

NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING
1441 CONSTITUTION BLVD
SALINAS, CA 93906
(831) 755-4111

REQUEST FOR PROPOSALS
9600-61
For Locum Tenens Referrals
At Natividad Medical Center

Proposals are due on May 29, 2018
Use a shipment tracking number to prove delivery by due date

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, is soliciting proposals from qualified organizations, hereinafter referred to as “CONTRACTOR”, to provide referrals for Locum Tenens providers of various specialties for NMC.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT and multiple AGREEMENTS may be executed depending on the proposals received and what NMC deems to be in its best interest.
- 1.2.1 NMC retains the ability, at its sole discretion, to add qualified CONTRACTORS after the first year of the AGREEMENT term has past.

2.0 BACKGROUND

- 2.1 Natividad Medical Center is a 172-bed acute care medical center owned and operated by Monterey County. A Board of Trustees appointed by the County of Monterey Board of Supervisors works with the hospital Administration on day-to-day operations. NMC is fully accredited by the Joint Commission on Accreditation of Hospitals and Healthcare Organizations.
- 2.2 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.

3.0 CALENDAR OF EVENTS (Revised for Re-Release)

- | | | |
|-----|--|---|
| 3.1 | Issue RFP | Tuesday May 1, 2018 |
| 3.2 | Deadline for Written Questions | by 1:00 PM (PST) on Monday May 12, 2018 |
| 3.3 | Proposal Submittal Deadline | Tuesday May 29, 2018 |
| 3.4 | Estimated Notification of Selection | June 2018 |
| 3.5 | Estimated AGREEMENT Date | August 1, 2018 |

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Natividad Medical Center mailing, shall contact the person

designated in the NMC POINTS OF CONTACT Section 4.1 herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC web page at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released.

4.0 NMC POINTS OF CONTACT

- 4.1 ALL Questions and correspondence regarding this solicitation shall be directed to:

Kristen Aldrich
Deputy Purchasing Agent
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906
Email: AldrichK@Natividad.com

- 4.2 All questions regarding this solicitation shall be submitted in writing by E-mail only. The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS Section 3 herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTORS shall not contact Natividad Medical Center or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 DESCRIPTION OF SERVICES

5.1 See Sample Agreement Section herein, under section “SCOPE OF SERVICES”.

6.0 CONTRACT TERM

6.1 See Sample Agreement Section herein, under section “TERM OF AGREEMENT”.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 **CONTENT AND LAYOUT:**

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout;</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA(S) (IF ANY)
	RFP SIGNATURE PAGE
	PROPOSAL TABLE OF CONTENTS
Section 2	EXPERIENCE AND QUALIFICATIONS
Section 3	REFERENCES INCLUDING CONTACT INFORMATION (No less than three, preferably County hospitals within California)
Section 4	STATEMENT FROM CONTRACTOR AGREEING TO RFP SPECIALTY RATE SHEET (EX. A)
Section 5	STATEMENT FROM CONTRACTOR DEMONSTRATING CONTRACTOR'S ABILITY AND WILLINGNESS TO MEET ALL REQUIREMENTS STATED IN THE SCOPE OF WORK
Section 6	EXCEPTIONS (IF ANY)
Section 7	APPENDIX (IF ANY)

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Litigation History Description of litigation to which your organization has been a party in the last five (5) years. Please include:

- (1) Name of Case;
- (2) Date Filed;
- (3) Court in which Filed;
- (4) Judgment or other Result

Signed Signature Page and Signed Addenda (if any addenda's were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents for Proposal

Section 2, Experience and Qualifications:

Describe your organization's experience providing Locum Tenens, including but not limited to, which areas of practice and for which specialties Locum Tenens physicians have been provided by your organization in California, and why your organization is qualified to provide such services at NMC.

Describe your current process for obtaining and retaining high quality locum tenens candidates.

Section 3, References:

References: CONTRACTOR shall provide at least three references for hospitals at which your organization has provided referrals for Locum Tenens. Please include phone number and email address if possible as NMC will conduct reference checks using this information. References that include county hospitals within California should be included if applicable.

Section 4, Proposed Specialty Rates/Exhibit A:

CONTRACTOR shall list its proposed rates for the various specialties listed in Exhibit A attached hereto this RFP. CONTRACTOR needs only to enter rates for those specialties that CONTRACTOR is able to refer.

CONTRACTOR shall propose its rates for specialties it is able to refer listed within Exhibit A and in doing so agrees to furnish Locum Tenens services to NMC during the term of this Agreement period.

Section 5, Statement Demonstrating CONTRACTOR's Ability to Meet Scope of Work Requirements:

CONTRACTOR shall provide a written statement explaining how it will meet all of the requirements listed in the Scope of Services section as stated within the Sample Agreement section of this RFP. CONTRACTOR should demonstrate the effectiveness of its screening processes, its notification procedures and how it plans to assure that all referred locum tenens providers will meet NMC's provider requirements. CONTRACTOR should further identify and discuss any other mechanisms in place to assure the quality of providers CONTRACTOR refers for locum tenens services.

Section 6, Exceptions:

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 (MONTEREY COUNTY) SOLICITATION #9600-61". Each Exception shall reference the RFP page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate NMC to revise the terms of the RFP nor the AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this solicitation in an Appendix section.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposal packages shall adhere to the following:

7.2.1 Four (4) sets of the proposal package (one proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and state "Response to RFP 9600-61". In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by NMC at its discretion.

