



**NATIVIDAD MEDICAL CENTER
CONTRACTS/PURCHASING DIVISION
1441 CONSTITUTION BLVD
SALINAS, CA 93906**

**REQUEST FOR PROPOSALS
9600-94
For
Locum Tenens Managed Services Provider (MSP)
At Natividad Medical Center**

Proposals are due by 3:00 pm (PST) on October 10, 2025

TABLE OF CONTENTS:

1.0 INTENT.....	3
2.0 BACKGROUND.....	3
3.0 QUALIFICATIONS.....	4
4.0 CALENDAR OF EVENTS.....	4
5.0 NATIVIDAD POINTS OF CONTACT.....	5
6.0 SCOPE OF WORK.....	5
7.0 CONTRACT TERM.....	10
8.0 PROPOSAL PACKAGE REQUIREMENTS.....	10
9.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS.....	13
10.0 SELECTION CRITERIA.....	15
11.0 PREFERENCE FOR LOCAL CONTRACTORS.....	16
12.0 SEQUENTIAL CONTRACT NEGOTIATION.....	16
13.0 AGREEMENT TO TERMS AND CONDITIONS.....	17
14.0 COLLUSION.....	17
15.0 CONFIDENTIAL/PROPRIETARY/TRADE SECRET CONTENT.....	17
16.0 DEBARMENT/SUSPENSION POLICY.....	18
17.0 PIGGYBACK CLAUSE.....	18
 SAMPLE AGREEMENT SECTION.....	 20
EXHIBIT A – RATE SHEET.....	32
EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT.....	34
EXHIBIT C – REQUEST FOR MEDICAL STAFF APPLICATION.....	44
EXHIBIT D – APPLICATION CHECKLIST.....	46
ATTACHMENT I – LOCAL BUSINESS DECLARATION FORM.....	47
RFP SIGNATURE PAGE.....	49

1.0 INTENT

- 1.1 To ensure consistent, high-quality patient care, the County of Monterey—on behalf of Natividad Medical Center (“NMC”)—is soliciting proposals from qualified organizations (“**CONTRACTOR**”) to manage and oversee multiple locum tenens staffing agencies. The selected CONTRACTOR will provide search and placement services for temporary physicians and advanced practice practitioners (“**Providers**”) through a vendor management system (“**System**”). This System will streamline the processes of recruitment, credentialing, time tracking, and payment for temporary Provider placements. Locum tenens refers to temporary Providers who fill in for or cover the duties of another Provider during leave or staffing shortages. Advanced practice practitioners include nurse practitioners, physician assistants, and certified registered nurse anesthetists.
- 1.2 The selected CONTRACTOR will play a vital role in enhancing operational efficiency, reducing administrative burden, and supporting cost-effective, compliant temporary Provider staffing.
- 1.3 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey has a population of over 440,000 residents and is located on the Central Coast of California just south of the San Francisco Bay Area, approximately 45 miles from San Jose and 106 miles from the City of San Francisco. The Salinas Valley extends through the heart of the County, making Monterey the third largest agricultural county in California.
- 2.2 Natividad Medical Center (NMC) is a 172-bed Family Medicine Teaching Hospital and Level II Trauma Center owned and operated by the County of Monterey, a government agency and has the Central Coast’s only inpatient and outpatient acute rehabilitation program. NMC is fully accredited by The Joint Commission (TJC) to continuously provide high-quality health care and is governed by a Board of Trustees, under the guidance of the Monterey County Board of Supervisors.
- 2.3 In Fiscal Year 2025, NMC served the following number of patients:

Admissions:	11,211
Deliveries:	2,187
ED Visits:	59,149
OP Visits:	87,505
Surgeries:	4,903
Trauma Cases:	1,558
- 2.4 NMC employs over 1600 clinical and non-clinical staff members and works with over 400 medical providers. In addition, there are several County of Monterey Health Department clinics on the NMC campus and other county-owned facilities nearby.

