COUNTY OF SAN MATEO Departmental Correspondence

DATE: JUL 1 0 2001 HEARING DATE:

Honorable Board of Supervisors

Timothy B. McMurdo, Director, Hospital & Clinics Division

Agreements with Agostini Nurse Staffing, First Call Nursing Services, Health Staffing Solutions, Inc., HRN Services, Inc., Maxim Healthcare Services, Inc., Medical Resource Network, Medstaff, Nursefinders, Nurse Providers, Registry

Network, and Relief Nursing

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute agreements with Agostini Nurse Staffing, First Call Nursing Services, Health Staffing Solutions, Inc., HRN Services, Inc., Maxim Healthcare Services, Inc., Medical Resource Network, Medstaff, Nursefinders, Nurse Providers, Registry Network, and Relief Nursing for temporary nursing services for various programs of the Health Services Agency.

Background

Health Services uses nursing registries to augment permanent nursing staff. Registries are used for filling nursing vacancies, meeting unexpected increases in census and patient acuity, and substituting for employees' illnesses, extended leaves of absences, and workers' compensation.

Discussion

Registries provide the divisions access to nursing staff available to fill in for vacancies when necessary. Because nurses usually register with only one registry at a time, agreements with several registries are maintained to have maximum access to the available work force. These agreements will provide Health Services' staff with greater versatility and a broad base for temporary and on-call nursing personnel.

In past years, divisions contracted separately with the nurse registries. Duplication of work has been eliminated by consolidating all Health Services' nurse registry needs. Language of the agreements has been streamlined to address competency specifications, licensure verification, and physical examination processes. Rates are now consistent among the divisions as well as among the registries.

Honorable Board of Supervisors Agreements (11)/Nurse Registries Page 2

In lieu of issuing a Request for Proposals, all known registries were contacted for inclusion; the rates are the result of negotiations. A regional survey was conducted by Hospital Administration to determine competitive rates.

The divisions within Health Services that typically utilize nurse registry services include: Hospital and Clinics (including Long Term Care and Correctional Health), Public Health, and the AIDS Program.

The language regarding non-discrimination and equal benefits are included in these agreements. Of the eleven agreements, seven offer medical benefits to the spouses or partners of employees, the other four (First Call Nursing Services, Inc., Health Staffing Solutions, Inc, Nurse Providers, Relief Nursing Services) only offer benefits to employees and not to spouses.

Term and Fiscal Impact

The agreements will be in effect for three years, from July 1, 2001 through June 30, 2004. The maximum the County shall be obligated to pay collectively under single resolution is \$1,494,900.

Funds are included in the various Health Services budgets and will be requested in subsequent budget requests as follows:

Org No	Division/Department	2001-02	2002-03	2003-04
66031	San Mateo County General Hospital	\$468,300	\$468,300	\$468,300
67000	Long Term Care (Rehab & Geropsych)	\$7,000	\$ 7,000	\$ 7,000
63110	Correctional Health	\$8,000	\$8,000	\$8,000
66450	AIDS Program	\$ 15,000	\$ 15,000	\$ 15,000
TOTAL ANNUAL		\$498,300	\$498,300	\$498,300
GRAND TOTAL			\$1,494,900	

RECOMMENDED

HEAT TH SERVICES

RESOLUTION NO.	
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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH AGOSTINI NURSE STAFFING, FIRST CALL NURSING SERVICES, HEALTH STAFFING SOLUTIONS, INC., HRN SERVICES, INC., MAXIM HEALTHCARE SERVICES, INC., MEDICAL RESOURCE NETWORK, MEDSTAFF, NURSEFINDERS, NURSE PROVIDERS, REGISTRY NETWORK, AND RELIEF NURSING

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there have been presented to this Board of Supervisors for its consideration and acceptance agreements, reference to which is hereby made for further particulars, whereby Agostini Nurse Staffing, First Call Nursing Services, Health Staffing Solutions, Inc., HRN Services, Inc., Maxim Healthcare Services, Inc., Medical Resource Network, Medstaff, Nursefinders, Nurse Providers, Registry Network, and Relief Nursing shall provide temporary nursing services at various divisions of the Health Services Agency; and

WHEREAS, this Board has been presented with forms of the Agreements and has examined and approved them as to both form and content and desires to enter into the Agreements:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signatures thereto.

AGREEMENT WITH AGOSTINI NURSE STAFFING FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the COUNTY OF SAN	MATEO,
hereinafter called "County," and AGOSTINI NURSE STAFFING, hereinafter ca	lled
"Contractor";	

<u>WITNESSETH</u>:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Agostini Nurse Staffing 93 Moraga Way Suite 200A Orinda, CA 94563

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	AGOSTINI NURSE STAF	FING
By:	By: 8may Rr	<u>/</u>
Date:	Date: 5-30-0/	
ATTEST:		
By:Clerk of Said Board		
Date:		

SCHEDULE C

Contract between County of San Mateo and Agostini Nurse Staffing, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

•			
The Contractor(s): (Check a or b)			
a. () employs fewer	than 15 persons.		
b. (v) employs 15 or regulation (45 C.F.R. 84.7 (a)) efforts to comply with the DHI	, has designated the form. HS regulation.	llowing person(s) to	(a) of the coordinate its
Name o	of 504 Person - Type o	r Print	-
Agostini Nurse Staffing		93 Moraga W	ay, Suite 200A
Name of Contractor(s) - Type or Print		Street Address or PO Box	
Orinda		CA	94563
City		State	Zip Code
I certify that the above information is	_	1	
5-30-01	Smay	d Title of Authorized	tor of Ru
Date	Signature an	d Title of Authorized	Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 20	May 14, 2001			
To:	Priscilla M	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864			
From:	Tere Larcin	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267			
Subject:	Contract Insurance Approval				
DO THEY PERCENT NUMBER DUTIES (SI	TRAVEL: No OF TRAVEL OF EMPLOY PECIFIC): Co	•	one vide temporary s	taffing services	on a daily "on
<i></i>					
COVERAGI	<u>3:</u>	Amount	Approve	Waive	Modify
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Motor Vehic	le Liability:			<u> </u>	
Professional	Liability:	Fim	1/2		
Worker's Co	mpensation:	Statutory			
REMARKS/	COMMENTS:				

Juilla Morse SIGNATURE

SACORD CORPORATION :

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		FICATE OF LIA				DATE (MM/DDM) 06/29/0:
E	PRODUCER EGI/Argo Insurance CA License #0660864 P.O. Box 232017		ONLY AND HOLDER. T	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMA ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND ALTER THE COVERAGE AFFORDED BY THE POLICIES BE		
	easant Hill CA 94523- none: 925-682-7001 Fa			INSURERS	AFFORDING COVERAG	E
INS	URED		INSURER A:	St. Paul In	surance Company	
	Agostini & Asso	ciates, Inc.		State Compe	nsation Insurar	108
	Aftn: Linda Ac	rostini	INSURER C:			
	93 Moraga Way, Orinda CA 94563		INSURER E:			
CC	VERAGES			E		
A N	NY REQUIREMENT, TERM OR CONDITION OF	DW HAVE BEEN ISSUED TO THE INSURED N DF ANY CONTRACT OR OTHER DOCUMENT BY THE POLICIES DESCRIBED HEREIN IS: Y HAVE BEEN REDUCED BY PAID CLAIMS.	WITH RESPECT TO WHICH	HTHIS CERTIFICATE	AAY BE ISSUED OR	
INSI LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMIT	rs
	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,00
A	X COMMERCIAL GENERAL LIABILITY	FK06604583	07/01/00	08/01/01	FIRE DAMAGE (Any one fire)	
	CLAIMS MADE X OCCUR		·	*	MED EXP (Any one person)	\$5,000
			•		PERSONAL & ADV INJURY	\$1,000,00
	25/11/2005				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPIOP AGG	\$1,000,000
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	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	ε
					PROPERTY DAMAGE (Per accident)	ε
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	222 W. 39th Ave. San Mateo, CA 94403			/ES.	11/20 8)