- 7.2.2 Proposals shall be prepared on 8-1/2" x 11" paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 7.2.3 Reproductions of the Monterey County Seal or NMC Logo shall not be used in any documents submitted in response to this solicitation.
 - 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 7.2.5 To validate your proposal, **submit the signed SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL BOXES AND/OR ENVELOPES MAILED OR DELIVERED CONTAINING PROPOSALS MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #9600-61 and CONTRACTOR'S COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to NMC at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by NMC ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- 8.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. NMC reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Proposed Rates Subject to Negotiation: NMC reserves the right to negotiate all rates proposed.
- 8.7 Ownership: All submittals in response to this solicitation become the property of the NMC. 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".
- 8.8 Compliance: Proposals that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.9 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for NMC 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.
- 9.2 The decision to contract will be based broadly on the following factors:
 - 9.2.1 Experience and Qualifications
 - 9.2.2 References
 - 9.2.3 Overall Proposal Responsiveness
- 9.3 Oral Presentation. It is within the RFP Evaluation Committee's discretion to require a CONTRACTOR to give an oral presentation to clarify its proposal, or to require a CONTRACTOR to appear for an interview regarding the proposal. Action or no action by the RFP Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The "primary contact person" designated in the proposal will be contacted if NMC's RFP Evaluation Committee wishes to ask the CONTRACTOR to appear for an oral presentation or an interview.

9.4 Evaluation Committee's Scoring Sheet for Proposals Received:

CRITERIA		AVAILABLE POINTS	SCORE
A.	References - Quality - Number - Source (from hospitals)	30	
B.	Experience - Years providing Locum services - Variety of providers served - Prior experience serving public facilities	40	
C.	Responsiveness to Requirements in Scope of Work - Effectiveness of notification-procedures (§ 5.1.5) - Ability to follow Referral Provider Requirements (§ 5.2)	35	
D.	Responsiveness to Format Requirements - Completeness of response - Follows required format	5	
E.	Competitiveness of Service Pricing (Exhibit A)	30	
F.	Qualified Local Vendor (§ 10.0)	10	
G.	Litigation History (§ 7.1.1)	20	
H.	Commitment to Engage Providers of High Quality (as may be demonstrated by CONTRACTOR policies, agreements, and/or minimum requirements) -Ability to screen Locum Tenens Providers before referral (§ 5.1.2)	30	
	TOTAL	200	

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 Local Preference Policy:** The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. A *local preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. See the Monterey County Local Preference Policy online at:
<http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>
 Per the policy, a local vendor is defined as:
- 10.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and
 - 10.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
 - 10.1.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County; and
 - 10.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
 - 10.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.
- 10.2 A firm seeking to be recognized as a Local Vendor for purposes of this procurement must register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <http://www.co.monterey.ca.us/admin/vendorinfo.htm>, and submit the *Local Business Declaration Form* with their proposal (**Attachment I – Local Business Declaration Form** attached hereto this RFP).

11.0 CONTRACT AWARDS

- 11.1 **Multiple Award(s):** NMC has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to NMC.
- 11.2 **Board of Supervisors:** The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.

- 11.3 Interview: NMC reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: NMC is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In NMC's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of NMC, best serves the overall interest of NMC.
- 11.7 No Guaranteed Value: NMC does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 11.8 NMC's Right to Consider Additional Information:
 - 11.8.1 Once a qualified finalist is recommended by the RFP Selection Committee, additional interactions or information between NMC and the finalist may be required.
 - 11.8.2 NMC may obtain any information determined to be appropriate regarding the ability of CONTRACTOR to supply and/or render the services required by this RFP.
 - 11.8.3 NMC may consider such other factors that, in the opinion of the NMC Purchasing Manager, are important for evaluating the CONTRACTOR's proposal, and awarding contracts as determined to be in the best interests of the County of Monterey.
- 11.9 NMC shall begin negotiations regarding a formal Agreement with NMC with the one or more finalists that are determined to have achieved a qualifying finalist score from the RFP Selection Committee based on the selection criteria outlined in this RFP.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of NMC, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either NMC or CONTRACTOR, NMC may pursue contract negotiations with the entity that submitted a Proposal which NMC deems to be the next best qualified to provide the services, or NMC may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with NMC for the provision of the requested service. The AGREEMENT shall be written by NMC in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. NMC may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

14.0 COLLUSION

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

- 15.1 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 NMC when received by NMC and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “**CONFIDENTIAL INFORMATION**” or “**PROPRIETARY INFORMATION**”. NMC will not disclose proprietary information to the public, unless required by law; however, NMC cannot guarantee that such information will be held confidential.

16.0 DEBARMENT/SUSPENSION POLICY

- 16.0 In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each CONTRACTOR will be screened at the time of RFP/RFQ response to ensure CONTRACTOR, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of Title 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- 16.1 NMC shall verify CONTRACTOR is not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov.

17.0 COUNTY PIGGYBACK CLAUSE

- 17.1 The County of Monterey Departments, in addition to Natividad Medical Center, which may have a need for Locum Tenens Referrals at any time during the term of the Agreement(s) resulting from this RFP, may also offer service Agreements to CONTRACTORS who are awarded Agreements with Natividad Medical Center per this RFP. The Agreement terms and conditions, including pricing, would be identical except all references to “NMC” would be changed to “County”.

Sample Agreement Section to follow

SAMPLE AGREEMENT BETWEEN NMC AND CONTRACTOR

This AGREEMENT is made and entered into by and between Natividad Medical Center, a hospital and clinic owned and operated by the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "NMC"), and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE AGREEMENT: RECITALS

A. County of Monterey ("County") owns and operates NMC, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

B. CONTRACTOR is a _____, organized under the laws of the State of _____ that arranges for and furnishes the services of "locum tenens Physicians", each of whom is a physician duly licensed and qualified to practice medicine in California, to NMC to replace on a temporary basis, members of the NMCs' medical staff who may be absent due to illness, a leave of absence, or vacation.

C. NMC has invited proposals through the Request for Proposals RFP 9600-61 for Locum Tenens Referrals in accordance with the specifications set forth in this AGREEMENT;

D. CONTRACTOR has submitted a responsive and responsible proposal to perform such services.

E. CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

F. After consideration and evaluation of the CONTRACTOR'S proposal, NMC wishes to engage CONTRACTOR to provide the services set forth in RFP #9600-61.