3.0 REQUIRED QUALIFICATIONS

- 3.1 CONTRACTOR must have a minimum of three (3) consecutive years of experience in search and placement services of locum tenens Providers through a vendor management system. This experience must be clearly documented in the proposal...
- 3.2 CONTRACTOR must demonstrate the ability to engage with a large network of established locum tenens staffing agencies to source qualified Providers across the medical specialties listed in Exhibit A – Rate Sheet attached hereto.
- 3.3 CONTRACTOR must demonstrate a comprehensive process for identifying, screening, and pre-qualifying Providers prior to referring them to NMC. This includes, but it is not limited to verification of credentials, licensure, and suitability for assignment.
- 3.4 CONTRACTOR must provide a demonstration of its automated vendor management system streamlining the processes of recruitment, credentialing, time tracking, and payment for temporary Provider placements in a timely and cost-efficient manner.

4.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|------------------------------------|
| 4.1 | Issue RFP | Friday, September 12, 2025 |
| 4.2 | Pre-Proposal Meeting | NONE |
| 4.3 | Deadline for Written Questions | Tuesday, September 23, 2025 |
| 4.4 | Proposal Submittal Deadline | 3:00 p.m. Friday, October 10, 2025 |
| 4.5 | Estimated Notification of Selection | October, 2025 |
| 4.6 | Estimated AGREEMENT Date | January 1, 2026 |

This schedule is subject to change as necessary.

- 4.7 **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 NATIVIDAD POINTS OF CONTACT 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 website at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released.
- 4.8 **PRE-PROPOSAL MEETING:** There will not be a pre-proposal meeting for this RFP.

5.0 NATIVIDAD POINTS OF CONTACT

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

Primary NMC Contact for this solicitation:

Freddy Vigilmartinez, NMC Contracts Division
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906
E-MAIL: vigilmartinezf@natividad.com

- 5.2 All questions regarding this solicitation shall be submitted in writing (E-Mail is acceptable). The questions will be researched, and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 5.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 5.4 Only answers to questions communicated by formal written addenda will be binding.
- 5.5 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.**

6.0 SCOPE OF WORK

6.1 CONTRACTOR Obligations.

- 6.1.1 Through its System, CONTRACTOR shall engage with established locum tenens agencies for the referral of qualified Providers in one or more of the medical specialties listed in Exhibit A-Rate Sheet attached hereto as Exhibit A allowing NMC to fill its vacancy requests promptly with qualified Providers. It shall be CONTRACTOR's responsibility to search for, screen and pre-qualify Providers before referring such Providers to NMC for consideration and services.
- 6.1.2 CONTRACTOR shall make available a designated point of contact to assist NMC with its staffing and credentialing needs. Such point of contact shall be available during NMC's normal business hours seven days per week including weekends and holidays at no additional charge. Designated point person must be able to respond to requests within 24 hours.

- 6.1.3 CONTRACTOR must exercise due diligence in selecting its Provider(s) and put forth its best efforts to furnish qualified medical professionals for the specialties listed in Exhibit A-Rate Sheet to County, as requested.
- 6.1.4 CONTRACTOR shall furnish to NMC, upon NMC's request, referrals for Provider(s), for the period requested by NMC and in the Specialty or Specialties identified by NMC (pursuant to Exhibit A-Rate Sheet), to provide medical services to NMC's patients, upon the terms and subject to the conditions set forth in this Agreement.
- 6.1.5 CONTRACTOR shall obtain and provide a completed Request for Medical Staff Application (**Pre-Application**) form for each and all potential applicants to NMC. NMC will review completed forms and determine if potential applicants are eligible to apply to NMC Medical Staff. A copy of the Request for Medical Staff Application (Pre-Application) is attached hereto as **Exhibit C**.
- 6.1.6 CONTRACTOR shall obtain and provide to NMC, the documentation listed in **Exhibit D**, including but not limited to the following documentation for each Provider 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.
- 6.1.7 CONTRACTOR shall assure that each Provider (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. 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 Provider referred reviews, is familiar with, and complies with all applicable requirements of such OIG compliance bulletins.
- 6.1.8 CONTRACT must maintain and make available all historic credentialing and license documents on Providers for a period of no less than seven (7) years in the event of State or TJC audits.
- 6.1.9 CONTRACTOR shall provide NMC with detailed reporting of all NMC staffing utilization requested by NMC from time to time with no additional cost to NMC for such reports.

- 6.1.10 CONTRACTOR shall provide NMC a written letter of confirmation for each assignment. Such assignment letter shall contain the following agreed upon criteria:
- Name of Provider
 - Assignment start date
 - Assignment end date
 - Rate

Assignments are contingent upon completion of Medical Staff Credentialing.

