

~~AGREEMENT FOR THE PROVISION OF~~
AMENDMENT NO. 1
TO CONTRACT NO. MA-042-21011836
 SURGE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MAXIM HEALTHCARE STAFFING SERVICES, INC.
 JULY 1, 2021 THROUGH JUNE 30, 2024

THIS ~~AGREEMENT~~ Amendment (“Amendment No. 1”) to Contract No. MA-042-21011836 for Surge Services is made and entered into on January 1, 2022 (“Effective Date”) between Maxim Healthcare Staffing Services, Inc. (“Contractor”) with a place of business at 7277 Lee Deforest Drive, Columbia, MD 21046 and the County of Orange a political subdivision of the State of California (“County”) through its Health Care Agency with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”. this 1st day of July, 2021, which date is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and MAXIM HEALTHCARE STAFFING SERVICES, INC., a California for-profit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H :

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Surge Services as needed; and

WHEREAS, CONTRACTOR agrees to provide Surge Services specified herein at one of COUNTY’S clinics; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WHEREAS, the Parties executed Contract No. MA-042-21011836 for Surge Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$600,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to Contract to add staffing classifications and service pay rates to Exhibit A and to increase the Period One Aggregate

Maximum Obligation by \$8,000,000 from \$200,000 to \$8,200,000, for a revised cumulative Total Aggregate Maximum Obligation of \$8,600,000, effective January 1, 2022, to ensure continuity of COVID-19 disease control services.

NOW THEREFORE, County amends the Contract as follows:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2021 through June 30, 2024

Period One means the period from July 1, 2021 through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Aggregate Maximum Obligation: \$ 8,600,000

Period One Aggregate Maximum Obligation: \$ 8,200,000

Period Two Aggregate Maximum Obligation: \$ 200,000

Period Three Aggregate Maximum Obligation: \$ 200,000

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$ 8,600,000

Basis for Reimbursement: Fee for Service
Negotiated Rate

Payment Method: Payment in Arrears

Contractor DUNS Number: 60-629-0401

Contractor Tax ID Number: 52-1590951

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Procurement and Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Maxim Healthcare Staffing Services, Inc.
7227 Lee Deforest Drive
Columbia, Maryland 21046
Andrea Torres, Assistant Regional Controller
jutorres@maxhealth.com

I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. COI	Certificate of Insurance
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. ePHI	Electronic Protected Health Information
18	O. GAAP	Generally Accepted Accounting Principles
19	P. HCA	Health Care Agency
20	Q. HHS	Health and Human Services
21	R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
22		Law 104-191
23	S. HSC	California Health and Safety Code
24	T. ISO	Insurance Services Office
25	U. MHP	Mental Health Plan
26	V. OCJS	Orange County Jail System
27	W. OCPD	Orange County Probation Department
28	X. OCR	Office for Civil Rights
29	Y. OCSD	Orange County Sheriff's Department
30	Z. OIG	Office of Inspector General
31	AA. OMB	Office of Management and Budget
32	AB. OPM	Federal Office of Personnel Management
33	AC. PA DSS	Payment Application Data Security Standard
34	AD. PC	State of California Penal Code
35	AE. PCI DSS	Payment Card Industry Data Security Standard
36	AF. PHI	Protected Health Information
37	AG. PII	Personally Identifiable Information

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. HITECH Act	Health Information Technology for Economic and Clinical Health
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL.WIC	State of California Welfare and Institutions Code

8 **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibit A, attached hereto and incorporated herein, fully
10 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
11 matter of this Agreement.

12 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
13 this Agreement or Exhibit A, whether written or verbal, made by the parties, their officers, employees or
14 agents shall be valid unless made in the form of a written amendment to this Agreement, which has been
15 formally approved and executed by both parties.

17 **III. ASSIGNMENT OF DEBTS**

18 Unless this Agreement is followed without interruption by another agreement between the parties
19 hereto for the same services and substantially the same scope, at the termination of this Agreement,
20 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
21 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
22 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
23 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
24 said persons, shall be immediately given to COUNTY.

26 **. COMPLIANCE**

27 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
28 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
29 programs.

30 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
31 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
32 General Compliance and Annual Provider Trainings.

33 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
34 compliance program, code of conduct and any compliance related policies and procedures.
35 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
36 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

37 //

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
 2 this Agreement. These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own compliance program to
 11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
 12 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
 13 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
 14 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
 15 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
 16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

17 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
 18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
 19 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
 20 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
 21 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
 22 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
 23 proposed compliance program and code of conduct contain all required elements to the
 24 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
 25 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 26 CONTRACTOR shall revise its compliance program and code of conduct to meet
 27 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 28 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
 30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
 31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 32 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
 33 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
 34 Program.

