COUNTY OF SAN MATEO Departmental Correspondence

DATE: **OCT 1 0 2001** HEARING DATE: **OCT 2 3 2001**

TO: Honorable Board of Supervisors

FROM: Margaret Taylor, Interim CEO, Hospital & Clinics Division

SUBJECT: Agreement with Cross Country TravCorps and Amendment to the Agreement with Health Staffing Solutions Inc. dba StarMed

RECOMMENDATION

Adopt a resolution authorizing the President of the Board 1) to approve an Agreement with Cross Country TravCorps and 2) to amend the Agreement with Health Staffing Solutions, Inc. dba StarMed

Background

On July 24, 2001, your Board approved a Resolution authorizing the execution of eleven agreements for temporary nursing services for various programs of the Health Services Agency.

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.

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.

Discussion

Due to the current nursing shortage and the high use of traveler registry registered nurses (RNs) in all hospitals in the Bay Area, it is necessary to contract with an additional registry, Cross Country TravCorps. Of the registries in the original agreements, only two provide traveler (longer term contract) nurses. The remainder provide registry nurses on a day-to-day basis. The original two contracts that provide traveler (longer term) registry nurses have not been able to provide registry nurses to meet our current staffing needs. The addition of Cross Country TravCorps Nurse Registry, who specializes in longer term contract nurses, will help us to staff our critical care areas (Emergency Department and Intensive Care Unit) of the hospital.

Honorable Board of Supervisors Agreement/Cross Country TravCorps Amendment/Healthcare Staffing Solutions, Inc. dba StarMed Page 2

The registries we contract with for Rehabilitation Therapy services are unable to meet SMCHC's long term needs. SMCHC has an agreement with Healthcare Staffing Solutions, Inc. for temporary nursing services. Rehabilitation therapist services are required to cover a six-month leave of absence. Without back-up, outpatient therapy services will be reduced by 50%, compelling SMCHC to send patients to another facility for outpatient rehabilitation. A Request for Proposals (RFP) was offered to three "Travel Therapist" providers who provide rehabilitation therapists in this geographical area. Out of the three proposals submitted, Healthcare Staffing Solutions, Inc. was the lowest bid. Healthcare Staffing Solutions offered the most comprehensive proposal and was very responsive to our questions and needs. In lieu of negotiating a separate agreement for Rehabilitation Therapist services with Health Staffing Solutions, Inc., the contract is being amended to include this specialty.

Term and Fiscal Impact

The agreement with TravCorps 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 No. 64616 is \$1,494,900.

RESOLUTION NO.

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * * * *

ADOPT A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO APPROVE AN AGREEMENT WITH CROSS COUNTRY TRAVCORPS AND AN AMENDMENT TO THE AGREEMENT WITH HEALTH STAFFING SOLUTIONS, INC. DBA STARMED

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 an agreement, reference to which is hereby made for further particulars, whereby Cross County TravCorp shall provide temporary nursing services and shall be paid collectively with eleven agreements approved under Resolution No. 64616 on July 24, 2001; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to an agreement, reference to which is hereby made for further particulars, whereby Health Staffing Solutions dba Starmed shall also provide temporary rehabilitation therapy services; and

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

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 Agreement and Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signatures thereto.

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

THIS AGREEMENT, entered into this ______ day of

____, 20____, 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, on July 24, 2001, the parties hereto entered into an agreement (hereinafter

referred to as the "Original Agreement") for the furnishing of certain services by Contractor to

County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and

clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original

Agreement is amended as follows:

- 1. SCHEDULE A, Services, Paragraph 1., is hereby amended to read as follows:
 - Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants, Medical Assistants, and Rehabilitation Therapists 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. SCHEDULE B, Payments, Paragraph 1 of the Original Agreement is hereby amended to read as follows:

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

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

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of July 24, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

Date:

COUNTY OF SAN MATEO INC.

HEALTHCARE STAFFING SOLUTIONS,

By:

Michael D. Nevin, President Board of Supervisors, San Mateo County By: Joyn Sween

9-19-01

Date:_____

ATTEST:

By:__

Clerk of Said Board

Date:

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date: May 14, 2001

10.10

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

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

RISK MUNI.

Subject: Contract Insurance Approval

CONTRACTOR: Health Staffing Solutions, Inc., dba Starmed

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 "oncall" bases as requested by County and as described in Schedule A.