ACORD 25-S (7/97)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification	•	in the second			
Name of Contractor:	AGOSTINI	AS BY	soc.		
Contact Person:	SANOI M				
Address:	93 MORA			200A	
	ORINDA				
Phone Number: 925	- 254-0570	Fax Numl	per: <u>925 - 3</u>	7 <u>54-1/</u> 8	3
Il Employees					
Does the Contractor have	ve any employees?	1 ✓Yes N	No		
Does the Contractor pro	vide benefits to spor	uses of employ	ees? Yes	s No	
	ver-to one or both of the a			•	
III Equal Benefits Compli	ance (Check one)	And the			
Yes, the Contractor employees with spo Yes, the Contractor in lieu of equal bene No, the Contractor of The Contractor is unand expires on	uses and its employed complies by offering fits. loes not comply. Inder a collective barg	ees with domes a cash equiva	stic partners. lent payment to	eligible emp	oloyee
V Declaration			·		
I declare under penalty of true and correct, and that	I am authorized to bi	nd this entity of		at the forego	ing is
Executed this 30 day of	MAY , 20 6/ at _	ORINOA	11	CA	94
	,	(City)		(State)	
		0.44		a. /	٠
Signature		Name ((Please Print)	R	
Aut In			012812	20	
Title 0	- Tourne		Identification N	Number	

AGREEMENT WITH FIRST CALL NURSING SERVICES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	_day of
, 2001, by and between the COUNTY OF SAN	N MATEO,
hereinafter called "County," and FIRST CALL NURSING SERVICES, INC., he	ereinafter called
"Contractor";	

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. <u>Insurance</u>

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

First Call Nursing Services, Inc. 1115 South Victoria Dr. Milpitas, CA 95035

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	FIRST CALL NURSING SERVICES, INC
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By Macagar of
Date:	Date: 6/4/01
ATTEST:	
By:Clerk of Said Board	
Date:	

SCHEDULE C

Contract between County of San Mateo and First Call Nursing Services, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)		
a. () employs fewer than 15 persons.		
b. (V) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.		
lelina Salazar - Can	nillo	
Name of 504 Person - Type or Print		
First Call Nursing Services, Inc.	1115 South Victoria Dr.	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
Milpitas	CA	95035
City	State	Zip Code
I certify that the above information is complete and correct to the best of my knowledge.		
6/4/01	Alman	
Date Signature and	d Title of Authorized	Official
*Exception: DHHS regulations state that:		

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

Date:	May 14, 20	001	·				
To:	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864						
From:	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267						
Subject:	Contract Insurance Approval						
CONTRACT		Call Nursing So	ervices				
PERCENT O		•					
DUTIES (SP)	ECIFIC): Co	TEES: More than of the contractor shall prove the county and as designed.	vide temporary s	_	on a daily "on-		
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	none: 925-682-7001 Fa	k: 925-682-7024		WOONERO.		- 	
INS	URED		INSURER A:	New Hampshi	re Insurance Co	en e	
			INSURER B:	National Ur	ion Fire		
First Call Nursing Services 1115 South Park Victoria Drive Milpitas CA 95035		INSURER C:		4 -			
		INSURER D:					
_			INSURER E:				
CC	VERAGES			•			
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INSF	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MW/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s	
	GENERAL LIABILITY		,		EACH OCCURRENCE	\$1,000,00	
Α	X COMMERCIAL GENERAL LIABILITY	LX634-27-99	06/15/01	06/15/02	FIRE DAMAGE (Any one fire)	\$50,000	
	CLAIMS MADE X OCCUR					MED EXP (Any one person)	\$5,000
	COMMS MADE A OCCUR			[i		, , , , , , , , , , , , , , , , , , , ,	
	COOMS MADE A OCCUR				PERSONAL & ADV INJURY	\$1,000,00	
	COMMS MODE X OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER-				PERSONAL & ADVINJURY	\$1,000,00	
A	GEN'L AGGREGATE LIMIT APPLIES PER	LX634-27-99	06/15/01	06/15/02	PERSONAL & ADVINJURY GENERAL AGGREGATE	\$1,000,00 \$2,000,00	

(Per person) SCHEDULED AUTOS X HIRED AUTOS BODILY INJURY (Per accident) 2 X NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EA ACC OTHER THAN AUTO ONLY: AGG EXCESS LIABILITY EACH OCCURRENCE OCCUR CLAIMS MADE AGGREGATE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-OTH-E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER & E.L. DISEASE - POLICY LIMIT \$ OTHER B | PROFESSIONAL HHA6910306 06/15/01 06/15/02 \$1000000 EACH CLAT LIABILITY \$3000000 AGGREGATE DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTISPECIAL PROVISIONS

CERTIFICATE HOLDER	И	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SANM222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPID-
			DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITT
San Mateo	Co	untv	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO
General H			IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF
222 W. 39			REPRESENTATIVES. *
San Matec		2 2/1/03	

ACORD 25-S (7/97)

@ACORD CORPORATION

May. 21 2001 02:21PM P3 NO. 0833 P. 1/1

BROKER COPY

STATE P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

MAY 21, 2001

GROUP:

POLICY NUMBER: CERTIFICATE ID:

1189920-2001

GERTIFICATE EXPIRES: 06-01-2002 06-01-2001/06-01-3002

EAN MATEO COUNTY HOSPITAL 222 W. 39TH STREET SAN MATEO CA 94403

This is to cartify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or after the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.

AUTHORIZATO REPRESENTATIVA

KeBollier

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1.000,000 PER OCCURRENCE

EMPLOYER

FIRST CALL NURSING SERVICES, INC. 1115 5 PARK VICTORIA DR MILPITAS CA 95035

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Name of Contractor: FIRST CALL NURSING SVCS, INC. Contact Person: CELINA SALATAR - CAMILLO Address: III5 S. PARK VICTORIA DR. MILPITAS, CA. 95035 Phone Number: 408-262-1533 Fax Number: 408-941-9450 II Employees Does the Contractor have any employees? Yes No Does the Contractor provide benefits to spouses of employees? Yes No "If the answer-to one or both of the above is no, please skip to Section IV." III Equal Benefits Compliance (Check one) Yes, the Contractor complies by offering equal benefits, as defined by Chapter employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on and expires on (date).	
Phone Number: 408-1612 Fax Number: 408-941-9452 Il Employees Does the Contractor have any employees? Yes No Does the Contractor provide benefits to spouses of employees? Yes No *If the answer-to one or both of the above is no, please skip to Section IV.* Ill Equal Benefits Compliance (Check one) Yes, the Contractor complies by offering equal benefits, as defined by Chapter employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on	
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 ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter employees with spouses and its employees with domestic partners. ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible in lieu of equal benefits. ☐ No, the Contractor does not comply. ☐ The Contractor is under a collective bargaining agreement which began on 	
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 employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on 	
	employee:
V Declaration	
I declare under penalty of perjury under the laws of the State of California that the fortrue and correct, and that I am authorized to bind this entity contractually.	egoing is
Executed this $\frac{4^{th}}{d}$ day of $\frac{\text{Line}}{d}$, $\frac{2001}{d}$ at $\frac{\text{Milgitas}}{d}$, $\frac{\text{CA}}{d}$.	
(City) (Sta	:e)
Haland Celina Salazar- Camill	· -
Signature Name (Please Print)	
Title 77-0330699 Contractor Tax Identification Number	

AGREEMENT WITH HEALTH STAFFING SOLUTIONS, INC. DBA STARMED FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the COUNTY OF SAN	MATEO,
hereinafter called "County," and HEALTH STAFFING SOLUTIONS, INC. DBA	STARMED,
hereinafter called "Contractor";	

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance -0-
- 3) Professional Liability\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Healthcare Staffing Solutions, Inc., dba Starmed 35 New England Business Center, Ste. 260 Andover, MA 01810 ATTN; Suzanne Monat

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	HEALTHCARE STAFFING SOLUTIONS, INC			
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By: Joyne Sucarry			
Date:	Date: 5/31/01			
ATTEST:				
By:Clerk of Said Board				
Date:				

