

PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080
(805) 654-3750 FAX (805) 654-3754

COUNTY OF VENTURA
GENERAL SERVICES AGENCY

SHOW THIS NUMBER
ON ALL DOCUMENTS

PC 51000001378

REFER INQUIRIES TO BUYER:
JODY HOWARD, 805-477-7111

CENTRALIZED PURCHASE ORDER

BID / CONTRACT NUMBER	PAGE 1 OF 2	DATE 10/23/09	DELIVER ON OR BEFORE: 11/05/09	SHIP TO: COUNTY OF VENTURA PUBLIC HEALTH SERVICES DISASTER MANAGEMENT SERVICES 2240 GONZALES RD STE 220 OXNARD, CA 93036
VENDOR NUMBER 770134232 A	PUB/5100	MOD 00	P.O. TYPE	VENDOR PHONE NO. 805-644-0800

TO: MEDITECH HEALTH SERVICES INC
4562 WESTINGHOUSE ST-STE A

VENTURA, CA 93003

**SUBMIT INVOICE IN DUPLICATE TO:
COUNTY OF VENTURA**

PUBLIC HEALTH SERVICES
FISCAL SERVICES A/P L#4610
2323 KNOLL DR
VENTURA, CA 93003
A/P INQUIRY 805-677-5117

PAYMENT TERMS:
NET 30 DAYS

*Failure to indicate the correct Order number on
your invoice and/or failure to submit invoices
properly as indicated on the Purchase Order
can delay processing of payment.*

F.O.B. POINT:
DESTINATION

ITEM NO.	MATERIAL OR SERVICE	QUANTITY	UNIT	UNIT PRICE	COST
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REF REQUISITION: 51000001862

001

75,000.00

IN ACCORDANCE WITH VENTURA COUNTY CONTRACT #6136, PROVIDE
TEMPORARY NURSING STAFF TO AUGMENT FOUR PUBLIC HEALTH CLINICS TO
SUPPORT SURGE OF H1N1 VACCINATIONS AS REQUESTED BY THE VENTURA COUNTY
PUBLIC HEALTH DEPARTMENT FROM OCTOBER 22, 2009 THROUGH JANUARY 31,
2010.

RATE PER NURSE: \$53.25 PER HOUR

*NOTE: THE FIRST 8 HOURS OF THE SHIFT ARE BILLED AT STRAIGHT
TIME AND THE FIRST 4 HOURS AFTER THAT ARE BILLED AT 1 1/2 TIMES THE
BASE RATE. ANY HOURS WORKED AFTER 12 ARE BILLED AT DOUBLE THE BASE
RATE.

REFER ALL INQUIRIES TO DIANE DOBBINS AT 981-5335.

GRANT-FUNDED. H911=HRSA, CDC, BIOTERRORISM PREPAREDNESS & RESPONSE.

SUB TOTAL 75,000.00



DEPARTMENT

ROSA CENICEROS, C.P.M., PROCUREMENT SERVICES MANAGER

BY: 

PROCUREMENT SERVICES
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VENTURA, CA 93009-1080
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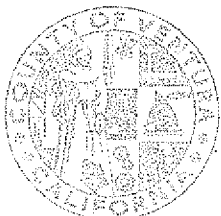
INDEMNITY AND INSURANCE REQUIREMENTS:

POLICY LIMITS AND ENDORSEMENTS VARY, AND ARE SPECIFIC TO THE SERVICES BEING PROVIDED. REQUIREMENTS ARE PROVIDED AND REVIEWED WITH EACH VENDOR PRIOR TO RELEASE OF THE PURCHASE ORDER. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, PUBLIC LIABILITY, PROPERTY DAMAGE, AUTO, WORKERS COMPENSATION, ADDITIONAL INSURED, ETC.

VENDORS ARE REQUIRED TO MAINTAIN CURRENT CERTIFICATES OF INSURANCE ON FILE WITH THE COUNTY OF VENTURA/PROCUREMENT SERVICES.

