ALAMEDA COUNTY MEDICAL CENTER

Highland Campus-Fairmont Campus
John George Psychiatric Pavilion
Ambulatory Healthcare Services

ADDENDUM No. 6B
To
RFP No. ACMCRM06B
For

PER DIEM & EXTENDED PLACEMENT CLINICAL SERVICES

CALENDAR OF EVENTS

Request Issued	**December 8, 2008**
Written Questions Due	Before 1:00 p.m. on **January 9, 2009**
Addendum Issued	January 14, 2009
Responses Due	**Before** 3:00p.m. on **January 19, 2009**
Contract Start Date:	Upon receipt of Acceptance of Award letter
Note: Award and start dates are approximate.	

Effective Immediately the following changes are incorporated for temporary and extended placement clinical staffing for the contract period ending December 31, 2009, as specified in the Request for Proposal (RFP) No. ACMCRM06B and accompanying specifications, terms and conditions.

REQUEST FOR PROPOSAL No #ACMCRM06B is hereby amended as follows:

1. **Page 7, License Requirements, is hereby amended to read as follows:**

POSITION	CERTIFICATION REQUIREMENTS
Registered Nurse (RN)	License issued by the California State Board of Registered Nursing
Licensed Vocational Nurse (LVN)	License issued by the California State Board of Vocational Nurses
Licensed Psychiatric Technician (LPT)	Licensed by the California State Board of Psychiatric Technicians
Certified Nursing Assistant (C N A)	Certification for the California State Department of Health Services with minimum tow (2) years to expiration
Occupational Therapist	National Board of Certification for Occupational Therapy
Respiratory Therapist	Licensed by the State of California
Physical Therapist	Licensed by the State of California
Physical Therapist Assistant	California Certification
Operating Room Technician (ORT)	Proof of graduation from an accredited ORT program and/or certificate of completion for equivalent received in military training.

Sterile Processing Technician	Licensed by Certification Board for Sterile Processing (CSPD)
Proof to work in USA	

2. **Page 7, Section I, #1, Alameda County Medical Center In-Service Standards**, is amended to read as follows:

   1. To comply with Joint Commission for Accreditation of Hospital Organization (JCAHO) requirements, Contractor shall provide to ACMC and maintain in the personnel file, the following verification of the following for all staff referred to ACMC:
      - Annual fire and safety review
      - Annual infection control review
      - National Patient Safety Goals (NPSG)
      - HIPPA Compliance
      - Material Safety Data Sheets (MSDS)
      - Code of Conduct – Customer Service

3. **Page 8, Section I, #3, Alameda County Medical Center In-Service Standards** is amended to read as follows:

   Annual review of ACMC Hospital Orientation material. ACMC shall provide the Contractor with current information pertaining to dress code, sitter/patient care technician guidelines, ID Badge, staff documentation policies, basic computer information, unit dose medication, narcotic/hypnotic procedures, code blue policy, patient classification acuity information and IV certification information pertaining to each Hospital. The Contractor shall distribute orientation information to the clinician prior to his/her arrival at ACMC. Orientation information for each facility the clinician works at shall be noted in the agency's personnel file that he/she has reviewed and understands the information as evidenced by the employee's signature. ACMC Hospital shall provide a minimum of one (1) day orientation for extended placement nurses. Orientation of temporary agency staff can be arranged if approved by ACMC. Orientation cost would be equally (50/50) shared between ACMC and Contractor. Any other training will be done at the cost of the Contractor

4. **Page 8, Section I, #4, Alameda County Medical Center In-Service Standards is amended to read as follows:**
   Daily registry must complete the ACMC orientation packet and must show evidence of completion prior to start. Hospital and unit orientation cost will be shared 50/50 by agency and ACMC.

5. **Page 8, Section I, #5, Alameda County Medical Center In-Service Standards is amended to read as follows:**
   Travelers will attend all required orientation. Orientation hours may vary for candidates.

6. **Page 8, Section I, #6, Alameda County Medical Center In-Service Standards is amended to read as follows:**
   Written documentation of completion of a class for Management of Assaultive Behavior training or equivalent (MAB, PMAB, CTP, etc.) is required for any provider assigned to the Emergency Department and the John George Psychiatric Pavilion.

7. **Page 9, Section I, #6, Alameda County Medical Center In-Service Standards** is amended as follows:

Child/Elder Abuse/Domestic Violence Reporting review, as specified in the Sections 11160-11166 and 15632 of the California Health and Welfare Code and ACMC policy, Reporting Requirements, Exhibit O, enclosed.

- Written documentation which identifies that the clinician is able to perform appropriate Age Related Care.
- Contractor shall comply with new JCAHO and ACMC requirements that may be implemented during the term of this contract
- **JCAHO Accreditation required for all registry providers.** Current registry providers were previously advised they must present proof of JCAHO certification by **December 1, 2008**. Failure to comply may result in the termination of the agreement with ACMC.