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

SAMPLE AGREEMENT: PERFORMANCE OF THE AGREEMENT

1.1 The component parts of this AGREEMENT include the following:

- RFP #9600-61 dated March 9, 2015, including all Attachments and Exhibits
- RFP #9600-61 Addendum (or Addenda) - #____
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

The above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents but not by others shall be completed 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, RFP #9600-61 including all attachments and exhibits, and Addenda, Certificate of Insurance, and Additional Insured Endorsements.

SAMPLE AGREEMENT: SCOPE OF SERVICE

- 1.2 Scope of Services. The Scope of Services to be furnished by CONTRACTOR includes engaging and referring Locums Tenens practitioners in one or more of the medical specialties listed in EXHIBIT A-Rate Sheet attached hereto. It shall be CONTRACTOR's responsibility to search for, screen and pre-qualify *locum tenens* physician practitioners before referring such practitioners to NMC for consideration and service.
- 1.3 Screening Requirements. CONTRACTOR shall obtain and provide to NMC, at a minimum, the following documentation for each *locum tenens* candidate presented: a) Current Curriculum Vitae for physicians who shall be Board certified, or Board eligible; b) American Medical Association Credentials Verification Report; c) Valid California medical license; d) Current National Provider Identifier (NPI) credentials; e) Current Drug Enforcement Agency (DEA) credentials; f) American Board of Medical Specialty Certification (if any); g) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG) – if applicable; h) Driver's license; i) A minimum of three (3) written references (preferably from hospitals), plus two (2) facility verifications; j) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board; and k) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs.
- 1.4 Notification Requirements. CONTRACTOR shall be required to notify NMC in writing within 24 hours after the occurrence of any events as specified in Section 1.7 of this Agreement.
- 1.5 CONTRACTOR Assurance of Locums Tenens Practitioner Compliance. CONTRACTOR shall expressly require and assure that all *locum tenens* practitioners referred by CONTRACTOR to NMC comply with the following performance requirements:
- 1.5.1. Compliance in all respects with Business Associates Agreement and all applicable confidentiality requirements (Exhibit "B").
 - 1.5.2. Compliance in all respects with the Certification of Physician for County of Monterey (Exhibit "C").
 - 1.5.3. Compliance in all respects with NMC's policies, NMC's Medical Staff Bylaws and Rules and Regulations, and with all applicable Medical Staff policies and protocols.
 - 1.5.4. Performance of medical duties in accordance at all times with NMC's Code of Conduct for Medical Staff members (Exhibit "D").
 - 1.5.5. Comply fully with all Federal and State health information confidentiality laws, regulations and related requirements, including but not limited to, the Federal

HIPAA and HITECH laws, and the California State Confidentiality of Medical Information Act.

1.6 CONTRACTOR's Obligations.

1.6.1. CONTRACTOR, shall furnish to NMC, upon NMC's request, referrals for *locum tenens* provider(s), for the period requested by NMC and in the Specialty or Specialties identified by NMC (pursuant to Exhibit "A"), to provide medical services to NMC's Patients, upon the terms and subject to the conditions set forth in this Agreement.

1.6.2. CONTRACTOR shall require that all *locum tenens* Physicians referred pursuant to this Agreement provide timely initial care and follow-up services for all NMC patients treated by such *locum tenens* Physician, regardless of the patient's ability to pay for services.

1.6.3. CONTRACTOR's provision to NMC of one (1) or more *locum tenens* Physicians to provide the Services under this Agreement shall be subject to NMC's prior written approval, which approval may be given, withheld or conditioned by NMC in its sole discretion. In the event NMC withholds approval with respect to any particular *locum tenens* Physician. CONTRACTOR shall furnish a substitute *locum tenens* Physician who is acceptable to NMC.

1.6.4. CONTRACTOR shall require that, during the term of this Agreement, any and all *locum tenens* Physicians providing services to NMC satisfy the professional standards and qualifications set forth in this Agreement, and comply with all obligations, prohibitions, covenants and conditions imposed on CONTRACTOR pursuant to this Agreement.

1.6.5. CONTRACTOR shall ensure that all services are performed on the NMC's premises are provided by *locum tenens* Physicians who have been approved and accepted by NMC, and who have not been removed in accordance with this Agreement.

1.7 Medical Staff. CONTRACTOR shall require that each *locum tenens* Physician referred to NMC has been appropriately credentialed to work at NMC prior to commencing such work as a *locum tenens*, and has maintained all temporary clinical privileges at NMC as are necessary for the performance of *locum tenens* Physician's obligations under this Agreement.

1.8 Professional Qualifications. CONTRACTOR shall assure that each *locum tenens* Physician (1) has an unrestricted license to practice medicine in the State; (2) is board certified in his or her Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties, or Board "eligible;" and (3) has and maintains a valid and unrestricted United States Drug Enforcement Administration ("DEA") registration.

1.9 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent

applicable to CONTRACTOR's performance under this Agreement, CONTRACTOR shall assure that each referred *locum tenens* Physician reviews, is familiar with and complies with all applicable requirements of such OIG compliance bulletins.