6.2 Provider Requirements.

- 6.2.1 CONTRACTOR shall expressly require and assure that all Providers referred by CONTRACTOR to NMC comply with the following performance requirements: a) Compliance in all respects with Business Associates Agreement and all applicable confidentiality requirements; b) Compliance in all respects with the Certification of Physician for County of Monterey; c) 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; d) Compliance with the Code of Conduct for Medical Staff members; and e) Compliance 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.
- 6.2.2 CONTRACTOR shall require that all Providers referred pursuant to this Agreement provide timely initial care and follow-up services for all NMC patients treated by such Provider, regardless of the patient's ability to pay for services.
- 6.2.3 CONTRACTOR's provision to NMC of one (1) or more Provider 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 Provider, CONTRACTOR shall furnish a substitute Provider who is acceptable to NMC.
- 6.2.4 CONTRACTOR shall require that, during the term of this Agreement, all Providers 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.
- 6.2.5 CONTRACTOR shall ensure that all services are performed on the NMC's premises are provided by Providers who have been approved and accepted by NMC, and who have not been removed in accordance with this Agreement.
- 6.2.6 CONTRACTOR shall require that each Provider referred to NMC has been appropriately credentialed to work at NMC prior to commencing such work and has maintained all temporary clinical privileges at NMC as are necessary for the performance of Provider's obligations under this Agreement.

- 6.2.7 CONTRACTOR shall require that each Provider maintain and submit timesheets that provide a true and accurate accounting of time spent on a daily basis providing the services.
- 6.2.8 CONTRACTOR shall require that each Provider utilize NMC's electronic medical record and telecommunication system.
- 6.2.9 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.
- 6.2.10 CONTRACTOR shall certify, and shall ensure that each of CONTRACTOR'S agents, employees, and subcontractors performing services under this AGREEMENT certifies, one of the following:
- (a) Such agent, employee, or subcontractor is not currently receiving a retirement benefit from the California Public Employees' Retirement System ("CalPERS") (regardless of whether or not such benefit derives from service rendered to NMC or Monterey County); or
 - (b) All of the following are true of the agent, employee, or subcontractor:
 - a. They have been retained for such work for a limited duration, the ending of such period the certification shall explain;
 - b. They will not be permitted to work more than 960 hours in any fiscal year;
 - c. They are not currently employed or under contract to work with any other public employer that contracts with CalPERS for retirement benefits (a "CalPERS Employer");
 - d. They have not received unemployment insurance benefits for prior retired annuitant work for any CalPERS Employer during the 12 months prior to their being appointed to provide services to NMC pursuant to this RFP;
 - e. They will be paid by the CONTRACTOR at a rate that is at least the minimum rate, and does not exceed the maximum rate, paid by NMC to its regular employees performing comparable duties;
 - f. They have been separated from the employment under which they earned CalPERS benefits for at least 180 days prior to being appointed to provide services to NMC pursuant to this RFP, unless an exception applies;
 - g. If they are under the applicable normal retirement age:;
 - i. There was no verbal or written agreement between them and any agent of NMC; and
 - ii. They have been separated from the employment under which they earned CalPERS benefits for at least 60 days

prior to being appointed to provide services to NMC pursuant to this RFP, with no exceptions.

CONTRACTOR shall indemnify and hold harmless NMC, the County of Monterey, and all of their agents, employees, officers, consultants, elected officials, and board members for any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees, court costs, and costs of investigation and appeal), suffered or incurred by them as a direct or indirect result of any misrepresentations or false statements with respect to the matters addressed by this Section 6.2.10, or for any violations by them of the provisions of Cal. Gov. Code Section 7522.56.

6.2.11 CONTRACTOR shall be responsible for, and shall ensure that each of CONTRACTOR'S agents, employees, and subcontractors performing services under this AGREEMENT shall be responsible for tracking cumulative days of all employees of locum tenens staffing agencies assigned to NMC.

- a. CONTRACTOR shall notify the NMC Human Resources Administrator at BouyeaJ@natividad.com when the employee's hours working for the NMC are approaching [650 hours] [80 days] within a fiscal year (7/1-6/30).
- b. An employee of the locum tenens staffing agency shall not be assigned to work at the NMC for more than [720 hours] [90 days] in a fiscal year (7/1-6/30).
- c. Neither NMC nor the County shall pay CONTRACTOR for services rendered beyond [720 hours][90 days] per fiscal year.