8. **Page10, Section O, #2, Request for Services,** is amended as follows:

ACMC shall order services from awarded Contractors for the most qualified candidates as identified by the Contractor.

9. **Page 11, Section O, #3d, Request for Services**, is amended as follows:

Unscheduled absences (i.e. sick time) for extended placement nurses shall be made up either during or at the end of the contract period at the regular rate. Unscheduled absences are limited to three (3) days per contract period. In the event the unscheduled absences exceed four (4) or more days, ACMC will contact the agency to discuss replacement. If agency cannot provide a qualified replacement within seventy-two (72) hours, a $500 penalty to the agency will be imposed.

10. **Page 11, Section P, #1, Payment for Hours Worked**, is hereby amended as follows:

Holidays shall only be compensated if the clinician is required to work on that day. Holiday rates shall be paid for the following ACMC recognized holidays:

- New Years Day
- MLK Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

11. **Page 11, Section P, #2 - #10, Payment for Hours Worked**, is hereby amended as follows:

2. Daily Registries and Extended Placement Agency Staff- Eight (8) hour shifts.
    - Regular time rates are paid for the first eight (8) hours.
    - Overtime shall be defined as those hours worked in excess of eight (8) consecutive hours, or in excess of forty (40) hours in one workweek.
    - Overtime pay rate shall not exceed one and one-half (1.5) times the regular rate for the first four (4) hours and double the regular rate for the remainder of a double shift. CNA's will be paid at 1.5 times the regular rate for double shifts.
    - Overtime in excess of 40 hours per week but not a double shift will be paid at one-half (1.5) times the regular rate.
    - Contractor is responsible for notifying ACMC whenever an assigned

shift will result in overtime.

- Overtime shall not be paid without prior authorization from ACMC management.
- Staff shall notify the supervisor / manager / designee in advance of an overtime request and no later than one (1) hour prior to the end of the shift. If ACMC is not notified of overtime two (2) hours prior to the assignment, Contractor is responsible for overtime pay, ACMC will pay the standard hourly rate.
- ACMC shall contact Contractor for pre-authorization if a clinician works overtime in excess of two (2) hours.
- When a shift overlaps two (2) calendar days, a holiday shift is defined as that shift of which the majority (excluding overtime) is worked on the holiday.
- The holiday rate shall equal one and one half (1.5) times the agreed upon hourly rate.
- Worked hours in excess of eight (8) hours on a holiday will be paid at one and one-half (1.5) for the first four (4) hours and double time for the remainder of time for a double shift. O.T. must be pre-approved by Nurse Manager and signed on timesheet.

3. Daily Registry staff that are booked for twelve (12) hour shifts in a twelve (12) hour unit will:
    - Receive the regular rate of pay for the first twelve (12) hours.
    - Overtime rate will be paid for all time in excess of forty (40) hours per week at one and one-half (1.5) time the regular rate.
    - Overtime in excess of twelve (12) hours worked in one shift will be paid at one and one-half (1.5) times the regular rate.
    - Overtime for a twelve (12) hour shift on a holiday will be paid at one and one-half (1.5) times the regular rate.
    - Contractor is responsible for following staffing policies by notifying ACMC whenever an assigned shift will result in overtime.
    - Overtime shall not be paid without prior authorization and signature from ACMC management and signed on timesheet.
    - Staff shall notify the supervisor / manager / designee in advance of an overtime request and no later than one (1) hour prior to the end of the shift. If ACMC is not notified of overtime two (2) hours prior to the assignment, Contractor is responsible for overtime pay, ACMC will pay the standard hourly rate.
    - Eight (8) hour shift unit workers cannot work in a twelve (12) hour shift unit unless they are willing to work a twelve (12) hour shift all the time.

Cancellation of Daily Registry Staff:

All assigned daily registry staff shifts may be cancelled as follows:

- ACMC may, without incurring liability, change or cancel any order for clinicians more than one (1) hour before reporting time. Contractor shall be responsible for contacting the clinician prior to reporting time should circumstances dictate such change or cancellation.
- Changes or cancellations by ACMC less than one (1) hours before a clinician receives a patient assignment shall result in ACMC's liability for payment of four (4) hours billing rate for the clinician involved. The billing rate shall reflect regular time, no holiday or

overtime rates will be paid.

- In the event ACMC cancels less than one (1) hour before the start of the shift, the hospital may use the agency staff for the four (4) hour period prior to going home. Contractor shall make every attempt to reassign clinician and if Contractor reassigns clinician fill the position. ACMC shall pay only hours worked for a replacement cancellation during the shift, ACMC shall not be liable for any payment.
- Contractor may, without incurring liability, cancel a clinician order more than two (2) hours before reporting time providing every attempt has been made by Contractor to ACMC.
- Contractor shall credit ACMC two (2) hours billing rate if a cancellation or no show occurs less than one (1) hour prior to reporting time. Hospital shall pay any replacement provided for actual hours worked.
- Contractor's staff that has not arrived within ten (10) minutes of the identified shift start time will be considered a no show. If a replacement has been identified, said staff would be sent home with no penalty to ACMC. The contractor will be charged two (2) hours of show up time.