35 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 36 retained to provide services related to this Agreement semi-annually to ensure that they are not
 37 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against

1 the General Services Administration's Excluded Parties List System or System for Award Management,
2 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
3 the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's
4 Death Master File at date of employment, and/or any other list or system as identified by
5 ADMINISTRATOR.

6 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
7 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
8 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
9 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
10 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
11 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
12 CONTRACTOR has elected to use its own).

13 2. An Ineligible Person shall be any individual or entity who:

14 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
15 federal and state health care programs; or

16 b. has been convicted of a criminal offense related to the provision of health care items or
17 services and has not been reinstated in the federal and state health care programs after a period of
18 exclusion, suspension, debarment, or ineligibility.

19 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
20 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
21 Agreement.

22 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
23 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
24 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
25 State of California health programs and have not been excluded or debarred from participation in any
26 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
27 any Ineligible Person in their employ or under contract.

28 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
29 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
30 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
31 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
32 Ineligible Person.

33 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
34 federal and state funded health care services by contract with COUNTY in the event that they are
35 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
36 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
37 //

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

3 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
4 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
5 screened. Such individual or entity shall be immediately removed from participating in any activity
6 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
7 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
8 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
9 overpayment is verified by ADMINISTRATOR.

10 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
11 Compliance Training available to Covered Individuals.

12 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
13 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
14 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
15 representative to complete the General Compliance Training when offered.

16 2. Such training will be made available to Covered Individuals within thirty (30) calendar
17 days of employment or engagement.

18 3. Such training will be made available to each Covered Individual annually.

19 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
20 copies of training certification upon request.

21 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
22 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
23 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
24 CONTRACTOR shall provide copies of the certifications.

25 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized
26 Provider Training, where appropriate, available to Covered Individuals.

27 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
28 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
29 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
30 including the Centers for Medicare and Medicaid Services or their agents.

31 2. Such training will be made available to Covered Individuals within thirty (30) calendar
32 days of employment or engagement.

33 3. Such training will be made available to each Covered Individual annually.

34 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
35 provide copies of the certifications upon request.

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a

1 group setting while CONTRACTOR shall retain the certifications. Upon written request by
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

3 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

4 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
5 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
6 and are consistent with federal, state and county laws and regulations. This includes compliance with
7 federal and state health care program regulations and procedures or instructions otherwise
8 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
9 their agents.

10 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
11 for payment or reimbursement of any kind.

12 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
13 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
14 accurately describes the services provided and must ensure compliance with all billing and
15 documentation requirements.

16 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
17 coding of claims and billing, if and when, any such problems or errors are identified.

18 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
19 days after the overpayment is verified by the ADMINISTRATOR.

20 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
21 participate in the quality improvement activities developed in the implementation of the Quality
22 Management Program.

23 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
24 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
25 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
26 §1810.410.subds.(c)-(d).

27 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
28 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the
29 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
30 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
31 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of
32 such default.

33
34 **V. CONFIDENTIALITY**

35 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
36 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
37 regulations, as they now exist or may hereafter be amended or changed.

1 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 2 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 3 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 4 confidentiality of any and all information and records which may be obtained in the course of providing
 5 such services. This Agreement shall specify that it is effective irrespective of all subsequent
 6 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
 7 authorized agent, employees, consultants, subcontractors, volunteers and interns.

8 9 **VI. CONFLICT OF INTEREST**

10 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could
 11 result in a conflict with county interests. In addition to contractor, this obligation shall apply to
 12 contractor's employees, agents, and subcontractors associated with the provision of goods and services
 13 provided under this Agreement. Contractor's efforts shall include, but not be limited to establishing
 14 rules and procedures preventing its employees, agents, and subcontractors from providing or offering
 15 gifts, entertainment, payments, loans or other considerations which could be deemed to influence or
 16 appear to influence county staff or elected officers in the performance of their duties.

17 18 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 20 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 21 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 22 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 23 Any attempted assignment or delegation in derogation of this paragraph shall be void.

24 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 25 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
 26 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
 27 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
 28 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
 29 part, without the prior written consent of COUNTY.

30 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
 31 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
 32 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
 33 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
 34 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
 35 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

36 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
 37 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of

1 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
2 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
3 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
4 delegation in derogation of this subparagraph shall be void.

5 3. If CONTRACTOR is a governmental organization, any change to another structure,
6 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
7 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
8 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
9 this subparagraph shall be void.

10 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
11 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
12 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
13 the effective date of the assignment.