CONTRACTOR shall indemnify and hold harmless NMC, the County of Monterey, and all of their agents, employees, officers, consultants, elected officials, and board members for any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees, court costs, and costs of investigation and appeal), suffered or incurred by them as a direct or indirect result of any misrepresentations or false statements with respect to the matters addressed by this Section 6.2.11, or for any violations by them of the provisions of Cal. Gov. Code Section 31000.4, or any other provision of the Government Code limiting the hours or days that such person may provide services pursuant to this RFP.

6.2.12 CONTRACTOR shall provide NMC with no more than one single consolidated invoice per month. Such invoice shall include name of specialty, account, and sub account.

7.0 CONTRACT TERM

- 7.1 The initial term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods.
- 7.2 The AGREEMENT(s) shall contain a clause that provides that Natividad Medical Center (County of Monterey) reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty day (30) written notice, or immediately with cause.
- 7.3 If the AGREEMENT(s) includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(s).
- 7.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 7.3.2 Natividad Medical Center (County of Monterey) does not have to provide a reason if it elects not to renew.

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 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
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (EXHIBIT A: RATE SHEET)
Section 7	EXCEPTIONS
Section 8	APPENDIX

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 Contact information and organizational information as follows:

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

Organizational 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.

Signed RFP Signature Page and Signed Addenda (this is applicable only if any addenda were released for this solicitation). Proposals 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

Section 2, Pre-Qualifications/Licensing Requirements necessary to fulfill the “Scope of Work” Section 6:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 6.0 herein.

Section 3, Project Experience & References:

Ability to Perform: Provide a description of the services provided by your organization, and a statement of the experience and history providing the services described in Section 6 Scope of Work herein this RFP. Describe your proposed approach for meeting these services. Identify sub-consultants, if any, you propose to use to provide the services.

Key Staff Persons: Identify key staff and their qualifications and experience proposed for the services identified herein.

Experience & References: Describe at least 3 similar projects for which your organization provided services similar to the scope of work described herein. Please include client contact information (name, phone number and email address if possible) as NMC will conduct reference checks using this information.

Background on Staff: Briefly describe what type of background checks you run for all your staff.

Section 4, Technical Aspects:

Also include:

Descriptions and/or diagrams.

Proposed Project Timeline for all deliverables

Section 5, Environmentally Friendly Practices:

Summarize all environmentally friendly practices your organization adheres to in the course of doing business as relevant to the County of Monterey Climate-Friendly Purchasing Policy (located online at www.co.monterey.ca.us/admin/policies.htm).

Indicate whether or not your organization is a ‘Green Certified’ Business, state which governing authority administered the certification, and provide a copy of the certificate if possible.

Section 6, Pricing:

Complete and submit pricing as per EXHIBIT A – PRICING SHEET attached hereto.

Costs that are subject to sales tax should be identified as taxable. All applicable CA sales tax shall be included as a separate line item.

Section 7, 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 RFP #9600-94, SECTION X.X”; each Exception shall reference the RFP section number, and briefly explain the reason for taking Exception as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate Natividad Medical Center to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

Additional Sections to consider including:

Financial Stability Section:

Provide proof of your organization’s financial capacity and capabilities to undertake and successfully provide services required under this contract. NMC reserves the right to check and evaluate CONTRACTOR’S financial capacity and capability by any means deemed appropriate. The submission of this information in the proposal is desired by NMC but is not mandatory. However, if a CONTRACTOR chooses not to include this information

with their proposal, this information may be requested after the short list is announced. If at that time CONTRACTOR is requested to submit the information and fails to do so, its proposal will be considered non-responsive.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals shall adhere to the following:

- 8.2.1 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 should reference “RFP #9600-94”. In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by NMC at its discretion.
- 8.2.2 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.
- 8.2.3 Reproductions of the Monterey County Seal or Natividad Medical Center Logo shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 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.
- 8.2.5 To validate your proposal, **submit the RFP 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 RFP Signature Page may be inserted into the remaining three (3) 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.

8.3 **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.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 **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 #9600-94 and CONTRACTOR’S COMPANY NAME.