<u>COVERAGE:</u> Comprehensive Liability: Motor Vehicle Liability: Professional Liability: Worker's Compensation: Amount Approve Waive Modify <u>Fim</u> <u>L</u> _____ <u>Fim</u> <u>L</u> _____ Statutory <u>L</u> _____

REMARKS/COMMENTS:

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GACORD CORPORATE

AGREEMENT WITH CROSS COUNTRY TRAVCORPS, INC.

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this ______ day of ______, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CROSS COUNTY TRAVCORPS, INC., hereinafter called "Contractor";

$\underline{WITNESSETH}$:

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 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. <u>Rate of Payment</u>. 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. Mutual 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.

County shall indemnify and hold harmless Contractor, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including County, or damages to property of any kind whatsoever and to whomsoever belonging, including but not limited to the

concurrent active or passive negligence of Contractor, its officers, agents, employees and servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contractor 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 County to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California 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

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:

Cross County TravCorps, Inc. 6551 Park of Commerce Blvd., N.W. Suite 200 Boca Raton, FL 33487

B. Controlling Law. The validity of this Agreement and of its terms or provi-

sions, 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. <u>Term of the Agreement</u>

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

CROSS COUNTRY TRAVCORPS, INC.

By:

Michael D. Nevin, President Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:

Clerk of Said Board

Date:_____

Marco Esposito Account Executive By:<u>///*Cl*</u>

200) 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.
- 12. County may float nurses to appropriate units that are within the scope of clinical expertise, JCAHO standards, and to which they have been fully oriented. County's pre-designated representatives will evaluate each nurse if so asked by Contractor on a form provided by Contractor.
- 13. County agrees to notify Contractor in writing thirty (30) days prior to its termination of any services rendered by assigned nurse. Failure to give proper thirty (30) day notice will result in County being billed for the thirty (30) days of services, whether or not the assigned nurse works.

County may terminate assigned nurse's services immediately for cause upon written notice to Contractor as determined by them at their sole discretion. Cause is defined as any violation of County policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any act or omission by the assigned nurse which has an adverse impact on County.

SCHEDULE B

Payments

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

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

A. Registered Nurses						
	Minimum Guarantee of Hours (Weekly/Bi-W					
Specialty	40/80 HRS	36/72 HRS				
All RN's	\$60	\$60				

B. LPN/LVN

	Minimum Guarantee of Hours (Weekly/Bi-Weekly)		
Specialty	40/80 HRS	36/72 HRS	
All	\$49.70	\$49.70	

	C. Operating Room reenho	1051303		
	Minimum Guarantee of Hours (Weekly/Bi-W			
Specialty	40/80 HRS	36/72 HRS		
All	\$49.70	\$49.70		

C. Operating Room Technologists

- 1. Premium Assignment Rates:
 - A. Evenings: \$1.00 per hour additional of regular time for entire assignment when evening shift assignment is confirmed at time of contact. This will apply to all shifts: 8, 9, 10, 12 hour shifts.
 - B. Nights: \$2.00 per hour additional of regular time for entire assignment when night/rotating shift assignment is confirmed at time of contract. This will apply to all shifts: 8, 9, 10, and 12 hour shifts.

2. Assignment Duration

A. In the event an Assignment is (i) confirmed for a period of less than thirteen (13) weeks, (ii) the nurse is housed in Contractor's leased housing, and (iii) less than thirteen week lease terms are unavailable at date of start, then County will be invoiced for the incremental housing costs incurred in an amount not to exceed \$416

per week for each week less than 13 but more than 8. This fee will be billed on the first invoice and is refundable in the even of termination with cause.

- B. In the even an assignment is eight (8) weeks or less, the County will be invoiced at the regular rate and invoiced for any other additional costs incurred.
- 3. Overtime/Meals & Breaks/Holiday Policies
 - A. Overtime is paid at one-and-one-half (1 1/2) times for all hours worked over the 40-hour pay period. All overtime must be pre-approved by Nursing Administration.
 - B. 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. The Holiday Rate is in effect for all 9, 10, and 12-hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all 8-hour shifts from 11:00 p.m. on the eve of the Holiday to 11); p.m. on the night of the Holiday.
 - C. County will be billed for missed meals and breaks payable to the Contractor. County is responsible for notifying Contractor of hours due to be paid for missed meal and rest breaks.
 - D. All hours worked by nurses, called into work while in an On-Call status will be billed at the rate of time plus one half. The minimum hours invoiced when nurses are called into work, while in an On-Call status, will be (2) hours or, in accordance with County's policy, whichever is greater.
- 4. On-Call/Charge Policies
 - A. All hours worked by nurses placed in an On-Call status will be invoiced at an additional \$6 per hour.
 - B. All hours worked by Professionals placed in a Charge status will be invoiced at an additional \$3 per hour.
- 5. Minimum Guarantee
 - A. County agrees to schedule nurses for the weekly or bi-weekly hours minimum ("Minimum Hours") and to guarantee the total assignment hours ("Minimum

Assignment Hours") for the assignment as specified at the time of confirmation and noted on the accompanying Assignment Confirmation Notice.

