nurses (all areas)
  - Cardiopulmonary Technicians (Respiratory Therapist)
  - Physical Therapist/Occupational Therapist
  - Sonographers (Cardiac & Vascular)
  - Neonatal Nurse Practitioners
  - Clinical Laboratory Scientist
  - Pharmacist
  - Radiology Technicians (all modalities)
  - Management Positions
  - Director of Perioperative
  - Director of Critical Care
  - Director of Medical Surgical
  - Director of Specialty Services
  - Director of Pharmacy
  - Director of Medical Records
- 7.2 CONTRACTOR will verify that all referred job candidates possess the appropriate current State of California professional license where applicable and meet the minimum qualifications as listed on the NMC job flyer.
- 7.3 CONTRACTOR will provide a copy of the candidate's professional license and resume to NMC for review. Interviews for specific jobs will be offered at the discretion of NMC.
- 7.4 CONTRACTOR will provide at least two references for the job candidate at the time the candidate is referred to NMC.
- 7.5 CONTRACTOR will not make job offers to candidates in behalf of NMC. NMC will directly communicate any job offer to the candidate.
- 7.7 CONTRACTOR must provide NMC with a minimum 90-day guarantee of job suitability.
- 7.7 CONTRACTOR will provide an acceptable-to-NMC replacement candidate within 60 days if the referred employee's employment is discontinued for any reason, including termination or resignation, within the first 90 days of employment.
- 7.7.1 CONTRACTOR will reimburse the entire fee paid by NMC if CONTRACTOR does not provide a qualified acceptable-to-NMC replacement candidate within 60 days.

## **2.0 TERM OF AGREEMENT**

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including \_\_\_\_\_, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 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.
- 2.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or with cause immediately.

**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
- 3.2 NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Invoice amounts shall be billed directly to the ordering department.
- 3.4 CONTRACTOR shall reference the AGREEMENT number and RFP # \_\_\_\_\_ on all invoices submitted to NMC. 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

**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 NMC’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:  
Purchasing Manager  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
Tel. No.: (831) 755-4223 FAX No.: (831) 757-2592

TO THE CONTRACTOR:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_

**SIGNATURE/PRICING PAGE**

NATIVIDAD MEDICAL CENTER  
CONTRACTS/PURCHASING DIVISION

RFP # \_\_\_\_\_  
ISSUE DATE: \_\_\_\_\_



**RFP TITLE: CONTINGENCY RECRUITMENT FOR HEALTHCARE PROFESSIONALS AND PHYSICIANS**

PROPOSALS ARE DUE IN THE OFFICE OF THE PURCHASING MANAGER BY  
3:00 P.M., LOCAL TIME, ON \_\_\_\_\_

ADDRESS:  
PURCHASING MANAGER  
NATIVIDAD MEDICAL CENTER  
1441 CONSTITUTION BLVD.  
SALINAS, CA 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Sid Cato (831) 755-4223

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

- CONTRACTOR'S PROPOSED FEE SCHEDULE IN ACCORDANCE WITH Section 6.2.6

This Signature/Pricing page must be included with your submittal in order to validate your proposal.

**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

**BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL**

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Street Address/PO Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

License No. (if applicable): \_\_\_\_\_ License Classification (if applicable): \_\_\_\_\_