- 9.2 **Mailing Address:** Proposals shall be mailed to NMC at the mailing address indicated on the **RFP Signature Page** of this solicitation.
- 9.3 **Notification of Submittal:** For Qualifications Packages sent by mail or delivery service, firms are to provide the routing or tracking number to the Point of Contact stated in the RFP in Section 5.1 via email as notification of submittal. This helps ensure that Natividad is aware of your submittal in the event it is accidentally delivered to a different hospital or county department. Qualifications Packages that are delivered whereby there is no routing or tracking number should be delivered ONLY with a sign-off from the person receiving the package that includes the signature, the printed name and the phone number of the receiving person. That information should also be forwarded via email to the Point of Contact stated in Section 5.1 of this RFP.
- 9.4 **Due Date:** Proposals must be received by NMC ON OR BEFORE the time and date specified, at the location and to the person specified on the **RFP Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that its proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be deemed non-responsive and rejected.
- 9.5 **Shipping Costs:** Unless stated otherwise, the F.O.B. for tangible receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.6 **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 or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.7 **Ownership:** All submittals in response to this solicitation become the property of the Natividad Medical Center (County of Monterey). 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".
- 9.8 **Compliance:** Proposal or qualifications packages 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.
- 9.9 **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

10.1 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.

10.2 The selection criteria include, but are not limited to, the following proposal scoring matrix:

Evaluation Criteria Matrix – RFP 9600-94

#	Evaluation Criteria	Description	Weight (%)
1	Credentialing and Compliance Process	Demonstrated utilization of vendor management system to streamline the processes of recruitment, credentialing, time tracking, and payment for temporary Provider placements.	30%
2	Ability to Meet Service Needs	Demonstrated access to large network of locum tenens staffing agencies across multiple specialties and ability to respond to staffing needs in a short notice.	30%
3	Cost Proposal	Competitiveness and clarity of rate structure as per Exhibit A.	10%
4	References and Past Performance	Quality of references, including prior performance with hospitals or similar public institutions.	10%
5	Responsiveness to RFP Requirements	Completeness and clarity of proposal; adherence to format, instructions, and all requested elements.	10%
6	Local Preference	Contractor qualifies as a local vendor, under COUNTY policy detailed in Section 11.0 Preference for Local Contractors.	10%
	Total		100%

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 NMC reserves the right to act as its own reference if the proposer has provided services to NMC previously.

11.0 PREFERENCE FOR LOCAL CONTRACTORS

- 11.1 Local Preference Policy:** The COUNTY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the COUNTY. As per the Local Preference Policy (posted online at <http://www.natividad.com/about-us/vendors>) this solicitation utilizes a “best value” method of selection as opposed to a cost based selection only, therefore a *ten percent (10%) preference* will be applied to the scoring evaluation for an organization which qualifies as a Local Vendor. 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
 - 11.1.2 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
 - 11.1.3 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
 - 11.1.4 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
 - 11.1.5 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.
- 11.2 An organization which believes it meets the definition of a Local Vendor is advised to read the entire policy (link to policy posted in Section 11.1 above) AND for purposes of this procurement must register as a local vendor with the County via the Vendor Registration: <http://www.co.monterey.ca.us/admin/vendorinfo.htm>. **Firms should submit the Local Business Declaration Form with their proposal (RFP Attachment I – Local Business Declaration Form) attached hereto this solicitation.**

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 NMC will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal and 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 RFP 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 CONFIDENTIAL/PROPRIETARY/TRADE SECRET CONTENT

- 15.1 **Confidential, Proprietary, or Trade Secret Information: Proposals/Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law.** The County may refuse to consider any Proposal or Qualifications Package so marked. Proposals or Qualifications Package s submitted in response to this RFP will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 *et seq.*, and the Ralph M. Brown Act, Government Code Section 54950 *et seq.* Please be advised that all information and documents submitted to County by CONTRACTOR /CONSULTANTS shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR /CONSULTANTS, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County’s normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONTRACTOR /CONSULTANTS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFP or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR/CONSULTANT is agreeing to the County’s release of such information

and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR /CONSULTANTS CONTRACTOR /CONSULTANTS CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONTRACTOR's /CONSULTANT's responding to this RFP/RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONTRACTOR /CONSULTANTS CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal or Qualifications Package to be inspected.

- 15.2 All Proposals/Qualifications Packages received by COUNTY in response to this RFP shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFP, CONTRACTORS/CONSULTANTS acknowledge and agree to the terms of these Sections 15.1 and 15.2.