- B. In case of low census or other call-offs and cancellations, County will have the option to call off a previously scheduled shift for a nurse (Call Off Hours"). Contractor will invoice County at the \$10 per hour Call Off Rate for the first twenty-four (24) Call Off Hours and at the regular rate for all Call Off Hours in excess of twenty-four (24).
- C. Nurses may be placed in normal rotation to transfer/float to appropriate units in accordance with County policy, within the scope of their clinical expertise, JCAHO standards, and to which they have been fully oriented in order to meet the Minimum Assignment Hours requirement.
- 6. Expense Reimbursement

County will be invoiced at \$0.32 cents per mile, as in accordance with IRS Standards, for all local mileage while traveling between county's Facilities and/or for Home Healthcare visits, if applicable.

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
- 8. Contractor shall invoice County on a bi-weekly basis for all amounts owed pursuant to the Time Sheets. County shall pay invoices within 30 days of receipt of invoice. A finance charge of 10% will be added to all outstanding amounts unpaid over thirty (30) days.

SCHEDULE C

Contract between County of San Mateo and Cross Country TravCorps, 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)

employs fewer than 15 persons. a. ()

(X) employs 15 or more persons and, pursuant to Section 84.7 (a) of the b. regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Marco Esposito Name of 504 Person - Type or Print

Cross County TravCorps, Inc. Name of Contractor(s) - Type or Print 6551 Park of Commerce Blvd., N.W.Ste. 200 Street Address or PO Box

Boca Raton

City

FL33487StateZip Code

I certify that the above information is complete and correct to the best of my knowledge.

9/14/2001

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."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Vendor Iden	ification		<u> </u>	
Name of Con	ractor: <u>Cros</u>	5 Country Tr	aucorps, Ir	<u>)c.</u>
Contact Perso	on: <u>Mar</u>	<u>s Country Tr</u> co Esposito		
Address:	6551	Pork of Com	merce Blu	d. Suite a
	Boca	Raton, FL	33487	
Phone Numbe	н. <u>886~Д</u> 8с	-4368 Fax Numbe	r: <u>561-241-</u>	-264-
Il Employees				. <u></u>
Does the Cor	itractor have any emplo	yees? X Yes No		
Does the Cor	tractor provide benefits	to spouses of employee	s? XYes	No
	If the answer-to one or bot	h of the above is no, please :	skip to Section IV.	· · ·
Yes, the C in lieu of C No, the C The Cont	Contractor complies by o equal benefits. ontractor does not comp	employees with domestic offering a cash equivaler oly. ve bargaining agreemer	nt payment to elig	
V Declaration				•
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Executed this]	4" day of <u>Sept.</u> , 20	clat Boca Rat	F F	L.
		(City)		(State)
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<u>Sian</u>	ature	Marco Name (Pi	ESposite lease Print)	
	Exa l'us			
<u>Title</u>	Executive	<u>13-406</u> Contractor Tax II	dentification Num	ber
·	-			

COUNTY OF SAN MATEO

HEATH SERVICES Hospital and Clinics Division

MEMORANDUM

Date: September 6, 2001

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

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

Subject: Contract Insurance Approval

CONTRACTOR: Cross Country TravCorps, Inc.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide temporary staffing services as requested.

REMARKS/COMMENTS:

Junla. horse

SIGNATURE

	MARSH USA INC.		CERTIFIC		SURANCE	CERTIF	FICATE
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Attr	: Michelle Martillo 21	2 345 7473		COMPAN	ES AFFORDING COVER	AGE	
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INSI	RED		COMPANY				
Cro	ss Country, Inc. 1 PARK OF COMMERCE BLVD	NDA/	BL	EXINGTON INSU	RANCE COMPANY		
	CA RATON, FL 33487		COMPANY C H	ARTFORD FIRE I	NSURANCE CO		-
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A	GENERAL LIABILITY	LX6344226	08/26/01	08/16/02	GENERAL AGGREGATE	\$	2,000.0
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