- 1.10 Use of Space. CONTRACTOR and each *locum tenens* Physician shall use NMC's premises and space solely and exclusively for the provision of *locum tenens* services, except in an emergency or with NMC's prior written consent.
- 1.11 Notification of Certain Events. CONTRACTOR shall notify NMC in writing within twenty-four (24) hours after the occurrence of any one or more of the following events involving each *locum tenens* Physician referred by CONTRACTOR to NMC who is on assignment at NMC:
- 1.11.1. CONTRACTOR or *locum tenens* Physician referred by CONTRACTOR becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the "Federal Health Care Programs") or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;
 - 1.11.2. The clinical privileges of *locum tenens* Physician (referred to NMC by CONTRACTOR) at any other hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 - 1.11.3. A *locum tenens* Physician referred by CONTRACTOR becomes the subject of any suit, action or other legal proceeding arising out of his or her professional services;
 - 1.11.4. A referred *locum tenens* Physician's license to practice medicine in the State of California is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
 - 1.11.5. A *locum tenens* Physician referred by CONTRACTOR is charged with or convicted of a criminal offense;
 - 1.11.6. Any act of nature or any other event occurs which has a material adverse effect on CONTRACTOR's or referred *locum tenens* Physician's ability to provide the Services; or
 - 1.11.7. CONTRACTOR or *locum tenens* Physician referred by CONTRACTOR is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.
- 1.12 Representations and Warranties by CONTRACTOR. CONTRACTOR represents and warrants that as of the time of a referral of a *locum tenens* Physician to NMC: (a) the *locum tenens* Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) the *locum tenens* Physician has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board;

(c) neither CONTRACTOR nor *locum tenens* Physician has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) the *locum tenens* Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) the *locum tenens* Physician's medical staff membership or clinical privileges at any hospital or health care facility has never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) the *locum tenens* Physician has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.13 Medical Records.

1.13.1. CONTRACTOR shall require that each *locum tenens* Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to NMC patients, in accordance with the NMC Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as NMC designates from time to time. All such information and records shall be: (i) prepared on forms developed, provided or approved by NMC; (ii) the sole property of NMC; and (iii) maintained at NMC in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

1.13.2. CONTRACTOR shall require that *locum tenens* Physicians maintain and upon request provide to NMC, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for CONTRACTOR and/or NMC to comply with applicable state, federal, and local laws and regulations and with contracts between NMC and third party payors. CONTRACTOR shall assure that all such records and information are retained for at least ten (10) years following the expiration or termination of this Agreement and shall require *locum tenens* Physicians to preserve and maintain their records for a similar period. This Section 1.10 shall survive the expiration or termination of this Agreement.

1.14 Records Available to CONTRACTOR. Both during and after the term of this Agreement, NMC shall permit CONTRACTOR and/or *locum tenens* Physicians to inspect and/or duplicate, at CONTRACTOR's sole cost and expense, any medical chart and record to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CONTRACTOR shall be solely responsible for maintaining patient confidentiality with respect to any information which CONTRACTOR and/or *locum tenens* Physicians obtain pursuant to this Section.

1.14.1. 2.14 Independent Employees. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this

AGREEMENT are not employees of NMC (Monterey County), or immediate family of an employee of NMC.

SAMPLE AGREEMENT: TERM OF AGREEMENT

- 1.15 Term. The initial term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT(s) one (1) additional one (1) year period. NMC can elect not to extend or renew the Agreement without cause or reason.
- 1.16 Termination By NMC. NMC reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty calendar day (30) written notice, or immediately with good cause.
- 1.17 “Good cause” includes but is not limited to the occurrence of any one or more of the following events:
- 1.17.1. breach of this Agreement by CONTRACTOR where the breach is not cured within thirty (30) calendar days after NMC gives written notice of the breach to CONTRACTOR;
 - 1.17.2. neglect of professional duty by CONTRACTOR in a manner that poses an imminent danger to the health or safety of any individual, or violates NMC’s policies, rules or regulations;
 - 1.17.3. breach by CONTRACTOR of any HIPAA Obligation (as defined in Section 13.1);
 - 1.17.4. the insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation; or
 - 1.17.5. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
- 1.18 Termination by CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement upon breach of this Agreement by NMC where the breach is not cured within thirty (30) calendar days after CONTRACTOR gives written notice of the breach to NMC.
- 1.19 Termination Without Cause by CONTRACTOR. CONTRACTOR may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to NMC.
- 1.20 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

- 1.20.1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) *locum tenens* Physicians' obligation to continue to provide services to NMC patients under *locum tenens* Physicians' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;
- 1.20.2. Upon NMC's request, CONTRACTOR and any *locum tenens* Physician shall immediately vacate the premises, removing any and all of CONTRACTOR's and *locum tenens* Physicians' personal property, and NMC may remove and store, at CONTRACTOR's expense, any personal property that either CONTRACTOR or any *locum tenens* Physician has not so removed;
- 1.20.3. CONTRACTOR and *locum tenens* Physicians shall immediately return to NMC all of NMC's property, including NMC's equipment, supplies, and patient records, in CONTRACTOR's or *locum tenens* Physicians' possession or under CONTRACTOR's or *locum tenens* Physicians' control;
- 1.20.4. CONTRACTOR and *locum tenens* Physicians shall not do anything or cause any other person to do anything that interferes with NMC's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between NMC and any other person or entity who may be engaged to provide the Services to NMC;
- 1.20.5. The expiration or termination of this Agreement shall not entitle CONTRACTOR or *locum tenens* Physicians to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and
- 1.20.6. This Section 3.7 shall survive the expiration or termination for any reason of this Agreement.
- 1.21 Immediate Removal of *Locum Tenens* Physicians. CONTRACTOR shall immediately remove any *locum tenens* Physician from furnishing Services under this Agreement who:
- 1.21.1. Has his or her clinical privileges at NMC terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- 1.21.2. Has his or her license to practice medicine in the State, DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

- 1.21.3. Is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Professional Services or the practice of medicine;
- 1.21.4. Is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;
- 1.21.5. Fails to satisfy any of the standards and qualifications set forth in Section 1.0 of this Agreement; or
- 1.21.6. Fails to be covered by the professional liability insurance required to be maintained under this Agreement or the Medical Staff Bylaws or Rules and Regulations.
- 1.22 Removal of *Locum Tenens* Physicians upon NMC Request. Upon written request by NMC, CONTRACTOR shall immediately remove and replace any *locum tenens* Physician from furnishing Services under this Agreement who:
- 1.22.1. Engages in conduct that, in NMC's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of NMC;
- 1.22.2. Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
- 1.22.3. Is unable to perform services as required under this Agreement for more than seven (7) days;
- 1.22.4. Within a twelve (12) month period, has two (2) or more medical malpractice judgments filed against him or her, or he or she becomes the subject of two (2) or more proceedings by any NMC's Medical Staff regarding the performance of professional medical services; or
- 1.22.5. Is deemed not to fit well within the existing Medical Staff culture and structure.
- 1.23 Effect of Removal. Upon the removal of a *locum tenens* Physician pursuant to Section 3.9 or 3.10 of this Agreement, CONTRACTOR shall engage, at its cost and expense, and provide to NMC, a qualified substitute for the removed *locum tenens* Physician. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit NMC's rights under Section 3.4 or any other provision of this Agreement.