FAILURE TO MAINTAIN AND PROVIDE NEW CERTIFICATES FOR REQUIRED INSURANCE COVERAGES, WITHIN 30 DAYS OF EXPIRATION, WILL RESULT IN CANCELTION OF PURCHASE ORDER.

VENDOR IS HEREBY ADVISED NOT TO PROVIDE SERVICES TO THE COUNTY IF INSURANCE COVERAGE HAS EXPIRED.



SUB TOTAL	75,000.00
TOTAL DISCOUNT	0.00
TOTAL FREIGHT	0.00
TOTAL TAX	0.00
GRAND TOTAL	75,000.00

DEPARTMENT

ROSA CENICEROS, C.P.M., PROCUREMENT SERVICES MANAGER

BY: 

VENTURA COUNTY CONTRACT #6136
FOR NURSING SERVICES

This Agreement is made and entered into by the COUNTY OF VENTURA, a legal subdivision of the State of California, hereinafter referred to as COUNTY, including its Ventura County Health Care Agency, Public Health Department (referred to collectively as "AGENCY"), and Meditech.

This Agreement shall be effective October ^{22nd} ~~26~~, 2009 and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of three months, and five days, that is, until January 31, 2010. Then, unless terminated in writing by either party at least thirty (30) days prior to the renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may then be extended..

FIRST
SERVICES TO BE RENDERED

AGENCY, as owner and operator of a general hospital known as Ventura County Medical Center, Public Health Department, hereby contracts for temporary nursing staff services of CONTRACTOR.

CONTRACTOR shall have responsibilities as detailed in Attachment I, attached hereto.

SECOND
COMPENSATION OF CONTRACTOR

AGENCY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as provided in this Agreement computed pro rata up to and including that date, and CONTRACTOR shall be entitled to no further compensation as of the date of termination. AGENCY shall have no obligation to pay claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of the Agreement.

THIRD
PROPERTY RIGHTS OF THE PARTIES

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR prior to or during the term of this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the exclusive property of CONTRACTOR, and AGENCY shall have no right of any nature whatsoever regarding them.

FOURTH
OBLIGATION OF AGENCY

During the term of this Agreement, AGENCY agrees to:

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR'S compliance with this provision.

3. Insurance Provisions - CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$500,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$500,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 1) 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles

Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all contractors.
- a) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
 - b) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

CONTRACTOR.

Termination of this Agreement shall not result in loss of medical staff privileges and membership of Physicians of Anesthesia Department.

SEVENTH GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to AGENCY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party, or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to AGENCY by addressing and delivering such notices to the Fiscal Department, Ventura County Public Health, 2323 Knoll Dr., Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.
4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of AGENCY in connection with this Agreement or otherwise to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or hospital admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to CONTRACTOR or otherwise, or to any member of CONTRACTOR'S respective families, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR making or not making referrals to any particular person, entity or facility.

assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards.

13. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
- a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - b. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s).
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) accountant chosen by AGENCY, one accountant chosen by CONTRACTOR and a third person mutually chosen by the first two, or if they are unable to agree, designated by the presiding judge of the Ventura County Superior Court;
 - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the Director of the Health Care Agency or his designee. The Director, or designee, is authorized to take such actions in administering this Agreement on behalf of AGENCY as may be necessary or appropriate, including, by way of example but without limitation: acting on behalf of AGENCY under paragraph 13 of this Article 7, agreeing to extensions of this Agreement on behalf of AGENCY, and giving notices of termination.
16. Cooperation with Compliance Efforts of Hospital - CONTRACTOR agrees to cooperate with HOSPITAL as may be required for HOSPITAL to meet all requirements imposed on it

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates written below:

Dated: _____

By: _____
CONTRACTOR

Tax ID #:

CONTRACTOR'S ADDRESS:

Dated:

10/21/09

By:

Jo Ellen Howard
Jo Ellen Howard, Buyer
GSA Procurement Services

ATTACHMENT II

COMPENSATION OF CONTRACTOR

RATE PER NURSE: \$53.25 PER HOUR

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