SCHEDULE C

Contract between County of San Mateo and Healthcare Staffing Solutions, Inc., dba Starmed, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)	
a. () employs fewer than 15 persons.	
b. (\checkmark) employs 15 or more persons and, pur regulation (45 C.F.R. 84.7 (a)), has designated the feefforts to comply with the DHHS regulation.	
Name of 504 Person - Type	or Print
·	
Healthcare Staffing Solutionss, Inc. dba Starmed 35 N	ew England Business Center, Ste. 260
Name of Contractor(s) - Type or Print	Street Address or PO Box
Andover	MA 01810
City	State Zip Code
I certify that the above information is complete and correct	to the best of my knowledge.
5/31/0 Joyne	Sweeney VP Sales
Date Signature as	Acreany VP Saland Title of Authorized Official
*Exception: DHHS regulations state that:	\$

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
- 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital 222 West 39th Avenue San Mateo, CA 94403 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 20	001				
To:	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864					
From:	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267					
Subject:	Contract In	surance Approval	-			
CONTRACT	<u>OR</u> : Healt	th Staffing Solu	tions, Inc.,	dba Starmed	7	
DO THEY T	RAVEL: No).				
PERCENT O	F TRAVEL	TIME:				
NUMBER O	F EMPLOY	EES: More than o	one			
		ontractor shall prov County and as des			on a daily "on	
COVERAGE:		Amount	Approve	Waive	Modify	
Comprehensiv		7/m_	V			
Motor Vehicle Professional L		\$ 1m				
Worker's Con	•	Statutory				

REMARKS/COMMENTS:

Signature

Signature

Client#: 34691 HEALTHTOUR ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MINUDU/T 02/23/0 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMALIS ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND © J. W. Terrill, Inc. 16091 Swingley Ridge Road #200 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELL Chesterfield, MO 63017 **INSURERS AFFORDING COVERAGE** Mickey Harrington#636-728-7649 INSURED Specialty Insurance Company INSURER A: StarMed INSURER B 35 New England Business Center INSURER C Suite 260 INSURER D 01810 Andover, MA INSURER E: COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAND ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EXPIRATION DATE (MM/DD/YY) TYPE OF INSURANCE · POLICY NUMBER LIMITS HCF38831108 03/01/01/03/01/02 \$5,000,C A GENERAL LIABILITY **EACH OCCURRENCE** \$1,000,C X COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any one fire) CLAIMS MADE X OCCUR MED EXP (Any one person) 5,0 PERSONAL & ADV INJURY \$5,000,C \$5,000,0 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$5,000,0 POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS HIRED AUTOS **BODILY INJURY** (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EA ACC OTHER THAN AUTO ONLY: AGG Α HCU38831109 03/01/01 03/01/02 **EXCESS LIABILITY** EACH OCCURRENCE \$5,000,0 X OCCUR X CLAIMS MADE AGGREGATE \$5,000,0 \$ DEDUCTIBLE RETENTION \$10,000 WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

* Retro Date: April 1, 1990

LIABILITY *

(Claims-Made)

OTHER PROFESSIONAL HCF38831108

San Mateo County Hospital is an Additional Insured as respects the contractual obligations of the Named Insured.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANYOF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE CANCEL
San Mateo County	Hospital	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WHITE
ATTN: Janelle Quintana		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SOST
222 39th Avenue		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS
San Mateo, CA 9	4403	REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE
<u> </u>		Jan W Timble Gr.

03/01/01 03/01/02

E.L. EACH ACCIDENT

MBM

E.L. DISEASE - EA EMPLOYEE \$
E.L. DISEASE - POLICY LIMIT \$

\$5,000,000 Per Clai

\$5,000,000 Aggregata

® ACORD CORPORATION

DATE (MM/DD/YY) CERTIFICATE OF LIABILITY INSURANCE CENTRE CE ACCRD. 03/28/01 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Lockton Companies/St. Louis ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 1 Cityplace Drive, Suite 160 St. Louis MO 63141 INSURERS AFFORDING COVERAGE Phone: 314-432-0500 INSURED INSURER A: Twin City Fire Insurance INSURER B STARMED STAFFING, IN C/O REHABCARE GROUP, 7733 Forsyth Blvd., St. Louis MO 63105, INSURER C Suite 1700 INSURER D #6 INSURER E: COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PER AIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY NUMBER LIMITS TYPE OF INSURANCE EACH OCCURRENCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any one fire) 5 MED EXP (Any one person) \$ CLAIMS MADE OCCUR PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG S GEN'I, AGGREGATE LIMIT APPLIES PER POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) \$ SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY **AUTO ONLY - EA ACCIDENT** ANY AUTO FA ACC OTHER THAN AUTO ONLY: AGG **EXCESS LIABILITY** EACH OCCURRENCE S OCCUR CLAIMS MADE **AGGREGATE** S \$ DEDUCTIBLE 5 RETENTION X WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMILLOYERS' LIABILITY 84 WN D65300 (AOS) 04/01/01 04/01/02 E.L. EACH ACCIDENT \$1,000,00 Α 04/01/01 04/01/02 84 WBR D65301 (WI) ELL DISEASE - EA EMPLOYEE \$ 1,000,00 ELL DISEASE - POLICY LIMIT | \$ 1,000,00 OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE LA. 6SANM01 DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS SAN MATEO COUNTY GENERAL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO HOSPITAL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS . 222 39TH AVENUE SAN MATEO, CA 94403

ACORD 25-S (7/97)

© ACORD CORPORATION 1

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Ì	Vendor Identification			
	Name of Contractor:	StarMed Staffin	g Group	·
	Contact Person:	Suzanne Monat		
	Address:	35 New England	Business Center, Suit	e 260
		Andover, MA 018	10	
•	Phone Number:	800/782-7633	Fax Number:8	00/700-1338
]]	Employees			
	Does the Contractor have	e any employees?	✓ Yes No	
Does the Contractor provide benefits to spouses of employees?Yes No				Yes <u>√</u> No
	If the answe	er-to one or both of the	above is no, please skip to S	Section IV.
	l Equal Benefits Complia	ince (Check one)		
	employees with spour	uses and its employ complies by offering its. oes not comply. der a collective bar	ees with domestic partr g a cash equivalent payr	ned by Chapter 2.93, to its ners ment to eligible employees th began on (date)
٧	/ Declaration			
	declare under penalty of prue and correct, and that I			
E	Executed this <u>lst</u> day of	<u>July</u> , 20 <u>01</u> at	Andover	, <u>MA</u>
			(City)	(State)
_	Joyce Amean		Voyce C Name (Please	Sweeney Print)
	Signature	•		1 11111 <i>)</i>
_	Title	<u> </u>	04-3063643 Contractor Tax Identifi	cation Number
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AGREEMENT WITH HRN SERVICES, INC.

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	
, 2001, by and between the COUNTY OF SAN	I MATEO,
hereinafter called "County," and HRN SERVICES, INC., hereinafter called "Con	ntractor";
WITNESSETH:	

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing,

provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital 222 West 39th Avenue San Mateo, CA 94403 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

HRN Services, Inc. 1999 South Bascom Avenue Campbell, CA 95008

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	HRN SERVICES, INC.
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By: Maggie Kite
Date:	Date: 6/1/01
ATTEST:	
By:Clerk of Said Board	
Date:	

SCHEDULE C

Contract between County of San Mateo and HRN Services, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)		
a. () employs fewer than 15 persons.		
b. () employs 15 or more persons and, puregulation (45 C.F.R. 84.7 (a)), has designated the efforts to comply with the DHHS regulation.		• •
		·
Name of 504 Person - Type	or Print	····
HRN Services, Inc.	1999 South Base	com Avenue
Name of Contractor(s) - Type or Print	Street Address	s or PO Box
Campbell	CA	95008
City	State	Zip Code
I certify that the above information is complete and correct (a) (a) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	to the best of my known to the	ond Dere

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

^{*}Exception: DHHS regulations state that:

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.
 - For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.
- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

413 707 4004

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 2	001			
To:	Priscilla M	forse, Risk Manager	nent/ Pony # E	PS 163 <u>Fax</u> # 36	53-4864
From:	Tere Larci	na, Hospital and Cli	nics/ <u>Pony</u> # H()S316/ <u>Fax</u> # 22	67
Subject:	Contract Ir	surance Approval			
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REMARKS/COMMENTS:

Signature

Signature

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			INSURER B: St	ate Farm Insu	- -	
	8383 Wilshire Bou	levard #258	INSURER C: CN	A Surety Comp	any	
	Beverly Hills, CA	A 90211	INSURER D:			
_	1		INSURER E:			
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CERTIFICATE HOLDER

ACORD 25-S (1/95)

SAN MATEO COUNTY HEALTH CENTER HOSPITAL AND CLINICS DIVISION 222 W. 39TH AVENUE SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE.

EXPRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO "

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LE
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABIL
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AUTHORIZED REPRESENTATIVE

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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Vendor Identification			
Name of Contractor:	HRN SERVICES IN		
Contact Person:	ARTHUR FLASTER		
Address:	8383 WILSHIRE B	LVD., SUITE 258	
	BEVERLY HILLS,	CA 90211	
Phone Number:	(323) 951-1540	Fax Number: (323) 951–1456
Il Employees			
Does the Contractor have	e any employees?	X Yes No	
Does the Contractor prov	ide benefits to spo	ouses of employees?	X Yes No
If the answe	er-to one or both of the	above is no, please skip	io Section IV.
III Equal Benefits Complia	nce (Check one)		
employees with spou Yes, the Contractor c in lieu of equal benefit No, the Contractor do	ses and its employ omplies by offering its. Des not comply. Her a collective bar	vees with domestic page a cash equivalent page	efined by Chapter 2.93, to its artners. ayment to eligible employees in the control of the cont
IV Declaration			
l declare under penalty of p true and correct, and that I			
Executed this 31st day of	MAY , 20 <u>01</u> at	BEVERLY HILLS	CA
		(City)	(State)
1			
Signature		Name (Pleas	e Print)
PRESIDENT, CEO	•	95–4311034	·
Title		Contractor Tax Ident	ification Number

AGREEMENT WITH MAXIM HEALTHCARE SERVICES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the 0	COUNTY OF SAN MATEO,
hereinafter called "County," and MAXIM HEALTHCARE SE	ERVICES, INC., hereinafter called
"Contractor";	*

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. <u>Services to be Performed by Contractor</u>

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-
- 3) Professional Liability\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Maxim Healthcare Services, Inc. 1101 S. Winchester Blvd., Suite F 164 San Jose, CA 95128

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	MAXIM HEALTHCARE SERVICES, INC		
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By Christopher M. Bagosy Regional Controller		
Date:	Date: 6/12/31		
ATTEST:			
By:Clerk of Said Board			
Date:			

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)				
a. () employs fewer than 15	persons.			
b. (X) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.				
Ross McClennen				
Name of 504 P	Person - Type or Print			
Maxim Healthcare Services, Inc.	1101 S. Winchester Blvd.,	Ste. F 164		
Name of Contractor(s) - Type or Print	Street Address or PC	Box		
\				
San Jose	CA	95128		
City	State	Zip Code		
•		•		
I certify that the above information is complete	te and correct to the best of my know	/ledge.		
6/12/01	Pensay Bonn			
Date	Signature and Title of Authorized	Official		

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

SCHEDULE C

Contract between County of San Mateo and Maxim Healthcare Services, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 20	01			
To:	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864				
From:	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267				
Subject:	Contract Ins	urance Approval			
CONTRACTO	DR: Maxim l	Healthcare Servi	ces, Inc.		
DO THEY TR	AVEL: No.				
PERCENT OF	TRAVEL	IME:		,	
NUMBER O	F EMPLOY	EES: More than or	ne		
		ntractor shall provid County and as desc			on a daily "on-
COVERAGE:		Amount	Approve	Waive	Modify
Comprehensive	Liability:	7/m_	V		
Motor Vehicle	Liability:	,		V	-
Professional Lia	ability:	\$ /m_	1		
Worker's Comp	pensation:	Statutory			

REMARKS/COMMENTS:

Signature

Signature

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 12/01/2000 RODUCER (610)526-9130 FAX (610)526-2021 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Altus Partners, Inc. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 919 Conestoga Road Building 1, Suite 100 INSURERS AFFORDING COVERAGE Rosemont, PA 19010 ISURED Maxim Healthcare Services, Inc. ACE USA INSURER A 7080 Samuel Morse Drive Kemper Insurance Company INSURER 8: Columbia, MD 21046 INSURER C INSURER D INSURER E **OVERAGES** THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION TYPE OF INSURANCE POLICY NUMBER AHJ063768 11/30/2000 11/30/2001 1,000,00 EACH OCCURRENCE GENERAL LIABILITY 100,00 X COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any one fire) CLAIMS MADE X OCCUR MED EXP (Any one person) 2.3 2,000. PERSONAL & ADV INJURY 3,000,00 GENERAL AGOREGA GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/QP AGG 3,000,00 POLICY 1 LOC AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 1,000,00 ANY AUTO AHK063768 11/30/2000 11/30/2001 ALL OWNED AUTOS **BODILY INJURY** 3 (Per person SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Per accident) Q. NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT 3 DTUA YAA EA ACC \$ OTHER THAN AUTO ONLY AGG \$ XE0647319 11/30/2001 11/30/2000 EXCESS LIABILITY EACH OCCURRENCE 2,000,000 X OCCUR CLAIMS MADE 3 2,000,000 **AGGREGATE** 5 \$ DEDUCTIBLE RETENTION \$ X WC STATU-5BA 130 136-00 11/30/2000 11/30/2001 WORKERS COMPENSATION AND EMPLOYERS LIABILITY 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYER S E.L. DISEASE - POLICY LIMIT | 5 1,000,000

CRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADOED BY ENDORSEMENT/SPECIAL PROVISIONS tificate is issued as evidence of insurance.

AHJ063768

TIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
		EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
		30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
		BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
		OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
•	•	AUTHORIZED REPRESENTATIVE

11/30/2000

11/30/2001

\$2,000,000

\$10,000,000

©ACORD CORPORATION 1988

Each Occurrence:

Aggregate:

отнек Medical/Professional

Liability

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification	n			
Name of Contractor:	Maxim Healthca	are Services, In	ıc.	
Contact Person:	Ross McClenner	<u>n</u>		
Address:	1101 South Win	nchester Blvd.,	Suite F 164	
	San Jose, CA	95128		
Phone Number:	(800)884-6204	Fax Number: (408)244-2280	
II Employees				
Does the Contractor	have any employees?	Yes No		
Does the Contractor p	provide benefits to spo	uses of employees?	Yes No	
if the a	nswer-to one or both of the	above is no, please skip	to Section IV.	·
II Equal Benefits Com	pliance (Check one)			
employees with s Yes, the Contract in lieu of equal be No, the Contractor	pouses and its employ for complies by offering enefits. or does not comply. under a collective barg	ees with domestic pa	efined by Chapter 2.93, artners. ayment to eligible emplo	oyees
V Declaration				
I declare under penalty true and correct, and th			_ ·	ng is
Executed this 12thday	of <u>June</u> , 20 <u>01</u> at _	Columbia	Maryland	
		(City)	(State)	
Clus In Boy	m	Christopher M.		
Signature	•	Name (Pleas	se Print)	
Regional Controll	er	52-1590951 Contractor Tax Iden	tification Niverban	
Title		Contractor Lax Iden	uncation Number	

AGREEMENT WITH MEDICAL RESOURCE NETWORK FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of	
, 2001, by and between the COUNTY (OF SAN MATEO,	
hereinafter called "County," and MEDICAL RESOURCE NETWORK, h	nereinafter called	
"Contractor";		

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

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2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. <u>Assignments and Subcontracts</u>

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. <u>Interpretation and Enforcement</u>

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to

2) In the case of Contractor, to:

Contractor.