SAMPLE AGREEMENT: COMPENSATION AND PAYMENTS

- 1.24 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 as Exhibit "A".

- 1.25 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.
- 1.26 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT. Both parties must agree upon any rate extension(s) or changes in writing.
- 1.27 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.
- 1.28 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 1.29 Tax.
 - 1.29.1. Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 1.29.2. County is registered with the Internal Revenue Service, San Francisco office, EIN number: 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 1.30 Separate Billing. Neither CONTRACTOR, nor *locum tenens* Physicians shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by NMC. CONTRACTOR shall require and assure that *locum tenens* Physicians cooperate with NMC in completing such claim forms for NMC Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

SAMPLE AGREEMENT: INVOICES AND PURCHASE ORDERS

- 1.31 Invoices from CONTRACTOR for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:
 - Natividad Medical Center
 - Attn: Jeanne-Ann Balza, Physician Services
 - 1441 Constitution Blvd., Building 300
 - Salinas, CA 93906
- 1.32 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to Natividad Medical Center. 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 Natividad Medical Center (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.

- 1.33 All NMC 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).
- 1.34 Unauthorized Surcharges or Fees. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

SAMPLE AGREEMENT: INDEMNIFICATION

- 1.35 CONTRACTOR shall indemnify, defend, and hold harmless County of Monterey, 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 of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.
- 1.36 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of CONTRACTOR or any *locum tenens* Physician shall be construed to make or render CONTRACTOR or any *locum tenens* Physician the agent, employee or servant of County. CONTRACTOR and each *locum tenens* Physician agrees to indemnify, defend and hold harmless County and NMC from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or NMC based upon any claim that CONTRACTOR has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent CONTRACTORS.
- 1.37 Survival of Obligations. The Parties' obligations under this Article 6.0 shall survive the expiration or termination of this Agreement for any reason.

SAMPLE AGREEMENT: INSURANCE REQUIREMENTS

- 1.38 Evidence of Coverage.
- 1.38.1. 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.

- 1.38.2. This verification of coverage shall be sent to the County of Monterey'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 of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 1.39 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 of Monterey's Purchasing Officer.
- 1.40 Insurance Coverage Requirements. Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain or cause to be maintained in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 1.40.1. 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. If CONTRACTOR utilizes one or more subcontractors in the performance of his Agreement, CONTRACTOR shall obtain and maintain Independent Contractor Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
- 1.40.2. 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.
- 1.40.3. 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.
- 1.40.4. 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 CONTRACTOR and all referred *locum tenens* Physicians for 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.

1.41 Other Insurance Requirements.

- 1.41.1. All insurance required by this AGREEMENT shall be placed with a company acceptable to County of Monterey 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.
- 1.41.2. Each liability policy shall provide that County of Monterey 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.
- 1.41.3. 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 of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 1.41.4. Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey'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.
- 1.41.5. 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 of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey 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 of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

SAMPLE AGREEMENT: NON-DISCRIMINATION

- 1.42 During the performance of this contract, CONTRACTOR and referred *locum tenens* Physicians shall not unlawfully discriminate against any employee, applicant for employment or subCONTRACTOR based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR and referred *locum tenens* Physicians shall ensure that the evaluation and treatment of its employees, applicants and subCONTRACTORS for employment are free of such discrimination. CONTRACTOR and referred *locum tenens* Physicians 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.).
- 1.43 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.
- 1.44 CONTRACTOR and referred *locum tenens* Physicians shall include the non-discrimination and compliance provisions of the clause in all agreements with subCONTRACTORS to perform work called for under this Agreement.

SAMPLE AGREEMENT: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 1.45 Independent CONTRACTOR.
- 1.45.1. CONTRACTOR and each *locum tenens* Physician is and shall at all times be an independent CONTRACTOR with respect to NMC in the performance of CONTRACTOR's and any *locum tenens* Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between NMC and CONTRACTOR or NMC and any *locum tenens* Physician. Neither CONTRACTOR nor any *locum tenens* Physician shall hold himself or herself out as an officer, agent or employee of NMC, and shall not incur any contractual or financial obligation on behalf of NMC without NMC's prior written consent.

- 1.45.2. If the Internal Revenue Service (“IRS”) or any other governmental agency should inquire about, question or challenge the independent CONTRACTOR status of CONTRACTOR or any *locum tenens* Physician with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and CONTRACTOR shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent CONTRACTOR relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any *locum tenens* Physician.
- 1.46 No Benefit Contributions. NMC shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, CONTRACTOR or any other person employed or retained by CONTRACTOR. Notwithstanding the foregoing, if NMC determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, CONTRACTOR or any other person employed or retained by CONTRACTOR, CONTRACTOR shall reimburse NMC for any such expenditure within thirty (30) calendar days after being notified of such expenditure.
- 1.47 Referrals. CONTRACTOR shall ensure that no *locum tenens* Physician refers any NMC Patient to any provider or health care services facility which either CONTRACTOR or any *locum tenens* Physician knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Further, CONTRACTOR shall require that no *locum tenens* Physician refer any NMC patient to any provider or health care services facility unless such referral is in full compliance with all applicable law, including without limitation 42 U.S.C. Section 1395nn, commonly known as the Stark law, 42 U.S.C. Section 1320a-7b(b), commonly known as the Federal Health Care Program Anti-kickback Statute, and similar California laws. CONTRACTOR will provide any information which may be requested from time to time by NMC in order to verify CONTRACTOR’s and *locum tenens* Physicians’ compliance with these referral restrictions. Notwithstanding any other provision of this Agreement, if CONTRACTOR or a *locum tenens* Physician makes a referral of a NMC patient in violation of this Section 9.3, NMC may immediately terminate this Agreement. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days’ notice to the other Party. CONTRACTOR’s rights under this Agreement shall not be dependent in any way on the referral of patients or business to NMC or any Affiliate by CONTRACTOR, *locum tenens* Physician or any person employed or retained by CONTRACTOR.