14 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
15 CONTRACTOR shall provide written notification within thirty (30) calendar days to
16 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
17 governing body of CONTRACTOR at one time.

18 6. COUNTY reserves the right to immediately terminate the Agreement in the event
19 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
20 unacceptable to COUNTY for the provision of services under the Agreement.

21 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
22 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
23 meet the requirements of this Agreement as they relate to the service or activity under subcontract,
24 include any provisions that ADMINISTRATOR may require, and are authorized in writing by
25 ADMINISTRATOR prior to the beginning of service delivery.

26 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
27 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
28 subsequently fails to meet the requirements of this Agreement or any provisions that
29 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
30 by CONTRACTOR.

31 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
32 pursuant to this Agreement.

33 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
34 amounts claimed for subcontracts not approved in accordance with this paragraph.

35 4. This provision shall not be applicable to service agreements usually and customarily
36 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
37 services provided by consultants.

1 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
 2 status with respect to name changes that do not require an assignment of the Agreement.
 3 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
 4 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
 5 CONTRACTOR's performance under the Agreement, as well as any potential conflicts of interest
 6 between CONTRACTOR and County that may arise prior to or during the period of Agreement
 7 performance. While CONTRACTOR will be required to provide this information without prompting
 8 from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation
 9 status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
 10 requested by COUNTY.

11 **VIII. DISPUTE RESOLUTION**

13 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 14 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
 15 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
 16 brought to the attention of the County Procurement Officer by way of the following process:

17 1. CONTRACTOR shall submit to the County Deputy Purchasing Agent a written demand for
 18 a final decision regarding the disposition of any dispute between the Parties arising under, related to, or
 19 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
 20 decision.

21 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 22 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the
 23 demand a written statement signed by an authorized representative indicating that the demand is made in
 24 good faith, that the supporting data are accurate and complete, and that the amount requested accurately
 25 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

26 B. Pending the final resolution of any dispute arising under, related to, or involving this
 27 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via
 28 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure
 29 to proceed diligently shall be considered a material breach of this Agreement.

30 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
 31 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
 32 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
 33 a final decision adverse to CONTRACTOR's contentions.

34 D. This Agreement has been negotiated and executed in the State of California and shall be
 35 governed by and construed under the laws of the State of California. In the event of any legal action to
 36 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
 37 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit

1 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
 2 Parties specifically agree to waive any and all rights to request that an action be transferred for
 3 adjudication to another county.

4 5 **EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 7 regarding the employment of aliens and others and to ensure that employees, subcontractors and
 8 consultants performing work under this Agreement meet the citizenship or alien status requirement set
 9 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 10 subcontractors and consultants performing work hereunder, all verification and other documentation of
 11 employment eligibility status required by federal or state statutes and regulations including, but not
 12 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 13 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 14 covered employees, subcontractors and consultants for the period prescribed by the law.

15 16 **X. EXPENDITURE AND REVENUE REPORT**

17 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this
 18 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
 19 Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in
 20 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

21 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
 22 of the Agreement.

23 24 **XI. FACILITIES, PAYMENTS, AND SERVICES**

25 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 26 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
 27 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
 28 minimum number and type of staff which meet applicable federal and state requirements, and which are
 29 necessary for the provision of the services hereunder.

30 31 **XII. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
 36 including but not limited to personal injury or property damage, arising from or related to
 37 CONTRACTOR or its employees, agents, and/or subcontractors, services performed pursuant to this

1 Agreement. However, CONTRACTOR shall not indemnify any liability to the extent imposed upon the
2 County Indemnitees for their concurrent active negligence, sole negligence, and/or willful misconduct.
3 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
4 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
5 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court and
6 neither party shall request a jury apportionment.

7 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
8 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
9 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
10 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
11 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
12 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
13 subject to the same terms and conditions as set forth herein for CONTRACTOR.

14 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
16 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
17 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
18 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
19 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
20 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
21 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
22 by COUNTY representative(s) at any reasonable time.

23 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
24 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
25 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
26 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
27 Agreement, agrees to all of the following:

28 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
29 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
30 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
31 cost and expense with counsel approved by Board of Supervisors against same; and

32 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
33 duty to indemnify or hold harmless; and

34 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
35 which the duty to defend stated above applies.

36 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
37 this Agreement, the COUNTY may terminate this Agreement.

1 F. QUALIFIED INSURER

2 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 3 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 4 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is
 5 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
 6 (California Admitted Carrier).

7 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
 8 Risk Management retains the right to approve or reject a carrier after a review of the company's
 9 performance and financial ratings.

10 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 11 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

30 H. REQUIRED COVERAGE FORMS

31 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 32 substitute form providing liability coverage at least as broad.