16.0 DEBARMENT/SUSPENSION POLICY

- 16.0 CONTRACTORS submitting a proposal should not be in current debarment status by the State of California. All CONTRACTORS submitting proposals in response to this solicitation will be cross checked against the California Department of Industrial Labor to ensure it is not in DLSE Debarment status. Any proposal submitted from a business entity with debarment status will not be considered for an agreement award.

17.0 PIGGYBACK CLAUSE

- 17.1 Certain County of Monterey Departments, in addition to NMC, may have a need for locum tenens managed services providers (MSP) at any time during the term of the Agreement(s) resulting from this RFP. If deemed in the best interest of the County of Monterey, then County departments may also offer service Agreements to awarded CONTRACTORS of this RFP. The Agreement terms and conditions, including pricing, would be identical throughout the piggyback Agreements.

SAMPLE AGREEMENT SECTION

(SAMPLE) AGREEMENT

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, a political subdivision of the State of California, and (*CONTRACTOR NAME WILL BE STATED HERE*), hereinafter referred to as “CONTRACTOR.”

1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-94) for locum tenens managed services provider (MSP) in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

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

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

2.0 PERFORMANCE OF THE AGREEMENT

- 2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP #9600-94 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-94. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #9600-94 dated _____, including all attachments and exhibits.
Addendum (or Addenda) #_____
CONTRACTOR’S Proposal dated _____,
Security for CONTRACTOR’S proposal,
AGREEMENT,
Payment and Performance Bonds
Certificate of Insurance
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR’S Proposal, RFP # 9600-94 including all attachments and exhibits, Addendum/Addenda issued, Certificate of Insurance, and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 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.
- 18.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

(Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.

4.0 TERM OF AGREEMENT

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

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.5 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.
- 5.6 Tax:
 - 21.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 21.6.2 County is registered with the Internal Revenue Service, San Francisco office, 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.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices 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
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912
- 6.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

- 6.3 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).
- 6.4 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.

7.0 STANDARD INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including 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.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 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.
- 8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 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.

8.2.1.2 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.

8.2.1.3 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.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be 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.

8.3.2 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.

8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County 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.

8.3.4 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.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County 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.

9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment

and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

11.0 CONFLICT OF INTEREST

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project or the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RECORDS AND CONFIDENTIALITY

- 13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.
- 13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC 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.

14.0 BACKGROUND CHECKS

NMC's Human Resources division shall coordinate criminal background checks for all personnel working at NMC. The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

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

CONTRACTOR and NMC shall agree to and execute the Business Associates Agreement attached hereto as EXHIBIT B as a binding part of this AGREEMENT.

16.0 FORCE MAJEURE

Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

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.

Travel Reimbursement is not allowed for this AGREEMENT.

18.0 CLEANUP

During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT.

CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by NMC.

19.0 DAMAGE

The CONTRACTOR shall be held responsible for any breakage, loss of NMC's equipment or supplies through negligence of the CONTRACTOR or his employee while working on NMC's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to NMC any damages to the premises resulting from services performed under this AGREEMENT.

20.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

FAX No.: (831) 757-2592

TO CONTRACTOR:

Name
Address

FAX No. _____

Email _____

Tel. No. _____

21.0 LEGAL DISPUTES

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

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

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

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

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND RFP SIGNATURE PAGE

Exhibit A – Rate Sheet

Specialty	HOURLY	24 HR CALL (Includes 8 hrs. pt care unless otherwise specified)	OFF SITE NIGHT CALL callback billed at hourly rate	Permanent Placement Fee
Anesthesiology				
Cardiology				
Cardiology, Interventional				
Cardiology, Invasive				
Critical Care/ICU (12 Hour Day)				
Critical Care/Traum Surgery (24 hour in-house)		N/A	N/A	
CRNA				
Dermatology				
Emergency Medicine				
Endocrinology				
Family Medicine				
Family Medicine w/OB				
Gastroenterology				
Surgery (General)				
Hematology/Oncology				
Hospitalist (FM/IM) (12-hour shift)		N/A	N/A	
Infectious Disease				
Neonatology				
Nephrology				
Neurological Surgery				
Neurology				
Nurse Practitioner - Adult		N/A		
Nurse Practitioner - Critical Care (12-hour shift)		N/A		
Nurse Practitioner - Neonatal (24-hour shift)		N/A		
OB/GYN		N/A		
Ophthalmology (Surgery)				
Orthopedic Surgery				
Otolaryngology (ENT)				
Pathology				
Pediatric Outpatient				
Pediatric Hospitalist (24-hour shift)		N/A	N/A	
Physical Medicine and Rehabilitation				
Physician Assistant				
Podiatry				
Primary Care (FM/IM)		N/A		
Pulmonology Outpatient				
Psychiatry				
Radiology Diagnostic				
Radiology Interventional				
Rheumatology				
Urology				
Vascular Surgery				