Medical Resource Network 4909 Lakewood Blvd., Ste. 540 Lakewood, CA 90712

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	MEDICAL RESOURCE NETWORK
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By: luci young
Date:	Date: (1 - 1 - 0)
ATTEST:	
By:Clerk of Said Board	
Date:	

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- 1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.
 - For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.
- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

SCHEDULE C

Contract between County of San Mateo and Medical Resource Network, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (C	Check a or b)			
a. (),	employs fewer than 15 p	persons.		
regulation (45	employs 15 or more per C.F.R. 84.7 (a)), has des ply with the DHHS regul	ignated the following		
	MacRina Ga Name of 504 Pe	CRCIA erson - Type or Print		
Medical Resou	irce Network	4909 Lak	ewood Blvd	., Suite 540
Name of Contractor	r(s) - Type or Print	Street A	Address or Po) Box
Lakewood			CA	90712
City _			State	Zip Code
	e information is complete	e and correct to the bes	st of my knov	wledge.
0-1-01		Mun	rung,	Kleiden
Date	•	Signature and Title	of Auth o rized	Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 200	01			
To:	Priscilla Mor	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864			
From:	Tere Larcina	, Hospital and C	linics/ <u>Pony</u> # HO)\$316/ <u>Fax</u> # 22	:67
Subject:	Contract Insu	urance Approval			_
CONTRAC	<u>TOR</u> : Medic	al Resource Ne	etwork		
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	909 Lakewood Blvd., wite 540		INSURER C:			
1 -		90712-	INSURER D:			
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FROM-DODGE WARREN PETERS 818-888-0187 T-633 P.02/02 F-434 CERTIFICATE OF LIABILITY INSURANCE DA ACORD. 05/31/01 PRODUČER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION Dodge, Warren & Peters - W.H. ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Insurance Services, Inc. MOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. P. O. Box 4367 Woodland Hills CA 91365-4367 INSURERS AFFORDING COVERAGE Phone: 618-888-2874 Fax: 816-888-4640 INSURER A State Compensation Ins. INSURER B INSURER C Medical Resource Network 4909 Lakewood Blyd 540 Lakewood CA 90712 INSURER D INSURER E COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORCED BY THE POLICIES DESCRIBED HERGIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY MAVE BEEN REDUCED BY PAID CLAIMS. POCICY EFFECTIVE POOCY EXPIRATION | DATE (MM/DD/YY) | DATE (MM/DD/YY) LIMITS TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any one Me) CLAIMS MADE | OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY 15 CENERAL ACGREGATE GENL ACCREGATE LIMIT APPLIES PER PRODUCTS - COMPIOP AGG POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (E-a aucadri) DTUA YAA ALL OWNED AUTOS **BODILY INJURY** (Fur person) SCHEDULED AUTOS HIRED AUTOS SOCILY INJURY (Per accident) **30TUA GEMWÖ-MÖM** PROPERTY DAMAGE GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EAACC 4 OTHER THAN AGC EXCESS LIABILITY EACH OCCURRENCE AGGREGATE OCCUR CLAIMS MADE **DEDUCTIBLE** RETENTION X TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS LIABILITY 1622079 03/22/01 03/22/02 | EL EACH ACCIDENT \$1,000,000 EL DIDEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 OTHER PESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS *10 days notice of cancellation for non-payment of premium. CERTIFICATE HOLDER N ADDITIONAL INSURED, INSURER LETTER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE THE COUNTYO DATE THEREOF, THE ISSUING INSURER WILL ENDRAYOR TO MAIL _ #30, DAYS WHILE County of San Mateo Hospital and Clinic Div. NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO Attn: Jere Larcina 222 W. 39th St. BY KIND UPON THE INSURER, ITS ASSETTE IMPOSE NO OBLIGATION OR MAR REPRESENTATIVES San Mateo CA 94403 AUTHOR

CACORD CORPORATION

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification			·
Name of Contractor:	Medical Re	source Network	<u></u>
Contact Person:	Marina (Janua Janua	
Address:	4909 Lakewao	d Blod Guite	. 540
	Lakewood	CA 90712	
Phone Number:	562-220-2838	Fax Number: <u>50</u>	2-220-2846
II Employees		/	-
Does the Contractor have	ve any employees? 👱	Yes No	
Does the Contractor pro			✓ Yes No
If the ansv	ver to one or both of the ab	ove is no, please skip to	Section IV.
III Equal Benefits Compli	ance (Check one)		
émployees with spo ✓ Yes, the Contractor in lieu of equal bene ✓ No, the Contractor of	ouses and its employee complies by offering a efits. does not comply. nder a collective barga	es with domestic parti cash equivalent pay	ned by Chapter 2.93, to its ners. ment to eligible employees ch began on (date)
IV Declaration			
I declare under penalty of true and correct, and that	I am authorized to bin	d this entity contracto	
Executed this day o	f June, 2001 at	allewood	_, CA
		(City)	(State)
lucia You	rg	Name (Please	un6
Signature	\mathcal{U} .	•	
- Phlydint Title		95-4693560 Contractor Tax Identif	

AGREEMENT WITH MEDSTAFF FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	_day of
, 2001, by and between the COUNTY OF SAN	N MATEO,
hereinafter called "County," and MEDSTAFF, hereinafter called "Contractor";	

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Medstaff 2409 Sacramento St. San Francisco, CA 94115

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	MEDSTAFF
Ву:	By:
Michael D. Nevin, President Board of Supervisors, San Mateo County	Marc Beaver National Siles Rep
Board of Supervisors, Ban Mateo County	National Siles Rep
Date:	Date: 5/30/2001
ATTEST:	
By: Clerk of Said Board	*
CICIX Of Said Board	i h
Date:	·

SCHEDULE C

Contract between County of San Mateo and Medstaff, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)		
a. () employs fewer than 15 persons.	1	
b. () employs 15 or more persons and, puregulation (45 C.F.R. 84.7 (a)), has designated the efforts to comply with the DHHS regulation.	following person(s	
Nancy E. Johnson Name of 504 Person - Type	on	
Name of 504 Person - Type	or Print	
Medstaff	2409 Sac	ramento St.
Name of Contractor(s) - Type or Print	Street Addr	ress or PO Box
San Francisco	CA	94115
City	State	Zip Code
certify that the above information is complete and correct 5/30/01 Mancy CC	<u>.</u>	knowledge. 2 <u>Alministrator</u> rized Official
Date Signature a	and Title of Author	rized Official
	1	

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- 1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.
 - For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.
- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date:	May 14, 20	01				
To:	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864					
From:	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267					
Subject:	Contract Ins	surance Approval				
CONTRACTO	<u>OR</u> : Med	staff				
DO THEY T	RAVEL: No					
PERCENT OF TRAVEL TIME:						
NUMBER OF EMPLOYEES: More than one						
<u>DUTIES (SPECIFIC)</u> : Contractor shall provide temporary staffing services on a daily "on-call" bases as requested by County and as described in Schedule A.						
COVERAGE:	-	Amount	Approve	Waive	Modify	
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Professional L	iability:	# Im				
Worker's Com	pensation:	Statutory	V.			

REMARKS/COMMENTS:

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Rosemont, PA 19010			INSURERS	AFFORDING COVERAG	iE	
INSURED Med Staff, Inc.		INSURER A:	Kemper			
PO Box 265		INSURER B:				
297 S. Newtown St.	Rd.	INSURER C:				
Newtown Square, PA	19073	INSURER D:	;		<u>.</u> .	
ı		INSURER E:				
COVERAGES			ı			
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Addendum to Liability Certificate Norman Spencer McKernan, Inc.