33 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
 34 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

35 I. REQUIRED ENDORSEMENTS

36 1. The Commercial General Liability policy shall contain the following endorsements, which
 37 shall accompany the COI:

1 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 2 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
 3 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 4 **WRITTEN AGREEMENT.**

5 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
 6 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
 7 insurance maintained by the County of Orange shall be excess and non-contributing.

8 2. The Network Security and Privacy Liability policy shall contain the following
 9 endorsements which shall accompany the COI:

10 a. A primary and non-contributing endorsement evidencing that the Contractor's
 11 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
 12 excess and non-contributing.

13 J. The general liability and auto liability insurance policies required by this Agreement shall waive
 14 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
 15 agents and employees when acting within the scope of their appointment or employment.

16 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
 17 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
 18 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**
 19 **WRITTEN AGREEMENT.**

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
 21 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
 22 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
 23 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
 24 this Agreement.

25 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
 26 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
 27 the completion of the Agreement.

28 N. The Commercial General Liability policy shall contain a "severability of interests" clause also
 29 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

30 O. Insurance certificates should be forwarded to the agency/department at the address as specified
 31 in the Referenced Contract Provisions of this Agreement.

32 P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
 33 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
 34 made to the next qualified vendor.

35 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
 36 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
 37 //

1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
2 adequately protect COUNTY.

3 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
4 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
5 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
6 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
7 to all legal remedies.

8 S. The procuring of such required policy or policies of insurance shall not be construed to limit
9 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
10 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

11 T. SUBMISSION OF INSURANCE DOCUMENTS

12 1. The COI and endorsements shall be provided to COUNTY as follows:

- 13 a. Prior to the start date of this Agreement.
- 14 b. No later than the expiration date for each policy.
- 15 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
16 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

17 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
18 the Referenced Contract Provisions of this Agreement.

19 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
20 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
21 have sole discretion to impose one or both of the following:

22 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
23 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
24 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
25 submitted to ADMINISTRATOR.

26 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
27 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
28 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
29 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

30 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
31 CONTRACTOR's monthly invoice.

32 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
33 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
34 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

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XIII. INSPECTIONS AND AUDITS

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2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have
5 access to any books, documents, and records, including but not limited to, financial statements, general
6 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
7 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
8 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
9 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
10 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
11 premises in which they are provided.

12 B. CONTRACTOR shall actively participate and cooperate with any person specified in
13 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
14 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
15 evaluation or monitoring.

16 C. AUDIT RESPONSE

17 1. Following an audit report, in the event of non-compliance with applicable laws and
18 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
19 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
20 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
21 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

22 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
23 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
24 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
25 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
26 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
27 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
28 reimbursement due COUNTY.

29 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
30 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
31 may be required during the term of this Agreement.

32 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
33 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
34 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
35 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

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XVII. MINIMUM WAGE LAWS

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2 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
3 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
4 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
5 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
6 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
7 providing services pursuant to this Agreement be paid no less than the greater of the federal or
8 California Minimum Wage.

9 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
10 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
11 standards pursuant to providing services pursuant to this Agreement.

12 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
13 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
14 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
15 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVIII. NONDISCRIMINATION**A. EMPLOYMENT**

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19 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
20 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
21 employee or applicant for employment because of his/her race, religious creed, color, national origin,
22 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
23 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
24 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
25 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
26 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
27 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
28 gender identity, gender expression, age, sexual orientation, or military and veteran status.

29 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
30 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
31 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
32 for training, including apprenticeship.

33 3. CONTRACTOR shall not discriminate between employees with spouses and employees
34 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
35 the provision of benefits.

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1 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
 2 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
 3 Opportunity Commission setting forth the provisions of the EOC.

4 5. All solicitations or advertisements for employees placed by or on behalf of
 5 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 6 for employment without regard to race, religious creed, color, national origin, ancestry, physical
 7 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
 8 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
 9 shall be deemed fulfilled by use of the term EOE.

10 6. Each labor union or representative of workers with which CONTRACTOR and/or
 11 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 12 notice advising the labor union or workers' representative of the commitments under this
 13 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
 14 employees and applicants for employment.

15 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 16 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 17 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
 18 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
 19 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 20 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 21 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 22 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
 23 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 24 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 25 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 26 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 27 factors identified above:

- 28 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 29 2. Providing any service or benefit to a Client which is different or is provided in a different
 30 manner or at a different time from that provided to other Clients.
- 31 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 32 others receiving any service and/or benefit.
- 33 4. Treating a Client differently from others in satisfying any admission requirement or
 34 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 35 any service and/or benefit.
- 36 5. Assignment of times or places for the provision of services.