Extended Placement staff may be cancelled as follows:

- Twelve (12) hour agency staff may be cancelled for up to twelve hours (12) per each two (2) week period in increments of twelve (12) or more hours.
- Eight (8) hour agency staff may be cancelled for up to 16 hours per two (2) week period in increments of eight (8) hours.

4. ACMC may, without incurring liability, change or cancel any order for clinicians more than one (1) hour before reporting time.

5. Changes or cancellations by ACMC less than one (1) hour before a clinician receives a patient assignment shall result in ACMC liability for payment of two (2) hours billing rate, unless clinician elects to leave, for the clinician involved. The billing rate shall reflect regular time, no holiday or overtime rates will be paid.

6. In the event the ACMC cancels less than one (1) hour before the start of the shift, ACMC may use the agency staff for the two (2) hour period prior to going home. Contractor shall make every attempt to reassign clinician and if Contractor reassigns clinician during the shift, ACMC shall not be liable for any payment.

7. Contractor may, without incurring liability, cancel a clinician order more than three (3) hours before reporting time providing every attempt is made by Contractor to fill the position. ACMC shall pay only hours worked for a replacement cancellation by the contractor.

8. Contractor shall credit hospital two (2) hours billing rate if a cancellation or no show occurs less than one (1) hour prior to reporting time. ACMC shall pay any replacement provided for actual hours worked.

9. Contractor staff that has not arrived within ten (10) minutes of the identified shift start time will be considered a no show. If a replacement has been identified, said staff would be sent home with no penalty to ACMC. The contractor will be charged two (2) hours of show up time.

10. ACMC reserves the right to cancel any agency staff when there is no need for the staff.

12. **Page 15, Section S, Invoicing**, is hereby amended as follows:
ACMC shall process monthly and issue a check for the total amount of the invoice within forty-five (45) days. Payment will only be made upon complete satisfactory receipt of product and performance of services. The timing of our incoming receipts and scheduling of our payments are not congruent, creating a very slow pay situation. ACMC will process outstanding payments as deposits are received. ACMC will honor all commitments to our vendors.

13. **Page 24, Section XVI, Liquidated Damages**, is hereby amended as follows:

Type of Incident	**Liquidated Damages**
Traveler	
Cancellation of confirmed assignment less than seventy-two (72) hours	No Penalty for both parties will be assessed if a qualified replacement is provided with seventy-two (72) hours. ACMC has option to select candidate.
Failure to complete length of assignment	No Penalty for both parties will be assessed if a qualified replacement is provided with seventy-two (72) hours. In the event the agency does not provide a qualified replacement within seventy-two hours of notice, ACMC will impose penalty of $5,040 (80 hrs. @ $63 per hr). ACMC shall deduct this amount from Agency's invoice until this amount is paid in full.
Daily Registry Staff	
Cancellation less than seventy-two(72) hours prior to start time	No Penalty for both parties will be assessed if a replacement is provided with seventy-two (72) hours.
Failure to report for assignment	$500 penalty - four (4) or more unscheduled absences
Referral of nurse to non-ACMC facility, who could otherwise be referred to ACMC, at rates in excess of those set forth in the RFP, after ACMC request and confirmation received.	$1,000 per incident

14. The following position has been added to provide temporary and extended placement staffing:

CLINICIAN	REGULAR RATE (per hour)	OVERTIME RATE (per hour)
Sterile Processing Technician	$35.00	$52.50

15. Floaters

All travelers are required to float. Their skills check list will be reviewed for appropriateness by ACMC representatives and the area that they need to float will be stipulated in the contract. Floating will occur as follows:

I	Contracted Traveler Area	Area to Float
f	Med Surg Unit	Med Surg /Telemetry
	Stepdown Unit	Telemetry
t	Med Tele Unit	Med Surg
h	ICU	Step Down Unit / PACU
e	L & D	Post Partum / NICU
	NICU	Post Partum
t	OR	PACU / SDS
r	Rehab	Skilled Nursing Facility
a	Psychiatric Inpatient	Psychiatric Emergency
v		

Travelers that refuses to float will be denied show up pay and the ACMC Nurse Manager will assess their need to continue their contract.

16. Extended placement and daily registry staff assigned to ACMC can only work through one agency. If agency staff is found to work through more than one agency, the clinician will be immediately terminated and both agencies will be fined $500 per incident. If more than three (3) incidents occur within a 12 month period, the agencies agreement with ACMC will be terminated.

Please verify your acknowledgement and acceptance of this Addendum by signing and returning this letter to:

Alameda County Medical Center
Healthcare Contracting Department
Attn: Renita Moore
1411 East 31st Street
Oakland, CA 94602

_____
Company

_____
Print Name and Title

_____ _____
Signature **Date**