Named Insured:

Med Staff, Inc. etal Medical Professional Contractors, A Corporation MSI Scientific, Inc. HealthStaffers, A Division of Med Staff, Inc.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification				
Name of Contractor:	MFW :	STAFF ZENC.		
Contact Person:		·		
Address:	297 5	· WENTOWN	SMeet R	7
	New 70 w	· NEWTOWN A Square of	Jt 1907	3
Phone Number:	610-356-6337	•		
II Employees	£ .			
Does the Contractor ha	ave any employees?	<u> </u>		
Does the Contractor pr		<u>.</u> .	? <u>/</u> Yes _	No
If the ans	swer-to one or both of the	above is no, please sk	ip to Section IV.	
III Equal Benefits Comp	liance (Check one)			
☐ Yes, the Contractor☐ No, the Contractor	ouses and its employ or complies by offering nefits. does not comply. under a collective barg	ees with domestic part a cash equivalent	partners. payment to eli	igible employee
IV Declaration				
I declare under penalty of true and correct, and that	at I am authorized to b	ind this entity conti	ractually.	the foregoing is
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AGREEMENT WITH NURSEFINDERS FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	_day of
, 2001, by and between the COUNTY OF SAN	N MATEO,
hereinafter called "County," and NURSEFINDERS, hereinafter called "Contract	or";
<u>WITNESSETH</u> :	

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III). *for those policies where it is applicable,

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Nursefinders 4880 Stevens Creek Boulevard, Suite 103 San Jose, CA 95129

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	NURSEFINDERS INC. D/B/A NURSEFINDE RS OF SAN JOSE
Ву:	By wing
Michael D. Nevin, President	Jim Birmingham U
Board of Supervisors, San Mateo County	VP Staffing Division
Date:	Date: May 31, 2001
ATTEST:	
:	
By:	
Clerk of Said Board	
Date:	

SCHEDULE C

Contract between County of San Mateo and Nursefinders, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)			
a. () employs fewer than 15 perso	ns.		
b. (X) employs 15 or more persons regulation (45 C.F.R. 84.7 (a)), has designate efforts to comply with the DHHS regulation	ted the fo		• •
Jim Birmingham			
Name of 504 Person	- Type o	r Print	
	•	!	
Nursefinders	4880	Stevens Creek Bou	levard, Ste. 103
Name of Contractor(s) - Type or Print		Street Address	or PO Box
() 31			
San Jose	;	CA	95129
City		State	Zip Code
I certify that the above information is complete and	correct	,	-
May 31, 2001	أب [السنة	my -	
	nature an	Title of Authorized	d Official
*Exception: DHHS regulations state that:		7	

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- 1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.
 - For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.
- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital 222 West 39th Avenue San Mateo, CA 94403 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

		•			
Date:	May 14, 20	001		·	
To:	Priscilla M	lorse, Risk Managem	ient/ <u>Pony</u> # E	PS 163 <u>Fax</u> # 3	63-4864
From:	Tere Larcin	na, Hospital and Clir	nics/ <u>Pony</u> # HC)S316/ <u>Fax</u> # 22	.67
Subject:	Contract In	isurance Approval			
CONTRACT	OR: Nursef	inders			
DO THEY I	RAVEL: No	o.			
PERCENT C	F TRAVEL	TIME:			
NUMBER (F EMPLOY	(EES: More than or	ne		
		ontractor shall provide of county and as described as des			on a daily "on
COVERAGE	<u>:</u>	Amount	Approve	Waive	Modify
Comprehensi	ve Liability:	7/m	V		
Motor Vehicl	e Liability:			$\overline{\mathcal{V}}$	
Professional 1	Liability:	\$ 1m	1		
Worker's Con	mpensation:	Statutory	1		

REMARKS/COMMENTS:

<u>Suulla Morse</u> SIGNATURE

AGORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 09/28/00

PRODUCER

INSURED

Marsh USA Inc. 1601 Elm Street 2100 Thanksgiving Tower Dallas, TX 75201

Lynn Purdin (214) 765-8552

1701 E. Lamar Blvd., Suite #200

Nursefinders Inc.

Attn: Sharon Spencer

Arlington, TX 76006

709-40

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A NEW HAMPSHIRE INSURANCE CO.

COMPANY

B NATIONAL UNION FIRE INSURANCE CO.

COMPANY

ZURICH-AMERICAN INSURANCE COMPANY

COMPANY

D STEADFAST INSURANCE COMPANY

COVFRAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UMI	rs	
A	GENERAL LIABILITY	TCP331-80-81	10/01/00	10/01/01	GENERAL AGGREGATE	\$	2,000,
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$	1,000,
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	\$	1,000,
	OWNER'S & CONTRACTOR'S PROT	.		· ·	EACH OCCURRENCE	\$	1,000,
	- Simerica a solution and a series				FIRE DAMAGE (Any one fire)	\$	\$50,
					MED EXP (Any one person)	\$	5,0
Ą	AUTOMOBILE LIABILITY X ANY AUTO	TA331-80-86	10/01/00	10/01/01	COMBINED SINGLE LIMIT	\$	1,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
\ \	X HIRED AUTOS X NON-OWNED AUTOS	TA331-80-86	10/01/00	10/01/01 10/01/01	BODILY INJURY (Per accident)	\$	
	NON-OWNED AUTOS		10/01/00		PROPERTY DAMAGE	\$	
÷	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	s	-
	ANY AUTO				OTHER THAN AUTO ONLY:	Britanio construe Effectiviti di Seber	ethi dicidatogramhitani x - 1
					EACH ACCIDENT AGGREGATE	\$	
5	EXCESS LIABILITY	HHC81-82-895-07	10/01/00	10/01/01	EACH OCCURRENCE	\$	5 000
,	X UMBRELLA FORM	7111007 02 000 07	10/01/00	10/01/01	AGGREGATE	\$	5,000
ı	OTHER THAN UMBRELLA FORM					\$	
;	WORKERS COMPENSATION AND	WC9299006-00	10/01/00	10/01/01	X STATUTORY LIMITS		Silver and service Care 15
	EMPLOYERS' LIABILITY	WC9299007-00	10/01/00	10/01/01	EACH ACCIDENT	\$	1,000,
	THE PROPRIETOR/ X INCL				DISEASE - POLICY LIMIT	\$	1,000,
·	PARTNERS/EXECUTIVE OFFICERS ARE: EXCL				DISEASE - EACH EMPLOYEE	\$	1,000;
	OTHER PROFESSIONAL LIABILITY	HHA6913942 (01)	10/01/00	10/01/01	\$2,000,000 PER CLAIM \$5,000,000 AGGREGAT	E	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS.

CERTIFICATE HOLDER

-HOU-000061553-00

San Mateo County 225 West 37th Avenue San Mateo, CA 94403 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Sally H Dillenback

Stally 4. Dillenback

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification				
Name of Contractor:	Nursefinders, In	ıc. d/b/a Nursefinde	ers of San Jose	
Contact Person:	Ernie Lorenzo, E	Branch Director		
Address:	4880 Stevens Cre	eek Boulevard, Suite	<u> 103</u>	
	San Jose, Califo	ornia 95129		
Phone Number:	408-554-0422	Fax Number: _	4085540493	
· .	1 .			
II Employees				
Does the Contractor ha	ve any employees?	x Yes No		
Does the Contractor pro	ovide benefits to spo	uses of employees?	X Yes No	
If the ans	wer-to one or both of the	above is no, please skip t	o Section IV.	
II Equal Benefits Compl	iance (Check one)			,
employees with sport in lieu of equal benefit No, the Contractor of	ouses and its employ complies by offering efits. does not comply. Inder a collective bar	ees with domestic pa	efined by Chapter 2.93, to rtners. ayment to eligible employ nich began on (dat	ee
V Declaration				
I declare under penalty of true and correct, and that				is
Executed this 31st day o	f <u>May</u> , 20 <u>01</u> at _	Arlington	,Texas	
~ 2		(City)	(State)	
injund	· .	Jim Birmingham		
Signature	· · · · · · · · · · · · · · · · · · ·	Name (Pleas	e Print)	
TTD 01-551 D1 1 1		75 1/72072	•	
VP Staffing Division Title		75-1473273 Contractor Tax Ident	ification Number	

AGREEMENT WITH NURSE PROVIDERS FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the COUNTY OF SA	N MATEO,
hereinafter called "County," and NURSE PROVIDERS, hereinafter called "Con	ntractor";
WITNESSETH:	

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

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- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Nurse Providers 345 Gellert Boulevard, Suite F Daly City, CA 94015 Attn: Sherri Burke, Administrator