1. Rates are all-inclusive of travel and administrative fees including Medical Staff application fee.
2. Rates may be amended from time-to-time as need to achieve a fair and competitive market rate with approval by all Parties.
3. Holiday rate will be \$30 per hour in addition to the all-inclusive hourly rate for the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.
4. Permanent Placement Fee is waived if Provider was previously contracted, employed or otherwise engaged with Hospital.
5. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.
6. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, verification of time spent providing the services, etc.
7. County may, at its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
8. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

EXHIBIT-B

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 (“E PHI”) 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 (v) 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: _____

Request for Medical Staff Application (Pre-application)**Name (please print):** _____

- To qualify to receive an application packet, the Medical Staff and Board of Trustees of Natividad require the potential applicant to submit a completed pre-application form. If the requirements are met, the applicant will be eligible to apply to Natividad Medical Staff.
- Natividad Medical Staff Leadership will review the completed pre-application form.
- In the event where the pre-application requirements are not met, the potential applicant will be notified that they are not eligible for medical staff membership.

Please read carefully. If you do not meet these qualifications, please do not submit the pre-application.

PLEASE CHECK ☒ EITHER **YES** OR **NO** AND RETURN THIS FORM

1. Are you currently licensed to practice in the State of California (or pending)?
☐ **Yes**— Additional information will be requested in the application packet.
☐ **No—STOP.** You do not meet the minimum requirements for membership and privileges.
2. Have you been placed on probation or sanctioned by any State Licensing Board within the past five (5) years?
☐ **No**— Additional information will be requested in the application packet.
☐ **Yes—STOP.** You do not meet the minimum requirements for membership and privileges.
3. Do you have professional liability insurance coverage with the limits of liability of at least \$1 million/\$3 million affording coverage at Natividad? **OR** ☐ Will be applying for Beta or The Mutual
☐ **Yes**— Additional information will be requested in the application packet.
☐ **No—STOP.** You do not meet the minimum requirements unless applying for Beta
4. Have you ever been or are you excluded, under the authority of the OIG, from participating in federally sponsored health care programs?
☐ **No**— Additional information will be requested in the application packet.
☐ **Yes—STOP.** You do not meet the minimum requirements for membership and privileges.
5. Have you been denied or removed from Medical Staff or Professional Staff at another Hospital or Healthcare Facility?
☐ **No**— Additional information will be requested in the application packet.
☐ **Yes—STOP.** Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed to by the Medical Staff Office

6. Have you established or plan to establish a practice or residence within a reasonable distance of the hospital?
- ☐ **Yes**— Additional information will be requested in the application packet.
- ☐ **No—STOP.** You do not meet the minimum requirements for membership and privileges.
7. Are you currently certified in your primary area of practice by either the American Board of Medical Specialties (ABMS) recognized board or AOA recognized board, ABPS, ABOMS, ABGD, ABPD or ABPP? Applicants who are not board certified at the time of application must obtain board certification within the timeframe defined by their specialty board. For Advance Practice Professionals (APP), are you currently certified by a National Certification board, i.e., CNM, NBCRNA, NCCNP, ANCC, NCCPA? **OR** ☐ N/A to Sexual Assault Forensic Examiners
- ☐ **Yes**— Additional information will be requested in the application packet.
- ☐ **No—STOP.** You do not meet the minimum requirements for membership and privileges.
8. Have you had activity at a Joint Commission, DNV Healthcare, or CMS accredited hospital within the past 24 months?
- ☐ **Yes**— Additional information will be requested in the application packet.
- ☐ **No—STOP.** You do not meet the minimum requirements for requesting privileges.
9. Has your medical staff membership or clinical privileges ever been involuntarily limited, reduced, surrendered, or revoked? Or have you ever voluntarily allowed to expire or withdrawn a request for membership or clinical privileges while under investigation or to avoid an investigation?
- ☐ **No**— Additional information will be requested in the application packet.
- ☐ **Yes—STOP.** Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed to by the Medical Staff Office
10. Have you ever been convicted of any crime (other than a minor traffic violation) or is any such action pending?
- ☐ **No**— Additional information will be requested in the application packet.
- ☐ **Yes—STOP.** Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed by the Medical Staff Office
11. Do you have any pending malpractice claims, any single action malpractice settlement more than \$100,000, more than two malpractice claims, or any malpractice action in the prior five years?
- ☐ **No**— Additional information will be requested in the application packet.
- ☐ **Yes—STOP.** Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed by the Medical Staff Office