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1 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 2 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
 3 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 4 ADMINISTRATOR.

5 1. Whenever possible, problems shall be resolved informally and at the point of service.
 6 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to
 7 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
 8 CONTRACTOR either orally or in writing.

9 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
 10 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

11 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 12 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 13 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 14 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 15 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
 16 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 17 with succeeding legislation.

18 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
 19 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
 20 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
 21 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
 22 enforce rights secured by federal or state law.

23 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
 24 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
 25 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
 26 state or COUNTY funds.

27 **XIX. NOTICES**

28 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
 29 authorized or required by this Agreement shall be effective:

30 1. When written and deposited in the United States mail, first class postage prepaid and
 31 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
 32 by ADMINISTRATOR;

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 36 Service, or any other expedited delivery service.
 37

1 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
2 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
3 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
4 ParcelService, or any other expedited delivery service.

5 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
6 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
7 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
8 damage to any COUNTY property in possession of CONTRACTOR.

9 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
10 ADMINISTRATOR.

11
12 **XX. NOTIFICATION OF DEATH**

13 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
14 CONTRACTOR shall immediately notify ADMINISTRATOR.

15 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
16 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
17 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

18 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
19 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
20 served pursuant to this Agreement; notice need only be given during normal business hours.

21 2. WRITTEN NOTIFICATION

22 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
23 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
24 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

25 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
26 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
27 of the death due to terminal illness of any person served pursuant to this Agreement.

28 c. When notification via encrypted email is not possible or practical CONTRACTOR may
29 hand deliver or fax to a known number said notification.

30 C. If there are any questions regarding the cause of death of any person served pursuant to this
31 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
32 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
33 Notification of Death Paragraph.

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1 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

2 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
3 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
4 clients or occur in the normal course of business.

5 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
6 of any applicable public event or meeting. The notification must include the date, time, duration,
7 location and purpose of the public event or meeting. Any promotional materials or event related flyers
8 must be approved by ADMINISTRATOR prior to distribution.

9
10 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

11 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
13 accordance with this Agreement and all applicable requirements.

14 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
15 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

16 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
17 preparation, and confidentiality of records related to Client records are met at all times.

18 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
19 commencement of the Agreement, unless a longer period is required due to legal proceedings such as
20 litigations and/or settlement of claims.

21 E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,
22 billings, and revenues available at one (1) location within the limits of the County of Orange.

23 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
24 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
25 CONTRACTOR.

26 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
27 settlement of claims for a longer term as directed by ADMINISTRATOR.

28 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
29 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
30 all information that is requested by the PRA request.

31
32 **XXIII. RESEARCH AND PUBLICATION**

33 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
34 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or
35 for publication.

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XXIV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXV. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

XXVI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXVII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXVIII. TERMINATION

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.

B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.

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1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Agreement.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
4 this Agreement.

5 6. The continued incapacity of any physician or licensed person to perform duties required
6 pursuant to this Agreement.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services
8 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
9 removes such physician or licensed person from serving persons treated or assisted pursuant to this
10 Agreement.

11 C. CONTINGENT FUNDING

12 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

13 a. The continued availability of federal, state and county funds for reimbursement of
14 COUNTY's expenditures, and

15 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
16 approved by the Board of Supervisors.

17 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
18 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
19 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
20 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

21 D. In the event this Agreement is suspended or terminated prior to the completion of the term as
22 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
23 sole discretion, reduce the Aggregate Maximum Obligation of this Agreement to be consistent with the
24 reduced term of the Agreement.

25 E. In the event this Agreement is terminated, CONTRACTOR shall do the following:

26 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
27 is consistent with recognized standards of quality care and prudent business practice.

28 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
29 performance during the remaining contract term.

30 3. Until the date of termination, continue to provide the same level of service required by this
31 Agreement.

32 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
33 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
34 orderly transfer.

35 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
36 Client's best interests.

37 //

1 6. If records are to be transferred to COUNTY, pack and label such records in accordance
2 with directions provided by ADMINISTRATOR.

3 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
4 supplies purchased with funds provided by COUNTY.

5 8. To the extent services are terminated, cancel outstanding commitments covering the
6 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
7 commitments which relate to personal services. With respect to these canceled commitments,
8 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
9 arising out of such cancellation of commitment which shall be subject to written approval of
10 ADMINISTRATOR.

11 9. Provide written notice of termination of services to each Client being served under this
12 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
13 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
14 day period.