- 1.48 CONTRACTOR Compensation Arrangements. CONTRACTOR represents and warrants to NMC that the compensation paid or to be paid by CONTRACTOR to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for NMC or any Affiliate.
- 1.49 Cooperation.
- 1.49.1. The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.
- 1.49.2. The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an “Action”) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.
- 1.50 Right of Inspection. Upon reasonable prior written notice, NMC and County officials and their designees may inspect the books and records of CONTRACTOR which are necessary to determine that work performed by CONTRACTOR or any *locum tenens* Physician to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of NMC or CONTRACTOR.
- 1.51 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subCONTRACTORS related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.
- 1.52 Non-Assignment. CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

SAMPLE AGREEMENT: CONFLICT OF INTEREST

- 1.53 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.

SAMPLE AGREEMENT: COMPLIANCE WITH APPLICABLE LAWS

- 1.54 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.
- 1.55 CONTRACTOR shall report immediately to Natividad Medical Center'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.
- 1.56 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.
- 1.57 Compliance with Medicare Rules. To the extent required by law or regulation, CONTRACTOR shall make available, upon written request from NMC, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and CONTRACTOR's books, documents and records. CONTRACTOR shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If CONTRACTOR is requested to disclose books, documents or records pursuant to this Section for any purpose, CONTRACTOR shall notify NMC of the nature and scope of such request, and CONTRACTOR shall make available, upon written request of NMC, all such books, documents or records. CONTRACTOR shall indemnify and hold harmless NMC if any amount of reimbursement is denied or disallowed because of CONTRACTOR's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If CONTRACTOR carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly

authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

SAMPLE AGREEMENT: RECORDS AND CONFIDENTIALITY

1.58 Confidentiality.

1.58.1. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS, including but not limited to, referred *locum tenens* Physicians, 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, and shall require that referred *locum tenens* Physicians not disclose any confidential records or other confidential information received from the County of Monterey or prepared in connection with the performance of this AGREEMENT, unless County of Monterey specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County of Monterey any and all requests for disclosure of any such confidential records or information. Neither CONTRACTOR nor any *locum tenens* Physician referred by CONTRACTOR shall 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.

1.58.2. Confidential Information includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "Confidential Information" further includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of NMC or any Affiliate that NMC discloses or otherwise makes available in any manner to CONTRACTOR or *locum tenens* Physicians referred by CONTRACTOR, or to which CONTRACTOR or *locum tenens* Physicians may gain access in the performance of the Services under this Agreement, or which CONTRACTOR or any *locum tenens* Physician knows or has reason to know is confidential information of NMC or any Affiliate. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of NMC, any NMC patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of NMC and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in NMC's or any Affiliate's possession.

1.58.3. Confidential Information shall be and remain the sole property of NMC, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. CONTRACTOR shall protect and shall assure that all *locum tenens* Physicians protect all Confidential Information from unauthorized use, access, or disclosure in the same manner as CONTRACTOR and any *locum tenens*

Physician protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that CONTRACTOR and *locum tenens* Physicians prepare, or Confidential Information that might be given to CONTRACTOR in the course of providing Services under this Agreement, are the exclusive property of NMC, and, without the prior written consent of NMC, shall not be removed from NMC’s premises.

1.58.4. This Section shall survive the expiration or termination of this Agreement.

1.59 County of Monterey Records.

1.59.1. CONTRACTOR shall return and shall assure that *locum tenens* Physicians return to NMC all Confidential Information and all copies thereof in CONTRACTOR’s and *locum tenens* Physicians’ possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of NMC, or the termination or expiration of this Agreement. CONTRACTOR shall assure that no *locum tenens* Physician shall copy, duplicate or reproduce any Confidential Information without the prior written consent of NMC.

1.60 Maintenance of Records.

1.60.1. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.

1.61 Access to and Audit of Records.

1.61.1. Natividad Medical Center (Monterey County) shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subCONTRACTORS, including but not limited to *locum tenens* Physicians, relating to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of Natividad Medical Center (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.

SAMPLE AGREEMENT: INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

1.62 Compliance with HIPAA. CONTRACTOR and *locum tenens* Physicians shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d, *et seq.*), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and all rules and regulations promulgated thereunder (collectively, “HIPAA,” the obligations collectively referred to

herein as “HIPAA Obligations”), as set forth in Exhibit "B". The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

SAMPLE AGREEMENT: REQUIREMENTS FOR WORK/SERVICES PERFORMED AT NMC

- 1.63 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

SAMPLE AGREEMENT: FORCE MAJEURE

- 1.64 “Force Majeure” means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 1.65 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 1.66 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

SAMPLE AGREEMENT: RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 1.67 In the case of default by CONTRACTOR, NMC 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 proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by NMC 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.

SAMPLE AGREEMENT: TRAVEL REIMBURSEMENT

- 1.68 Rates are all-inclusive of travel expenses. There shall be no travel reimbursement affiliated with the AGREEMENT.

SAMPLE AGREEMENT: EMERGENCY SITUATIONS

1.69 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 supplies, materials, equipment and/or services on a priority basis.

SAMPLE AGREEMENT: ACCESSIBILITY

1.70 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTOR's work are made quickly and easily accessible.