Signature: _____ **Date:** _____

Exhibit D - APPLICATION CHECKLIST

To submit your Application, the following items must be complete and present in the Application:

Required Item	Comments
Application	all sections completed
<ul style="list-style-type: none"> Attestation Questions answered 	Explanations provided as needed
Application forms:	Dated, signed & Returned
<ul style="list-style-type: none"> Consent forms 	
<ul style="list-style-type: none"> Professional Liability Action Explanation Form 	
<ul style="list-style-type: none"> Medicare Physician Acknowledgement Statement 	
<ul style="list-style-type: none"> Medical Record / Pharmacy Signature Page 	Wet signature required
<ul style="list-style-type: none"> Data Security & Confidentiality Agreement & Access Request Form 	
<ul style="list-style-type: none"> Medical Staff Peer Review Activity Confidentiality Agreement 	
<ul style="list-style-type: none"> Natividad Compliance Program 	
<ul style="list-style-type: none"> Practitioner Code of Conduct 	
<ul style="list-style-type: none"> Dr First electronic prescription agreement 	Wet signature required
<ul style="list-style-type: none"> Online User Access Agreement 	
Nonrefundable application fee, see attached Policy	Check payable to Natividad Medical Staff
Privilege delineation list or practice prerogative form	Select privileges you qualify for and will use at Natividad
Documentation of inpatient activity and procedures performed during the prior 24 months as required for privileges requested	Activity to support privileges requested
Copy of current California Medical or Professional License	
Copy of current DEA certificate with CA address & paid status	
Copy of current ATLS, ACLS, PALS, NRP and/or other certificate as required for privileges requested,	
Copy of current radiology or fluoroscopy certificate, if applicable	
Copy of malpractice insurance certificate for privileges at Natividad	
Documentation of CME/CE for last two years related to your specialty	
Documentation of current TB test taken within the prior 12 months or 2 view chest x-ray (taken within prior 5years) if history of PPD positive	Affiliate & Telemedicine exempt
Documentation of COVID vaccination and booster	Affiliate & Telemedicine exempt
Documentation of current influenza vaccination	Affiliate & Telemedicine exempt
A wallet sized current color photo of applicant.	Will be used for your badge
Color copy of applicant's government issued photo ID, driver's license, passport or current hospital badge with photo	For identification purposes
Explanation for any gaps 90 days or longer in applicant's professional career since start of medical education.	
Delegation of Services Agreement, completed, signed and dated	Physician Assistants only

Attachment I – Local Business Declaration Form

If a business entity is 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, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity 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/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>

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 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.

Select that which is applicable to your business entity (at least one in order for a business to be considered local):

- ☐ It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within 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 as defined as “Area”; and
- ☐ It employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; and
- ☐ It’s business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its 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"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and Db a 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.

Bidders who do not qualify as a local business as per the policy should not submit this form.

RFP SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # 9600-94
ISSUE DATE: Friday, September 12, 2025



RFP TITLE: Locum Tenens Managed Services Provider (MSP)

**PROPOSALS ARE DUE IN THE OFFICE OF THE
NMC CONTRACT MANAGER BY 3:00 P.M., LOCAL TIME, ON
Friday, October 10, 2025**

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

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Freddy Vigilmartinez, Management Analyst, NMC Contracts Division
E-mail: vigilmartinezf@natividad.com
Fax: (831) 783-2635

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

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8 and 9 HEREIN

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

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS 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: _____

Street Address/P.O. Box: _____ City: _____ State: _____ ZIP: _____