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	:	NURSE PROVIDERS
By:		By: Sterr Brule
Michael D. Nevin, President		
Board of Supervisors, San Ma	iteo County	
Date:		Date: 21, 200/
	;	
ATTEST:	1	
	i	
By:		
Clerk of Said Board	1	
	i e	
Date:	;	

SCHEDULE C

Contract between County of San Mateo and Nurse Providers, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)					
a. () employs fewer t	a. () employs fewer than 15 persons.				
b. (employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.					
		SHERRI BURK	F		
Name o	f 504 Person - Type	or Print			
Nurse Providers		35 Gellert Blvd., S	uite F		
Name of Contractor(s) - Type o	r Print	Street Address of	or PO Box		
Daly City		CA	94015		
City		State	Zip Code		
I certify that the above information is complete and correct to the best of my knowledge.					
() Date	Signature a	nd Title of Authorized	Official		

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
- 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital 222 West 39th Avenue San Mateo, CA 94403 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864

From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267

Subject: Contract Insurance Approval

CONTRACTOR: Nurse Providers

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one

<u>DUTIES (SPECIFIC)</u>: Contractor shall provide temporary staffing services on a daily "on-call" bases as requested by County and as described in Schedule A.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability:	7/m_	V		
Motor Vehicle Liability:			V	
Professional Liability:	\$ Im	1		
Worker's Compensation:	Statutory	1		

REMARKS/COMMENTS:

Junlla Morse SIGNATURE

CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

COUNTYM SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE L...

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DATE...

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS ABENTS

REPRESENTATIVES.

ALTIS TISTINGY—DELLON

CACCRD 26-8 (7/97)

9:52: PAGE 2/2

RightFAX

	MARSH USA INC.		• •		SURANCE	CERTIFICATE NUMBER C-1-CCC3795C2-13		
PRODUCER Marsh USA Inc. 600 Renaissance Center Suite 2100 Detroit, MI 48243			NO RIGHTS U POLICY. THIS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. COMPANIES AFFORDING COVERAGE				
			,					
26075 -KSL-NURS E-2001			COMPANY					
INSURED			COMPANY	COMPANY B AMERICAN ALTERNATIVE INSURANCE CO				
NURSE PROMDERS, INC. KELLY STAFF LEASING, INC. 110 WEST A STREET SUITE 1700		ВА						
		COMPANY						
SAN DIEGO, CA 92101			COMPANY	1				
co	VERAGESThis	continues or narrodes and residen			Hanna da ana da da da da da			
}· ·	THIS IS TO CERTIFY THAT POLICIES O	S CETETACE SUPERSENDER AND POSICE OF INSURANCE DESCRIBED HERBIN HAVE TERM OR CONDITION OF ANY CONTRACT IT THE POLICIES DESCRIBED HERBIN IS SUB MS.	E BEEN ISSUED TO T OR OTHER DOCUMENT	HE (NSURED NAMED) I WITH RESPECT TO W	HEREIN FOR THE POLICY PE	ERIOD INDICATED.		
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	· Ln	AITS		
	GENERAL DABILITY				GENERAL AGGREGATE	\$		
1	COMMERCIAL GENERAL LIABILITY			}	PRODUCTS - COMP/OP AGG	\$		
	CLAMS MADE OCCUR		1	l	PERSONAL & ADVINJURY	\$		
	OWNER'S & CONTRACTOR'S PROT		i		EACH OCCURRENCE	\$		
		ĺ			FIRE DAMAGE (Any one fire)	\$		
				<u></u>	MED EXP (Any one person)	\$		
	ANY AUTO				COMBINED SINGLE LIMIT	\$		
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
.	HIRED AUTOS				BODILYINJURY (Per accident)	s		
	741				PROPERTY DAMAGE	\$		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	ANY AUTO			ļ ,	OTHER THAN AUTO ONLY:			
]	ļ	EACH ACCIDENT	\$		
				<u> </u>	AGGREG ATE	\$		
	EX CESS LIABILITY				EACH OCCURRENCE	\$		
	UMBRELLAFORM		ļ	,	AGGREGATE	\$		
	OTHER THAN UMBRELLA FORM					\$		
A ·	EMPLOYERS' LIABILITY	WC 247903999	01/01/01	01/01/02	X WC STATU- OTH-			
		(AZ,W)	1		EL EACH ACCIDENT	\$ 1,000,000		
Α	THE PROPRIETOR/ PARTNERS EXECUTIVE INC.	WC 247904019	01/01/01	01/01/02	EL DISEASE POLICY LIMIT	\$ 1,000,000		
	OFFICERS ARE: EXCL	(ALL OTHER INSURED STATES)	 		EL DISEASE E ACH EMPLOYEE	\$ 1,000,000		
A	_	W-128573759 G	01/01/01	01/01/02	SAME LIMITS AS WC/EI	ABOVE		
В	EXCESS WORK COMP	(CA,MI,OR) XW-0000002-00 (WA)	01/01/01	01/01/02	SAME LIMITS AS WC/EL ABOVE			
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App	icable to Leased Employees Only,	Per Client Service Agreement.						
				•				
			DANGE:		·			
CERTIFICATE HOLDER			CANCELLA	ilon .				
SHOULD ANY OF THE POLICIES DESCRIBED MEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF								
			i i		ENDEAVOR TO MAIL DAY			
	CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO (LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTA							
		•	MARSH USA INC.	Dania B. Collina				
BY: Janice & Collins								

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification		·		
Name of Contractor:	NURSE PR	COVIDERS TNC	·	
Contact Person:		BURKE	-	
Address:	355 Gelle	4 Blvd. St	e. 152	
	Daly Ci	ty, CA 91	1012	
Phone Number:	992-8559	Fax Number:	301-325	7_
Il Employees				
Does the Contractor ha	ve any employees	?Yes No		
Does the Contractor pro	ovide benefits to sp	oouses of employees	s?Yes <u>⊬</u>	∠No
If the ans	wer to one or both of th	ne above is no, please sl	kip to Section IV.	·
III Equal Benefits Compl	iance (Check one)		
Yes, the Contractor in lieu of equal bendance No, the Contractor	ouses and its emplor r complies by offeri efits. does not comply. nder a collective ba	oyees with domestic	partners. to elig	gible employees
IV Declaration				
I declare under penalty o true and correct, and that	t I am authorized to	bind this entity con	tractually.	ne foregoing is
Executed this <u>I</u> day o	of <u>may</u> , 20 <u>01</u> a	it Ocaley City (City)	, <u>C</u> A	(State)
Four Burke Signature		SHERRI A	SeurkE ease Print)	
PRESIDENT Title		$\frac{94-26}{\text{Contractor Tax Id}}$	9 <u>8 9 1 3</u> entification Num	nber

AGREEMENT WITH THE REGISTRY NETWORK, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the COUNTY O	F SAN MATEO,
hereinafter called "County," and THE REGISTRY NETWORK, INC., her	einafter called
"Contractor";	

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. <u>Interpretation and Enforcement</u>

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to

·

2)

Contractor.