SAMPLE AGREEMENT: NOTICES

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

1.72 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 Natividad Medical Center's (County of Monterey'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
Attn: Physician Services
1441 Constitution Blvd
Salinas, CA 93906
FAX No.: (831) 755-6257

TO CONTRACTOR:

Name
Address
City State Zip
Phone
FAX
Email Address

SAMPLE AGREEMENT: LEGAL DISPUTES

1.73 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted

under the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

- 1.74 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.
- 1.75 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

SAMPLE AGREEMENT: GENERAL PROVISIONS

- 1.76 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 1.77 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 1.78 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
- 1.79 Litigation Consultation. CONTRACTOR shall ensure that no *locum tenens* Physician accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against NMC or any Affiliate named, or expected to be named as a defendant. CONTRACTOR shall ensure that no *locum tenens* Physician accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of NMC or any Affiliate; and (b) the matter relates to events that occurred at NMC or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which a *locum tenens* Physician served as a treating physician.
- 1.80 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
- 1.81 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.
- 1.82 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver

granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

End of Sample Agreement Section

ATTACHMENTS, EXHIBITS AND SIGNATURE PAGE

RFP #9600-61 ATTACHMENT I

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

If any license, permit, or approval is required from any state, federal or local agency whatsoever for the service or work to be performed pursuant to the terms and conditions of the procurement in question, bidder shall obtain such approvals at its own expense prior to commencement of said work or service which may result from this solicitation.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and Dba name if any): _____

Business Address: _____

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder’s proposal or qualifications package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

CP 09/07/12

RFP #9600-61 EXHIBIT A
RATE SHEET FOR SPECIALTY SERVICES

(rates proposed are all-inclusive of travel and administrative fees)

Bidders are required to complete this sheet and submit it with their proposals.

SPECIALTY	HOURLY	DAILY (8 hr day unless otherwise specified)	HOLIDAY/ OVERTIME HOURLY (additional hours not included in daily rate)	24 HOUR CALL (includes 8 hours of patient care)	Permanent Placement Fee
Anesthesiology					
Cardiology					
Cardiology, Interventional					
Cardiology, Invasive					
Critical Care/ ICU (9 hour day)					
Critical Care Surgery (24 hour in-house)					
Certified Registered Nurse Anesthetist (CRNA)					
Dermatology					
Emergency Medicine					
Family Practice , Ambulatory Care					
Family Practice					
Family Practice with OB					
Gastroenterology					
Surgery (General)					
Hematology/Oncology					
Hospitalist - Primary Care					
Internal Medicine					
Infectious Disease					
Neonatology					
Nephrology					
Neurological Surgery					
Neurology					
Nurse Practitioner - Adult					
Nurse Practitioner - Neonatal					
Obstetrics and Gynecology (9 hour day)					
Occupational Medicine					
Ophthalmology (Surgery)					
Orthopedic Surgery					
Otolaryngology (ENT)					
Pathology					
Pediatric Outpatient					
Pediatric Hospitalist					
Physical Medicine and Rehabilitation					
Physician Assistant					
Pulmonology Outpatient					
Radiology Diagnostic					
Radiology Interventional					
Urology					
Vascular Surgery					
Rate Adjustments:					
Annual rate increases shall not exceed 2% per contract year.					

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective _____, 20__ (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and _____ (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Attn: _____

Phone: _____

Fax: _____

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity’s request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

By: _____

Print Name _____

Print Name: _____

Print Title _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT C

CERTIFICATION OF PHYSICIAN FOR COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

Each Physician signing acknowledges that he or she has read, understands, and agrees to be bound by the terms below. Furthermore, he or she certifies that they are in compliance with, and will continue to be in compliance with throughout the duration of their assignment, all representations, warranties, duties and obligations of Physician as set forth in the terms below:

PERFORMANCE STANDARDS.

Licenses and Certifications. Each Physician providing services shall be duly qualified and licensed to practice medicine in the State of California, and experienced and qualified in the medical practice of such Physician's practice specialty ("Specialty"). Each Physician shall, from and after the Effective Date, be and remain board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if a Physician is not certified in the Specialty by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the Specialty by the Certifying Board.

Hospital Rules, Regulations and By-Laws. Each Physician shall provide the Services in strict accordance with all applicable Hospital rules, regulations, policies and procedures, and with any applicable Medical Staff Bylaws, Rules and Regulations, and rules of the Hospital department that supervises the Specialty (the "Department"). Each Physician shall be and remain a member of the Medical Staff of Hospital with medical privileges in good standing, including holding all Medical Staff credentials and privileges necessary to provide professional physician services in the Specialty.

Compliance Program. Each Physician shall attend educational or informational meetings as part of NMC's Compliance Program from time to time, as requested by NMC. All business relationships between Physician and NMC are to be at arm's length and must comply with applicable law and regulation(s) and NMC's policies and procedures, including NMC's Compliance Program and Code of Conduct, as they may be amended from time to time.

Representations and Warranties by Physicians. Each Physician represents and warrants that: (i) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (ii) Physician has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (iii) Physician has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (iv) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (v) Physician's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (vi) Physician has never been charged with or convicted of a

felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

Specific Compliance Requirements. In providing the Professional Services set forth in this Agreement, each Physician shall, without limitation: (i) comply with all applicable federal and state laws, rules and regulations of each governmental authority having jurisdiction over the Department and the outpatient clinic owned and operated by NMC (the "Clinic") including, without limitation, Titles 22 and 24 of the California Code of Regulations; (ii) comply with the NMC and Hospital Medical Staff Bylaws, rules, regulations and policies, and Hospital's quality assurance and utilization review functions; (iii) comply with the NMC Code of Conduct; (iv) actively participate in meeting the standards established from time to time for the Department and Hospital's Family Practice Residency Program; (v) as requested by Hospital's Service Chief or Chief Medical Officer, serve and actively participate in the various committees of Hospital's Medical Staff, as set forth in the Medical Staff Bylaws, rules and regulations; (vi) at all times comply with all applicable Federal Healthcare Program rules and regulations; (vii) is not currently suspended or barred from participation in any Federal Healthcare Program and is not the subject of a Federal Program compliance audit or investigation; and (viii) actively assist Hospital in assuring that Hospital meets the standards and requirements of the Joint Commission, Hospital licensure requirements and/or third party payor certification requirements applicable to Hospital.