15 F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written
16 notice. The rights and remedies of each Party provided in this Termination Paragraph shall not be
17 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

18 **XXIX. THIRD PARTY BENEFICIARY**

19 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
20 including, but not limited to, any subcontractors or any clients provided services pursuant to this
21 Agreement.
22

23 **XXX. WAIVER OF DEFAULT OR BREACH**

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 Agreement.
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of
2 California.

3
4 **Contractor: MAXIM HEALTHCARE STAFFING SERVICES, INC.**

5
6
7 BY: _____ DATED: _____

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9 TITLE: _____

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11 BY: _____ DATED: _____

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13 TITLE: _____

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17 **COUNTY OF ORANGE**

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20 BY: _____ DATED: _____

21 PURCHASING AGENT/DESIGNEE

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35 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
36 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If
37 the Agreement is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required.

EXHIBIT A
 TO AGREEMENT FOR THE PROVISION OF SURGE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MAXIM HEALTHCARE STAFFING SERVICES, INC.
 JULY 1, 2021 THROUGH JUNE 30, 2024

I. PAYMENTS

A. COUNTY shall pay CONTRACTOR at the agreed upon rates for Surge Nursing Services:

Surge Nursing Services	Hourly Rates
Bachelor of Science in Nursing (BSN)	\$80.00
Registered Nurse (RN)	\$76.00
Licensed Vocational Nurse (LVN)	\$46.00
Medical Assistant (MA) X-Ray Tech (Limited Permit to include Digital Radiography)	\$44.00
Certified Nursing Assistant	\$40.00
Radiologic Technologist (CRT) ARRT	\$59.00
Dental Assistant	\$39.00
Clinical Lab Scientist	\$86.00
Laboratory Assistant	\$39.00
Epidemiologist	\$107.00

Surge Nursing Services	Hourly Rates
<u>Bachelor of Science in Nursing (BSN)</u>	<u>\$70.00</u>
<u>Registered Nurse (RN) Case Management (NON-COVID-19)</u>	<u>\$65.00</u>
<u>Registered Nurse (RN) (COVID-19)</u>	<u>\$90.00</u>
<u>Licensed Vocational Nurse (LVN) Case Management (NON-COVID-19)</u>	<u>\$42.00</u>
<u>Licensed Vocational Nurse (LVN) (COVID-19)</u>	<u>\$63.00</u>
<u>Medical Assistant (MA) X-Ray Technician (Limited Permit to include Digital Radiography)</u>	<u>\$38.00</u>
<u>Radiologic Technologist (CRT) ARRT</u>	<u>\$55.00</u>
<u>Dental Assistant</u>	<u>\$35.00</u>
<u>Clinical Lab Scientist</u>	<u>\$90.00</u>

1	<u>Medical Technologist</u>	<u>\$70.00</u>
2	<u>Laboratory Assistant</u>	<u>\$35.00</u>
3	<u>Certified Nursing Assistant (COVID-19)</u>	<u>\$45.00</u>
4	<u>Epidemiologist, local rate</u>	<u>\$100.00</u>
5	<u>Epidemiologist, travel rate</u>	<u>\$115.00</u>
6	<u>Supervising Registered Nurse</u>	<u>\$110.00</u>
7	<u>On-Call Nurse</u>	<u>\$10.00</u>
8	<u>Pharmacist</u>	<u>\$120.00</u>
9	<u>Licensed Social Worker- Remote</u>	<u>\$95.00</u>
10	<u>Licensed Social Worker – Onsite</u>	<u>\$100.00</u>
11	<u>Social Worker- Remote</u>	<u>\$80.00</u>
12	<u>Social Worker – Onsite</u>	<u>\$90.00</u>

14 B. CONTRACTOR and ADMINISTRATOR agree that additional Surge Services may be needed
15 throughout the term of the Agreement. Should additional Surge Services be needed, other than those
16 services listed in subparagraph A. above, ADMINISTRATOR will approve the Surge Service on a case-
17 by-case basis and determine an appropriate hourly rate.

18 C. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and
19 shall include information required by ADMINISTRATOR. COUNTY should release payments to
20 CONTRACTOR no later than twenty-one (21) business days after receipt of the correctly completed
21 billing form.

22 D. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source
23 documentation including, but not limited to, staffing logs, ledgers, books, vouchers, journals, time
24 sheets, payrolls, appointment schedules, Client data cards, schedules for allocating costs, invoices, bank
25 statements, canceled checks, receipts, receiving records, and records of services provided.
26 ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly
27 billing.

28 E. ADMINISTRATOR may withhold or delay any payment or partial payment if CONTRACTOR
29 fails to comply with any provision of this Agreement, including, but are not limited to,
30 CONTRACTOR's obligations with respect to data collection, reporting requirements, correcting
31 deficiencies, or delays in progressing satisfactorily in achieving all the terms of the Agreement.

32 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
33 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
34 specifically agreed upon in a subsequent agreement.

35 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
36 Payments Paragraph of this Exhibit A to the Agreement.
37

II. RECORDS

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2 A. **ACTIVITY RECORDS** – CONTRACTOR shall maintain adequate records of its services
3 provided in sufficient detail to permit an evaluation of services. Records shall include detailed staffing
4 logs, sign in sheets for events, flyers or other promotional materials, as well as an activity log for
5 technical assistance.

6 B. **FINANCIAL RECORDS** – CONTRACTOR shall prepare and maintain accurate and complete
7 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
8 type of service for which payment is claimed. Any apportionment of or distribution of costs, including
9 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and
10 shall be made in accordance with generally accepted principles of accounting.

III. REPORTS

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13 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
14 financial and/or programmatic reports if requested by ADMINISTRATOR concerning
15 CONTRACTOR's activities as they relate to the Agreement. ADMINISTRATOR will be specific as to
16 the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to
17 respond.

18 B. **FISCAL** – Monthly reports, submitted with CONTRACTOR's billings, which shall include, at a
19 minimum, the number of activities and contacts achieved and number of staff hours worked, but not be
20 limited to the following unless otherwise agreed to in writing by ADMINISTRATOR.

21 C. CONTRACTOR shall electronically submit a monthly expenditure report to
22 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports
23 shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service
24 provided and actual costs for each of CONTRACTOR's program(s) or cost center(s) described in the
25 Service paragraph of this Exhibit A to the Agreement. Reports are due to ADMINISTRATOR no later
26 than the twentieth (20th) calendar day of the month following the month in which services were
27 performed under the Agreement, unless otherwise agreed to in writing by ADMINISTRATOR.

28 D. **PROGRAMMATIC** – Periodic programmatic reports on forms provided or approved by
29 ADMINISTRATOR, which shall include, a description of CONTRACTOR's progress in implementing
30 the provisions of this Agreement; any pertinent facts or interim findings; staff changes; and status of
31 licenses and/or certifications. CONTRACTOR shall report on whether or not it is progressing
32 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps will be
33 taken to achieve satisfactory progress. These periodic programmatic reports shall be submitted
34 according to the timeline specified by ADMINISTRATOR.

35 E. **ADDITIONAL REPORTS** – CONTRACTOR shall make additional reports, as required by
36 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.
37 ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30)

1 calendar days for CONTRACTOR to respond.

2 F. All records and reports submitted to ADMINISTRATOR shall become the property of
3 COUNTY.

4 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
5 Reports Paragraph of this Exhibit A to the Agreement.

6 7 **IV. SERVICES**

8 **A. TARGET POPULATION**

9 Public Health Services Surge Services shall be provided at Public Health Clinics or designated facilities
10 to all exposed or susceptible residents or visitors in Orange County as directed by HCA Disease Control
11 and Epidemiology Division.

12 **B. SERVICES TO BE PROVIDED**

13 CONTRACTOR shall provide services that include the following:

14 1. CONTRACTOR shall provide temporary nursing or other clinical staff (collectively,
15 "Personnel") as requested by HCA Public Health Services for the provision of healthcare services at
16 healthcare clinics, testing clinics, and/or vaccinations clinics ("Clinics") and/or the provision of
17 screening services.

18 2. CONTRACTOR shall coordinate with County staff regarding all staffing requests to ensure
19 all requirements under this Agreement are met.

20 3. CONTRACTOR shall follow all applicable guidelines issued by the State Department of
21 Health Services.

22 4. CONTRACTOR is not responsible for maintaining crowd control or security at Clinics.

23 5. CONTRACTOR Personnel shall not view, create, access, and/or store PII or PHI outside
24 COUNTY's physical and technical environment.

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26 **C. COUNTY RESPONSIBILITIES**

27 1. COUNTY will maintain all necessary permits, licenses, approvals, and/or certifications
28 required to operate the Clinics and will maintain authority over the Clinics.

29 2. COUNTY will maintain all applicable Protocol(s) for the Services provided under this
30 Agreement.

31 3. COUNTY will provide initial training on Vaccination Protocol, including, but not limited to
32 protocols responding to adverse event(s) and/or reaction(s).

33 4. COUNTY will provide initial training on applicable COUNTY privacy and security
34 processes. The training should include COUNTY's process for collecting, storing, securing, and
35 transferring data collected under this Agreement.

36 5. COUNTY will provide initial orientation training on the COUNTY related to the Services
37 provided under this Agreement. The orientation training should include a review of instructions on

1 confidentiality obligations and a review of any COUNTY Exposure Control Plan pertaining to OSHA
2 requirements for blood-borne pathogens and any related COUNTY policies and procedures.

3 6. COUNTY will provide furniture at its sole risk to include, but not limited to, tables and
4 chairs, and allow CONTRACTOR Personnel reasonable access to telephones, solely for business use.
5 CONTRACTOR will not be responsible for the proper maintenance of any such furniture supplied by
6 COUNTY.

7 7. COUNTY will supply all reasonably necessary medical supplies to be used in administering
8 and/or providing Services under this Agreement. COUNTY shall be responsible for disposing of all
9 medical waste and biohazard produced by the Clinics. Additionally, should County in its sole discretion
10 determine reasonably necessary medical supplies are unavailable, CONTRACTOR will not be required
11 to provide Services pursuant to this Agreement during such time as the necessary medical supplies are
12 unavailable.

13 8. COUNTY will maintain data security measures for COUNTY devices and COUNTY
14 controlled operations, needed to protect the security of COUNTY computer systems, networks, files,
15 data, and software related to the services under this Agreement. COUNTY acknowledges and
16 understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by
17 CONTRACTOR Personnel outside COUNTY's physical or technical environment.

18 D. PERFORMANCE OBJECTIVES

19 CONTRACTOR shall ensure that the following performance objectives are met:

20 1. CONTRACTOR shall provide appropriately licensed and experienced temporary clinical
21 staff on an ongoing basis within 48 hours of request.

22 2. CONTRACTOR shall have the capacity to provide consistent full-time staff which includes
23 licensed nurses with a Bachelor of Science in Nursing (BSN), Registered Nurses (RN), Licensed
24 Vocational Nurses (LVN), Medical Assistants (MA), Certified Nursing Assistant (CNA), Radiologic
25 //

26 Technologist (CRT) ARRT, Dental Assistant, Clinical Lab Scientist, Laboratory Assistant, and
27 Epidemiologist on an ongoing basis for up to three (3) months as needed for core Public Health services.

28 3. CONTRACTOR shall provide nursing staff who can consistently report to the same
29 assignment at HCA Public Health Clinics on an ongoing basis for up to three (3) months as needed for
30 disease investigations or clinical services.

31 E. STAFFING REQUIREMENTS

32 CONTRACTOR shall ensure that services staffing capability includes the following:

33 1. Licensed RN with a Public Health Nurse Certificate and/or prior Public Health experience
34 in communicable disease response.

35 2. Licensed RN, LVN or MA with prior clinical experience including performing blood draws
36 on infants; prior Public Health experience preferred.

37 CONTRACTOR must screen and pass all potential staffing candidates before placing with HCA. HCA

1 reserves the right to reject any prospective staff referred by CONTRACTOR. Screenings for this
2 Agreement shall include the following:

3 a) Tuberculosis (TB) clearance – Candidates must provide TB test results either from two
4 (2) consecutive years (no more than twelve (12) months apart), the most recent within the last twelve
5 (12) months, or two (2) step TB testing (initial test and 2nd test one to four (1-4) weeks after the first
6 test) completed within the last twelve (12) months.

7 b) For TB Previous Positive reactors, proof of a positive TB skin test is required. If there
8 is no proof, candidate needs to be tested. Candidate will also be required to provide a report from a
9 chest x-ray within the last twelve (12) months.

10 c) Sanction Screening – Candidates must be sanction screened to ensure they are not
11 designated as an ineligible person. Applicant must keep screening results on file for the period defined
12 in the Agreement. Screening shall be completed using the General Services Administration’s Excluded
13 Parties List System or System for Award Management, The Health and Humans Services/Office of
14 Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and
15 Ineligible Provider List and /or any other as identified by the Administrator. The links are:

16 1) System for Award Management: [https://www.sam.gov/portal/SAM/%20-](https://www.sam.gov/portal/SAM/%20-%201#1#1)
17 [%201#1#1](https://www.sam.gov/portal/SAM/%20-%201#1#1)

18 2) HHS Inspector General List: <https://exclusions.oig.hhs.gov/Default.aspx>

19 3) California Medi-Cal Suspended and Ineligible provider list:
20 <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

21 CONTRACTOR must keep all screening results on file for the period designated by
22 ADMINISTRATOR.

23 F. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
24 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
25 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
26 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
27 institution, or religious belief.

28 G. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
29 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
30 shall maintain documentation of such efforts which may include, but not be limited to: records of
31 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
32 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
33 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

34 H. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
35 Services Paragraph of this Exhibit A to the Agreement.

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