The Registry Network, Inc. 870 Market Street, Suite 913

San Francisco, CA 94102

In the case of Contractor, to:

Attn: Eric Frehe, Administrator

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	THE REGISTRY NETWORK, INC.
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By: Ein D. Frehe Administrator
Date:	Date: 5/18/01
ATTEST:	
By:Clerk of Said Board	
Date:	•

SCHEDULE C

Contract between County of San Mateo and The Registry Network, Inc., hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)				
a. () employs fewer than 15	persons.			
b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.				
Eric O. Frei	he		_	
Name of 504 P	erson - Type or	Print		
The Registry Network, Inc.		870 Market Street	, Suite 913	
Name of Contractor(s) - Type or Print		Street Address	or PO Box	
San Francisco		CA	94102	
City		State	Zip Code	
I certify that the above information is complet	_		owledge.	
5/18/01		D. Freho		
Date	Signature and	Title of Authorize	ed Official	

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- 1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.
 - For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.
- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital 222 West 39th Avenue San Mateo, CA 94403 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

		·			
Date:	May 14, 200	1			
To:	Priscilla Mon	rse, Risk Managem	ent/ Pony # E	PS 163 <u>Fax</u> # 36	53-4864
From:	Tere Larcina	, Hospital and Clin	ics/ <u>Pony</u> # HC)S316/ <u>Fax</u> # 22	67
Subject:	Contract Insu	irance Approval			
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CONTRACT	OR: Regis	try Network, Inc	2.		
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REMARKS/COMMENTS:

Juilla Morse SIGNATURE

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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l Vendor Identification	
Contact Person: Eric	strx Network, Inc. D. Frehe
	ancisco, CA 94102
	708 Fax Number: (415)956-4763
Il Employees	
Does the Contractor have any emplo	yees? XYes No
Does the Contractor provide benefits	to spouses of employees? X Yes No
If the answer to one or bo	th of the above is no, please skip to Section IV.
III Equal Benefits Compliance (Chec	k one)
 employees with spouses and its Yes, the Contractor complies by in lieu of equal benefits. No, the Contractor does not com 	offering equal benefits, as defined by Chapter 2.93, to it employees with domestic partners. offering a cash equivalent payment to eligible employee ply. ive bargaining agreement which began on (date)
IV Declaration	
true and correct, and that I am authorize	
Executed this 18 day of $M_{\alpha y}$, 20	Ool at <u>San Francisco</u> , <u>CA</u> (City) (State)
Eni DTrele Signature	Eric D. Frehe Name (Please Print)
Administrator Title	33-037-6778
Title	Contractor Tax Identification Number

AGREEMENT WITH RELIEF NURSING SERVICES FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of
, 2001, by and between the COUNTY	OF SAN MATEO,
hereinafter called "County," and RELIEF NURSING SERVICES, herein	nafter called "Contractor";
$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:	

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide temporary staffing services on a daily "on-call" basis as requested by County and as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

- A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$1,494,900) for the contract term.
- B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.
- C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability

endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. <u>Workers' Compensation and Employer Liability Insurance</u>. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. <u>Liability Insurance</u>. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 2) Motor Vehicle Liability Insurance -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant,

a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

- A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

- A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
 - a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
 - b. Correctional Health Services
 Maguire Correctional Facility
 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
 - c. San Mateo County AIDS Program
 225 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

Relief Nursing Services, Inc. 1405 Huntington, Suite 170 South San Francisco, CA 94080 Attn: Jimmy Chua

B. <u>Controlling Law</u>. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO	RELIEF NURSING SERVICES			
By: Michael D. Nevin, President Board of Supervisors, San Mateo County	ву:	LUMPH MATERIAL SIMING OF		
Date:	Date:	5-30-01		
ATTEST:				
By:Clerk of Said Board	· epicalismo			
	EARLY STATE IN THE			
Date:				

SCHEDULE C

Contract between County of San Mateo and Relief Nursing Services, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)	i.		
a. () employs fewer than 1	5 persons.		
b. (/ employs 15 or more pregulation (45 C.F.R. 84.7 (a)), has defforts to comply with the DHHS res	designated the fol		
JIMM	Y CHUA		
	Person - Type or	Print	
Relief Nursing Services	± :	1405 Huntingto	n, Suite 170
Name of Contractor(s) - Type or Prin	ıt	Street Address or	PO Box
South San Francisco	:	CA	94080
City		State	Zip Code
I certify that the above information is compl	lete and correct to	the best of my knowledge v. P	
Date	Signature and	Title of Authorized C	
*Everation, DITTIC recordations state that		· manufacture of the second	

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

Services

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

- 2. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- 3. Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement, and Contractor's staff shall be under direct professional supervision of County while performing such work. County can reject Contractor's personnel at any time at the total discretion of appropriate hospital staff. County shall provide Contractor with orientation packets for each facility. Contractor shall provide copies of these packets to Contractor's personnel prior to their assignment to the respective facilities. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics, prior to assignment. Personnel assigned by Contractor shall have the following minimum qualifications:
 - a. Current valid California nursing license as necessary.
 - b. Appropriate skills for the assignment with experience in a comparable setting within the last five (5) years.
 - 4. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.

- 5. Contractor shall comply with all applicable state and federal laws regarding confidentiality and HIV/AIDS.
- 6. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee by countersigning the "Registry Verification Card," which shall be completed by the employee on his/her first assignment to each facility. These cards shall be kept on file by the appropriate facility. Contractor shall update their employees' verification cards at least every three (3) months in order to determine current licensures and certifications.
- 7. Contractor shall provide quality assurance protocols and will allow access to all quality assurance documentation.
- 8. Contractor shall evaluate employees on a yearly basis and provide County with a copy of most current evaluation.
- 9. Contractor's personnel are employees of Contractor. Contractor assumes all responsibility for all workers' compensation and professional liability coverage.
- 10. County and its authorized representatives shall not take active steps in recruitment of Contractor personnel for employment. County may hire specific Contractor personnel only after such personnel has given their employer a fourteen (14) days' prior written notice or intent to resign their affiliation with Contractor.
- 11. Contractor's employees shall meet and maintain County's department-specific competencies and skills in appropriate area of assignment.

SCHEDULE B

Payments

For services as specified in Schedule A, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)
DAYS	\$51.00	\$49.00	\$60.00
PMs	\$52.00	\$50.00	\$61.00
NIGHTS	\$53.00	\$51.00	\$62.00

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (11/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

- 4. Overtime is paid at one-and-one-half (1 1/2)times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
- 5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
- 6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
 222 West 39th Avenue
 San Mateo, CA 94403
 Attn: Nursing Administration
- b. Correctional Health Services
 Maguire Correctional Facility 300 Bradford Street
 Redwood City, CA 94063
 Attn: Medical Department
- c. San Mateo County AIDS Program
 225 West 37th Avenue
 San Mateo, CA 94403
 Attn: Deputy Director, Public Health

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

<u>MEMORANDUM</u>

Date:	May 14, 2001						
To:	Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864						
From:	Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267						
Subject:	Contract Ins	surance Approval					
CONTRACTO	<u>OR</u> : Relief	f Nursing Servic	ces				
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NUMBER O	F EMPLOY	EES: More than c	one				
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Worker's Com	•	si as acoup					

Punlla Morse



P.O. BOX 807. SAN FRANCISCO.CA 94101-0807.

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE ... 03-10-01

POLICY NUMBER: 1502855 - 0 CERTIFICATE EXPIRES: 03-10-02

SAN MATEO COUNTY GENERAL HOSPITAL ATTN: NURSING ADMINISTRATION 222 WEST 39TH AVENUE SAN MATEO CA 94402

This is to certify that we have issued a valid Workers Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days, advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

LEGAL_NAME

RELIEF NURSING SERVICES, INC. 1405 HUNTINGTON AV #170 SOUTH SAN FRANCISCO CA 94080

RELIEF NURSING SERVICES INC.

PRINTED: 02-17-01:02-04:10

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San Francisco CA 94115 Phone: 415-567-7660					INSURERS A	AFFORDING COVERAG	Ē			
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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification			
Name of Contractor: Contact Person:		RSING SERVICES, IN Y CHUP	<u>'c</u> .
Address:		NGTON AVE., STE	
Phone Number:	~	PRANCISCO , CA 94 PFax Number: <u>(650)</u>	
Il Employees			
Does the Contractor ha	ve any employees?	✓ Yes No	·
Does the Contractor pro	ovide benefits to spo	uses of employees?	_YesNo
If the answ	wer-to one or both of the	above is no, please skip to Se	ection IV.
III Equal Benefits Compli	iance (Check one)		
employees with spo Yes, the Contractor in lieu of equal bene No, the Contractor	ouses and its employ complies by offering efits. does not comply ander a collective bar	g equal benefits, as define rees with domestic partne g a cash equivalent paym gaining agreement which	ers. ent to eligible employees
V Declaration	•		
I declare under penalty of true and correct, and that	I am authorized to b	pind this entity contractua	lly.
Executed this 30th day o	f May , 20 <u>01</u> at	So. San Franasco	CALIFORNIA.
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