Notification of Certain Events. Each Physician shall notify Hospital in writing within twenty-four (24) hours after becoming aware of the occurrence of any of the following events: A Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by, any Federal Health Care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital medical staff; A Physician's medical staff membership or any clinical privileges at any health care facility (including Hospital) are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto; A Physician becomes the subject of any action or proceeding arising out of such Physician's professional services; A Physician is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician's practice of medicine; A Physician violates, or causes any other person or entity to violate, the Hospital Code of Conduct, and/or Hospital's corporate integrity program; A Physician is excluded from or restricted in any manner from participation in a Federal Healthcare Program; Any other event occurs with respect to a Physician that materially interrupts or affects all or a portion of such Physician's ability to perform his/her obligations under this Agreement; A Physician's license to practice medicine in the State or any other jurisdiction, or a Physician's Drug Enforcement Agency registration, is suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto; or A Physician's insurance policy required under this Agreement is terminated, not renewed, cancelled or reduced in coverage.

Continuing Education. Each Physician shall, from and after the Effective Date, participate in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community for the Specialty. Billing for Professional Services. To the extent permitted by law, each Physician acknowledges and agrees that Hospital shall be solely responsible for billing Federal Health Care Programs, Managed Care Organizations, and other third party payors and patients for Professional Services performed by each Physician under this Agreement, and collecting such fees and charges. Neither Physician nor any other person shall attempt to bill and collect from any patient, payor or any other person for any of a Physician's Professional Services, other than as described in this Agreement. Each Physician shall assist NMC in securing any necessary physician provider enrollments and related paperwork, including Medicare and Medicaid supplier numbers, NPIs, and any reassignment forms necessary to permit payment to NMC (e.g., CMS Form 855s). Copies of pertinent documents will be provided to NMC immediately upon request. Each Physician and NMC agree that charges, coding and reimbursement procedures will follow established Medicare guidelines in effect upon the date the service is provided.

PAYMENT CONDITIONS

Time Reporting. Each Physician agree to: (i) prepare and submit accurate and complete time records documenting separately the time spent by each Physician rendering Professional Services and/or Provider Services, on forms acceptable to Hospital; (ii) at such times as requested by Hospital, execute and update a written allocation agreement, on a form furnished by Hospital, specifying the respective amounts of time to be spent in furnishing Professional Services, Provider Services, and any services which do not fall into either category, and/or executing and updating such other agreement(s) as may be required by the Federal Health Care Programs from time to time; and (iii) retain such allocation agreement and all amendments thereto, and all time records and other agreements required by this Section, for not less than four (4) years after the end of Hospital's fiscal year to which such documents relate. The Hospital and each Physician acknowledge and agree that the sole purpose of recording hours of activity and of determining compensation based thereon is the imposition of rules and regulations pursuant to the Federal Health Care Programs, and does not constitute an employer/employee relationship.

RECORDS AND CONFIDENTIALITY

Confidentiality. Physician, shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Each Physician shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of Hospital patients, other than as permitted by this Agreement, Hospital policies and procedures, and the requirements of HIPAA or the Regulations. Each Physician shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Each Physician shall promptly report

to Hospital any use or disclosures, of which Physician becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Physician contracts with any agents to whom Physician provides Protected Health Information, such Physician shall include provisions in such agreements pursuant to which the Physician and such agents agree to the same restrictions and conditions that apply to Physician with respect to Protected Health Information. Each Physician shall make each Physician's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by each Physician or Hospital by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Medical Records. Each Physician shall prepare and maintain, or cause to be prepared and maintained, complete medical records, in accordance with Hospital requirements for documentation, timeliness and completeness, for each patient who is treated by a Physician at Hospital, including but not limited to within the Department or the Clinic. Said medical records shall, at all times, be the property of Hospital, but each Physician shall have reasonable access to such medical records and shall have the right to make copies thereof, at such Physician's sole cost and expense, upon reasonable notice to Hospital to do so.

Sign Name: _____

Print Name: _____

Specialty: _____

Date: _____

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Effective: 05/09 Reviewed/Revised: 08/11
Standard: MSP004-2	Approved: MEC 08/11 BOT 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
 - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
 1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
 3. Otherwise adversely affects an individual's employment opportunity.
 - b. Harassing conduct includes, but is not limited to:
 1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
 2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

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RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
 CONTRACTS DIVISION



RFP # 9600-61 ORIGINAL ISSUE DATE:
 MONDAY MARCH 9, 2015
RE-RELEASED ON MAY 1, 2018

RFP TITLE: Locum Tenens Referrals

**PROPOSALS ARE DUE IN THE OFFICE OF THE NMC
 CONTRACTS DIVISION ON TUESDAY MAY 29, 2018**
 (Use tracking for proof of delivery on time)

MAILING ADDRESS:

NATIVIDAD MEDICAL CENTER
 ATTN: CONTRACTS DIVISION
 1441 CONSTITUTION BLVD.
 SALINAS, CA. 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
 Kristen Aldrich, Deputy Purchasing Agent for Natividad Medical Center
 Email: AldrichK@Natividad.com

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, plus 3 additional hard copies and 1 electronic copy)

- ALL REQUIRED CONTENT AS DEFINED PER SECTION 7
- Exhibit A – Rate Sheet
- Attachment I - Local Business Declaration Form –**ONLY IF APPLICABLE**

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this signature page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

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:	
Address::	City:	State	ZIP: