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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2019 through June 30, 2020

Aggregate Maximum Obligation: \$ 100,000

Basis for Reimbursement: Fee For Service

Payment Method: Payment in Arrears

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR DUNS Number: 840275585

CONTRACTOR TAX ID Number: 95-4156511

CONTRACTOR: PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI
600 B St., Suite 1570
SAN DIEGO, CA, 92101
VEERPAL BRAR
vbrar@unihcr.com

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I. ACRONYMS

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

- A. ARRA American Recovery and Reinvestment Act
- B. ASRS Alcohol and Drug Programs Reporting System
- C. CCC California Civil Code
- D. CCR California Code of Regulations
- E. CFR Code of Federal Regulations
- F. CHPP COUNTY HIPAA Policies and Procedures
- G. CHS Correctional Health Services
- H. D/MC Drug/Medi-Cal
- I. DHCS Department of Health Care Services
- J. DPFS Drug Program Fiscal Systems
- K. DRS Designated Record Set
- L. HCA Health Care Agency
- M. HHS Health and Human Services
- N. HIPAA Health Insurance Portability and Accountability Act
- O. HSC California Health and Safety Code
- P. MHP Mental Health Plan
- Q. OCJS Orange County Jail System
- R. OCPD Orange County Probation Department
- S. OCR Office for Civil Rights
- T. OCSD Orange County Sheriff’s Department
- U. OIG Office of Inspector General
- V. OMB Office of Management and Budget
- W. OPM Federal Office of Personnel Management
- X. PADSS Payment Application Data Security Standard
- Y. PC State of California Penal Code
- Z. PCI DSS Payment Card Industry Data Security Standard
- AA. PHI Protected Health Information
- AB. PII Personally Identifiable Information
- AC. PRA Public Record Act
- AD. USC United States Code
- AE. WIC State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.

1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own Compliance program to
3 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR’s
4 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
5 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
6 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program
7 and Code of Conduct.

8 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
9 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
10 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
11 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
12 ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a
13 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
14 CONTRACTOR’s proposed compliance program and code of conduct contain all required elements to
15 the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of
16 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
17 CONTRACTOR shall revise its compliance program and code of conduct to meet
18 ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s
19 Compliance Officer’s determination and resubmit the same for review by the ADMINISTRATOR.

20 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
21 CONTRACTOR’s compliance program, code of conduct and any Compliance related policies and
22 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
23 relative to this Agreement are made aware of CONTRACTOR’s compliance program, code of conduct,
24 related policies and procedures and contact information for the ADMINISTRATOR’s Compliance
25 Program.

26 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
27 retained to provide services related to this Agreement semi-annually to ensure that they are not
28 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
29 the General Services Administration's Excluded Parties List System or System for Award Management,
30 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
31 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as
32 identified by the ADMINISTRATOR.

33 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
34 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
35 health care items or services or who perform billing or coding functions on behalf of
36 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
37 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to

1 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
2 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
3 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
4 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
5 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
6 procedures if CONTRACTOR has elected to use its own).

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

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

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

13 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
14 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
15 Agreement.

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

22 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
23 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
24 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
25 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
26 Ineligible Person.

27 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
28 federal and state funded health care services by contract with COUNTY in the event that they are
29 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
30 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
31 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
32 business operations related to this Agreement.

33 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
34 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
35 screened. Such individual or entity shall be immediately removed from participating in any activity
36 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
37 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

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

3 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
4 Compliance Training available to Covered Individuals.

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

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

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

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

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

18 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
19 Provider Training, where appropriate, available to Covered Individuals.

20 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
21 Individuals relative to this Agreement.

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

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

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

27 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
28 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a
29 group setting while CONTRACTOR shall retain the certifications. Upon written request by
30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

31 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

11 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
12 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
13 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
14 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
15 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR’s right to terminate this
16 Agreement on the basis of such default.

17
18 **V. CONFIDENTIALITY**

19 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
20 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
21 regulations,

22 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
23 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
24 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
25 any and all information and records which may be obtained in the course of providing such services.
26 The Agreement shall specify that it is effective irrespective of all subsequent resignations or
27 terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent,
28 employees, consultants, subcontractors, volunteers and interns.

29 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
30 disclosure in connection with activity funded under this Agreement. This system shall include
31 provisions for employee education on the confidentiality requirements, and the fact that disciplinary
32 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,
33 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,
34 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.
35 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

36 //
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1 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
2 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
3 regulations regarding confidentiality.

4 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
5 security, and shall include them in all subcontracts.

6 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
7 week, of any suspected or actual breach of computer system security, if the security breach would
8 require notification under CCC §1798.82.

9
10 **VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
12 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
13 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to
14 ADMINISTRATOR not less than ninety (90) calendar days prior to the effective date of the delegation.
15 Any attempted assignment or delegation in derogation of this paragraph shall be void.

16 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
17 prior written consent of COUNTY.

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

24 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
25 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
26 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
27 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
28 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
29 delegation in derogation of this subparagraph shall be void.

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

35 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
36 CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations

37 //

1 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
2 the effective date of the assignment.

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

7 C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by
8 means of subcontracts, provided such subcontracts are approved in advance, in writing by
9 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
10 under subcontract, and include any provisions that ADMINISTRATOR may require.

11 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
12 subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract
13 subsequently fails to meet the requirements of this Agreement or any provisions that
14 ADMINISTRATOR has required.

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

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

19 4. This provision shall not be applicable to service agreements usually and customarily
20 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, professional
21 services provided by consultants, and medical services not provided directly by CONTRACTOR,
22 including but not limited to dialysis.

23 5. All program and administrative support staff, including subcontractors, must physically
24 reside in the Continental United States for both on-site and/or remote support services. Contractor is
25 required to ensure that all staff and subcontractors providing equipment and software support for digital
26 radiology services will have an established physical residence in the Continental United States
27 throughout the term of the Agreement.

28
29 **VII. DISPUTE RESOLUTION**

30 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
31 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
32 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
33 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

34 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
35 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
36 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
37 decision.

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

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

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

14 D. This Agreement has been negotiated and executed in the State of California and shall be
15 governed by and construed under the laws of the State of California. In the event of any legal action to
16 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
17 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
18 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
19 Parties specifically agree to waive any and all rights to request that an action be transferred for
20 adjudication to another county.

21
22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32
33 **IX. EXPENDITURE AND REVENUE REPORT**

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

1 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
2 throughout the term of the Agreement.

3
4 **X. FACILITIES, PAYMENTS, AND SERVICES**

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

10 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
11 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the [Total] Maximum
12 Obligation [the Maximum Obligation for the appropriate Period as well as the Total Maximum
13 Obligation]. The reduction to the Maximum Obligation [Maximum Obligation for the appropriate
14 Period as well as the Total Maximum Obligation] shall be in an amount proportionate to the number of
15 days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or
16 supplies.

17
18 **XI. INDEMNIFICATION AND INSURANCE**

19 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
20 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
21 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
22 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
23 including but not limited to personal injury or property damage, arising from or related to the services,
24 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
25 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
26 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
27 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
28 request a jury apportionment.

29 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
30 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
31 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
32 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
33 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
34 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
35 subject to the same terms and conditions as set forth herein for CONTRACTOR.

36 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
37 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an

1 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
2 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
3 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
4 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
5 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
6 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
7 by COUNTY representative(s) at any reasonable time.

8 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
9 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
10 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
11 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
12 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
13 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

20 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
21 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
22 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

23 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
24 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
25 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
26 this Agreement.

27 F. QUALIFIED INSURER

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

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

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

1	<u>Coverage</u>	<u>Minimum Limits</u>
2		
3	Commercial General Liability	\$1,000,000 per occurrence
4		\$2,000,000 aggregate
5		
6	Automobile Liability including coverage	\$1,000,000 per occurrence
7	for owned, non-owned and hired vehicles	
8		
9	Workers' Compensation	Statutory
10		
11	Employers' Liability Insurance	\$1,000,000 per occurrence
12		
13	Network Security & Privacy Liability	\$1,000,000 per claims made
14		
15	Technology Errors & Omissions	\$1,000,000 per claims made
16		
17	Professional Liability Insurance	\$1,000,000 per claims made
18		\$1,000,000 aggregate
19		
20	Sexual Misconduct Liability	\$1,000,000 per occurrence
21		
22	Performance Security Bond	\$1,250,000

24 H. REQUIRED COVERAGE FORMS

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

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

29 I. REQUIRED ENDORSEMENTS

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

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

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37 //

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

4 2. The Network Security and Privacy Liability policy shall contain the following
5 endorsements which shall accompany the Certificate of Insurance:

6 a. An Additional Insured endorsement naming the County of Orange, its elected and
7 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

8 b. A primary and non-contributing endorsement evidencing that the Contractor’s
9 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
10 excess and non-contributing.

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

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

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

23 M. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions, and/or Network
24 Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain
25 coverage for two (2) years following the completion of the Agreement.

26 N. The Commercial General Liability policy shall contain a “severability of interests” clause also
27 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

28 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
29 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
30 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
31 adequately protect COUNTY.

32 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
33 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
34 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
35 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this
36 Agreement by COUNTY.

37 //

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

4 R. SUBMISSION OF INSURANCE DOCUMENTS

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

6 a. Prior to the start date of this Agreement.

7 b. No later than the expiration date for each policy.

8 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
9 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

28 S. The performance bond requirement may be secured by one of the following methods, or a
29 combination thereof.

30 1. Performance Bond issued by an admitted surety licensed in the State of California and
31 acceptable to the County, provided that the language of such bond shall recognize and accept the
32 contract requirement for immediate release of funds to the County upon determination by the County,
33 that the CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the
34 breach is such that the public health and safety are endangered, and recognizing that any legal dispute by
35 the CONTRACTOR or the bonding company shall be initiated and resolved only after release of the
36 performance security funds to the County; or

37 //

1 2. Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the
2 County, on a form acceptable to the County, which shall recognize and accept the contract requirement
3 for immediate payment of funds to the County upon determination by the County that the
4 CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is
5 such that the public health and safety are endangered, and recognizing that any legal dispute by the
6 CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance
7 security funds to the County. Real property may be used by a bank to provide the financial resources for
8 credit required under this section.

9 3. The performance bond or irrevocable letter of credit furnished by the CONTRACTOR in
10 fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for
11 any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel
12 said bond or letter of credit. The CONTRACTOR shall, not later than twenty (20) business days
13 following the commencement of the 30-day notice period, provide the County with replacement security
14 in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or
15 conservatorship proceedings, the CONTRACTOR shall provide replacement security acceptable to the
16 County within twenty (20) business days of such occurrence.

17 4. Failure of the CONTRACTOR to meet these requirements after the CONTRACTOR has
18 been selected, and prior to the contract start date, shall result in forfeiture of the CONTRACTOR's
19 contract award.

20 5. Failure of the CONTRACTOR to maintain service and performance requirements during
21 the term of the Agreement shall be considered a breach and may additionally result in removal of the
22 CONTRACTOR and forfeiture of performance bond.

23
24 **XII. INSPECTIONS AND AUDITS**

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

35 B. CONTRACTOR shall actively participate and cooperate with any person specified in
36 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
37

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1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

9 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
10 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
11 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
12 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
13 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
14 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
15 reimbursement due COUNTY.

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

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

23
24 **XIII. LICENSES AND LAWS**

25 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
26 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
27 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
28 required by the laws, regulations and requirements of the United States, the State of California,
29 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
30 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
31 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
32 and exemptions. Said inability shall be cause for termination of this Agreement.

33 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

34 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
35 of the award of this Agreement:

36 a. In the case of an individual contractor, his/her name, date of birth, social security
37 number, and residence address;

1 b. In the case of a contractor doing business in a form other than as an individual, the
2 name, date of birth, social security number, and residence address of each individual who owns an
3 interest of ten percent (10%) or more in the contracting entity;

4 c. A certification that CONTRACTOR has fully complied with all applicable federal and
5 state reporting requirements regarding its employees;

6 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
7 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

8 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
9 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
10 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
11 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
12 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
13 grounds for termination of this Agreement.

14 3. It is expressly understood that this data will be transmitted to governmental agencies
15 charged with the establishment and enforcement of child support orders, or as permitted by federal
16 and/or state statute.

17 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
18 requirements as they exist now or may be hereafter amended or changed.

19 D. CONTRACTOR attests that all CONTRACTOR physicians providing services under this
20 Agreement are and will continue to be as long as this Agreement remains in effect, the holders of
21 currently valid licenses to practice medicine in the State of California and are members in good standing
22 of the medical staff of CONTRACTOR’s facility.

23
24 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

25 A. Any written information or literature, including educational or promotional materials,
26 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
27 to this Agreement must be approved at least thirty (30) days in advance and in writing by
28 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
29 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
30 and electronic media such as the Internet.

31 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
32 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
33 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

34 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
35 available social media sites) in support of the services described within this Agreement,
36 CONTRACTOR shall develop social media policies and procedures and have them available to
37 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all

1 forms of social media used to either directly or indirectly support the services described within this
2 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
3 they pertain to any social media developed in support of the services described within this Agreement.
4 CONTRACTOR shall also include any required funding statement information on social media when
5 required by ADMINISTRATOR.

6 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
7 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

8
9 **XV. MAXIMUM OBLIGATION**

10 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
11 agreements for Services is as specified in the Referenced Contract Provisions of this Agreement. This
12 specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate
13 Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to
14 CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

15
16 **XVI. MINIMUM WAGE LAWS**

17 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
19 federal or California Minimum Wage to all its employees that directly or indirectly provide services
20 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
21 all its contractors or other persons providing services pursuant to this Agreement on behalf of
22 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
23 Wage.

24 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
25 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
26 pursuant to providing services pursuant to this Agreement.

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

31
32 **XVII. NONDISCRIMINATION**

33 **A. EMPLOYMENT**

34 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
35 unlawfully discriminate against any employee or applicant for employment because of his/her race,
36 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
37 genetic information, marital status, sex, gender, gender identity, gender expression, age,

1 sexual orientation, or military and veteran status. Additionally, during the term of this Agreement,
2 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
3 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
4 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
5 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
6 orientation, or military and veteran status.

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

11 3. CONTRACTOR shall not discriminate between employees with spouses and employees
12 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
13 the provision of benefits.

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

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

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

28 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
29 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
30 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
31 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
32 expression, age, sexual orientation, or military and veteran status in accordance with
33 Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688;
34 Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
35 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
36 Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
37 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as

1 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
2 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
3 limited to the following based on one or more of the factors identified above:

- 4 1. Denying a client or potential client any service, benefit, or accommodation.
- 5 2. Providing any service or benefit to a client which is different or is provided in a different
6 manner or at a different time from that provided to other clients.
- 7 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
8 others receiving any service or benefit.
- 9 4. Treating a client differently from others in satisfying any admission requirement or
10 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
11 any service or benefit.
- 12 5. Assignment of times or places for the provision of services.

13 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
14 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all
15 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
16 ADMINISTRATOR.

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

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

23 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
24 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
25 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
26 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
27 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
28 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
29 with succeeding legislation.

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
36 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
37 //

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or county funds.

3
4 **XVIII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24
25 **XIX. NOTIFICATION OF DEATH**

26 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
27 CONTRACTOR shall immediately notify Public Health Chief of Operations and ADMINISTRATOR.

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

31 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
32 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
33 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for
34 purposes of computing the time within which to give telephone notice and, notwithstanding the time
35 limit herein specified, notice need only be given during normal business hours.

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37 //

2. WRITTEN NOTIFICATION

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

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

3 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
4 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
5 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
6 maintained by or for a covered entity that is:

7 1. The medical records and billing records about individuals maintained by or for a covered
8 health care provider;

9 2. The enrollment, payment, claims adjudication, and case or medical management record
10 systems maintained by or for a health plan; or

11 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

12 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
13 accordance with the terms of this Agreement and common business practices. If documentation is
14 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

15 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
16 or site visit.

17 2. Provide auditor or other authorized individuals access to documents via a computer
18 terminal.

19 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
20 requested.

21 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
22 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
23 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
24 telephone and email or facsimile.

25 I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or
26 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
27 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

28 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
29 years following discharge of the participant, client and/or patient, with the exception of non-
30 emancipated minors for whom records must be kept for at least one (1) year after such minors have
31 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
32 longer.

33
34 **XXII. RESEARCH AND PUBLICATION**

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

XXIII. 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.

XXIV. 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, or 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.

//

XXV. STATUS OF CONTRACTOR

1
2 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
3 wholly responsible for the manner in which it performs the services required of it by the terms of this
4 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
5 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
6 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
7 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
8 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
9 subcontractors as they relate to the services to be provided during the course and scope of their
10 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
11 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
12 be COUNTY employees.

13
14 **XXVI. TERM**

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

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

23
24 **XXVII. TERMINATION**

25 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days’
26 written notice given the other party.

27 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
28 five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this
29 Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty
30 (30) calendar days for corrective action.

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

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

37 //

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 D. 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 E. 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 sole
23 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
24 term of the Agreement.

25 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
26 above, CONTRACTOR shall do the following:

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

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

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

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

36 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
37 client's best interests.

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 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
12 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

13
14 **XXVIII. THIRD PARTY BENEFICIARY**

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

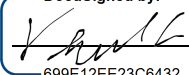
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19 **XXIX. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
24 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 PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI

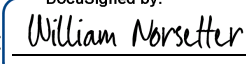
5 DocuSigned by:
6 BY:  DATED: 6/3/2019
7 699E12EE23C6432...

8 TITLE: VP of Operations

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10 BY: _____ DATED: _____

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12 TITLE: _____

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16 COUNTY OF ORANGE

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18 DocuSigned by:
19 BY:  DATED: 6/3/2019
20 6D48B3A38F20463

21 HEALTH CARE AGENCY

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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 NURSING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. PAYMENTS

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

Surge Nursing Services	Hourly Rates
Bachelor of Science in Nursing (BSN)	\$70.00
Registered Nurse (RN)	\$65.00
Licensed Vocational Nurse (LVN)	\$42.00
Medical Assistant (MA) X-Ray Tech (Limited Permit to include Digital Radiography)	\$38.00
Radiologic Technologist (CRT) ARRT)	\$55.00
Dental Assistant	\$35.00

A. CONTRACTOR and ADMINSTRATOR agree that additional Surge Nursing Services may be needed throughout the term of the agreement. Should additional Surge Nursing Services be needed, than those services listed, ADMINISTRATOR will approve the Surge Nursing Service on a case-by-case basis and determine an appropriate hourly rate.

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

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

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

1 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
2 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
3 specifically agreed upon in a subsequent Agreement.

4 F. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
5 Payments Paragraph of this Exhibit A to the Agreement.
6

7 **II. RECORDS**

8 A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services
9 provided in sufficient detail to permit an evaluation of services. Records shall include sign in sheets for
10 events, flyers or other promotional materials, as well as an activity log for technical assistance.

11 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
12 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
13 type of service for which payment is claimed. Any apportionment of or distribution of costs, including
14 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and
15 shall be made in accordance with generally accepted principles of accounting.
16

17 **III REPORTS**

18 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
19 financial and/or programmatic reports if requested by ADMINISTRATOR concerning
20 CONTRACTOR’s activities as they relate to the Agreement. ADMINISTRATOR will be specific as to
21 the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to
22 respond.

23 B. FISCAL – Weekly reports, submitted with CONTRACTOR’s billings, which shall include, at a
24 minimum, the number of activities and contacts achieved and number of staff hours worked, but not be
25 limited to the following unless otherwise agreed to in writing by ADMINISTRATOR.

26 C. CONTRACTOR shall electronically submit a weekly expenditure report to ADMINISTRATOR
27 and designated COUNTY staff, in support of the weekly invoice. These reports shall be on a form
28 provided or approved by ADMINISTRATOR, and shall include the units of service provided and actual
29 costs for each of CONTRACTOR’s program(s) or cost center(s) described in the Service paragraph of
30 this Exhibit A to the Agreement. Reports are due to ADMINISTRATOR no later than the twentieth
31 (20th) calendar day of the month following the month in which services were performed under the
32 Agreement, unless otherwise agreed to in writing by ADMINISTRATOR.

33 D. PROGRAMMATIC – Periodic programmatic reports on forms provided or approved by
34 ADMINISTRATOR, which shall include, a description of CONTRACTOR’s progress in implementing
35 the provisions of this Agreement; any pertinent facts or interim findings; staff changes; and status of
36 licenses and/or certifications. CONTRACTOR shall report on whether or not it is progressing
37 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps will be

1 taken to achieve satisfactory progress. These periodic programmatic reports shall be submitted
2 according to the timeline specified by ADMINISTRATOR.

3 E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
4 ADMINISTRATOR, concerning CONTRACTOR’s activities as they affect the services hereunder.
5 ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30)
6 calendar days for CONTRACTOR to respond.

7 F. All records and reports submitted to ADMINISTRATOR shall become the property of
8 COUNTY.

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

11
12 **IV. SERVICES**

13 **A. TARGET POPULATION**

14 Public Health Services Radiology Technician services shall be provided to all exposed or susceptible
15 residents or visitors in Orange County as directed by HCA.

16 **B. SERVICES TO BE PROVIDED**

17 CONTRACTOR shall provide services that include the following:

18 1. CONTRACTOR shall provide Radiology Technician Services including performing
19 radiographic procedures at a skilled level for the purpose of obtaining prescribed diagnostic
20 radiographic images, processing work in an electronic health record, and effectively coordinating
21 radiology services with other clinic staff.

22 **C. PERFORMANCE OBJECTIVES**

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

24 1. CONTRACTOR shall provide appropriately licensed and experienced radiology
25 technicians on an ongoing basis within 24 hours of notice.

26 2. CONTRACTOR shall have the capacity to provide consistent full-time staff which includes
27 radiology technicians and other licensed medical professionals on an ongoing basis for up to three (3)
28 months as needed for core Public Health services.

29 3. CONTRACTOR shall provide radiology technician personnel as needed for clinical
30 services.

31 **D. STAFFING REQUIREMENTS**

32 CONTRACTOR shall ensure that the projects staffing includes the following:

33 1. Radiology Technician certificate and/or prior Public Health experience in communicable
34 disease response preferred.

35 2. Contractor must be willing to screen and pass all potential candidates before placing for this
36 contract for the following:

37 //

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

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

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

- 14 1) System for Award Management:<https://www.sam.gov>
- 15 2) HHS Inspector General List: <https://exclusions.oig.hhs.gov/>
- 16 3) California Medi-Cal Suspended and Ineligible provider list:
17 <http://files.medi-cal.ca.gov>

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

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

29 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
30 Services Paragraph of this Exhibit A to the Agreement.

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**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-17011041
FOR
Surge Nursing Services**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-17011041 for Surge Nursing Services is made and entered into on March 19, 2020 (“Effective Date”) between _____ (“Contractor”), with a place of business at _____, 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”.

RECITALS

WHEREAS, the County executed Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020 in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, the County now desires to enter into this Amendment No. 1 to increase the Contract and expand Surge Nursing Services to include additional staffing classifications; and

NOW THEREFORE, County amends the Contract as follows:

1. The Contract is increased \$100,000, with a cumulative not to exceed amount of \$200,000.
2. Exhibit A.I. Payments, is modified to replace the payment table with:

Surge Nursing Services	Hourly Rates
Bachelor of Science in Nursing (BSN)	\$70.00
Registered Nurse (RN)	\$65.00
Licensed Vocational Nurse (LVN)	\$42.00
Medical Assistant (MA) X- Ray Tech (Limited Permit to include Digital Radiography)	\$38.00
Radiologic Technologist (CRT) ARRT)	\$55.00
Dental Assistant	\$35.00

Clinical Lab Scientist	\$90
Medical Technologist	\$70
Laboratory Assistant	\$35

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor:

<u>NOT Required.</u>	
Print Name	Title
Signature	Date
Print Name	Title
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

<u>Brittany Davis</u>	<u>Administrative Manager I</u>
Print Name	Title
<u>Brittany Davis</u>	<u>3/19/2020</u>
Signature	Date



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-17011041
FOR
SURGE NURSING SERVICES**

This Amendment ("Amendment No. 2") to Contract No. MA-042-17011041 for Surge Nursing Services is made and entered into on April 21, 2020 ("Effective Date") between Maxim Healthcare Services ("Contractor"), with a place of business at 500 South Main St. Suite 600, Orange, CA 92868, 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".

RECITALS

WHEREAS, the County executed Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020 in an amount not to exceed \$100,000 ("Contract"); and

WHEREAS, The County executed Amendment No. 1 to increase the Contract to \$200,000 and expand Surge Nursing Services to include additional staffing classifications; and

WHEREAS, the County now desires to add provisions to the contract related to an emergency COVID-19 requirement for use of services and additional classifications; and

NOW THEREFORE, County amends the Contract as follows:

1. The Contract is amended to add Exhibit B – Emergency COVID- 19 Provisions

This Amendment No. 2 modifies the Contract and Amendment No. 1, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract and Amendment No. 1, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor:

Andrea Torres

Assistant Controller

Print Name

Title

DocuSigned by:

Andrea Torres

4/23/2020

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Anna Peters

Director of Administrative Se

Print Name

Title

DocuSigned by:

Anna Peters

4/23/2020

Signature

Date

1 EXHIBIT B
2 TO CONTRACT FOR THE PROVISION OF SURGE NURSING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 MAXIM HEALTHCARE SERVICES
7 APRIL 17, 2020 THROUGH DECEMBER 31, 2020

8 I. This Exhibit will be adding Emergency COVID-19 Support Personnel for County.
9

10 This Exhibit will remain in effect for the duration of the COVID-19 outbreak and will
11 follow current Center for Disease Control (CDC) guidelines.

12 Whenever the terms and conditions of the Agreement and this Exhibit conflict, the
13 terms and conditions of this Exhibit control. Except as specifically modified by the
14 terms and conditions of this Exhibit, all of the Contract remains in full force and
15 effect.

16 II. The following rates shall apply: Services Rates (per hour)

17 Registered Nurse: \$90

18 Licensed Vocational Nurse: \$63

19 Certified Nursing Assistant: \$45

20 III. Overtime rates are charged for all hours worked in excess of forty (40) hours per
21 week of according to applicable state law. The overtime rate is one and one-half (1.5)
22 times this Exhibit rate.

23 IV. All Personnel required for COVID-19 labor support must meet the following
24 qualifications: a. 1-step TB Test b. Background Checks c. License Verification, if
25 applicable (Pending license is acceptable) d. For all additional requested credentialing
26 items by County, Personnel may present to County by end of assignment

27 V. County agrees Personnel may begin first shift the day after credentialing is complete
28 and Count will provide Orientation on as-needed basis.

29 VI. County agrees to pay Quarantine costs for assigned personnel if personnel is placed
30 on COVID-19 Quarantine, as directed by County and upon immediate written
31 notification from County to Contractor, while on assignment at County facility,
32 including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be
33 billed as pass-through to County.

**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-17011041
FOR
SURGE NURSING SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-17011041 for Surge Nursing Services is made and entered into on April 30, 2020 (“Effective Date”) between Professional Resource Enterprises, Inc. DBA UNI (“Contractor”), with a place of business at 600 B St., Suite 1570. San Diego, CA 92101, 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 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the County executed Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020 in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, The County executed Amendment No. 1 to amend the Contract, effective March 19, 2020 through June 30, 2020, to increase the Contract to \$200,000 and expand Surge Nursing Services to include additional staffing classifications; and

WHEREAS, The Parties executed Amendment No. 2 to amend the Contract, effective April 23, 2020 through June 30, 2020, to add provisions to the contract related to an emergency COVID-19 requirement for use of services and additional classifications; and

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County’s Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide,

Third Edition, Version 3.1 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, County in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to include Federal Emergency Management Agency (FEMA) provisions; and

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. Paragraph 30 is added to the Contract as follows:

“Contract Work Hours And Safety Standards Act:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

2. Paragraph 31 is added to the Contract as follows:

“Clean Air Act And The Federal Water Pollution Control Act:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

3. Paragraph 32 is added to the Contract as follows:

“Suspension and Debarment:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905)

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4. Paragraph 33 is added to the Contract as follows:

“Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.”

5. Paragraph 34 is added to the Contract as follows:

“Procurement of Recovered Materials:

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or

3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
6. Paragraph 35 is added to the Contract as follows:

"Access To Records:

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."
7. Paragraph 36 is added to the Contract as follows:

"Department of Homeland Security (DHS) Seal, Logo, And Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

8. Paragraph 37 is added to the Contract as follows:

"Compliance with Federal Law, Regulations, And Executive Orders:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

9. Paragraph 38 is added to the Contract as follows:

"No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

10. Paragraph 39 is added to the Contract as follows:

“Program Fraud and False Or Fraudulent Statements Or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

11. Paragraph DD is added to the Contract as follows:

“Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.”

12. Paragraph EE is added to the Contract as follows:

“Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of

1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.”

This Amendment No. 3 modifies the Contract and Amendment No. 1 and No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 2 and Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 2 and Amendment No. 1, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI

veerpal Brar	VP of operations
_____ Print Name	_____ Title
<small>DocuSigned by:</small> Veerpal Brar	4/28/2020
_____ Signature	_____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Lyle Rossow	Deputy Purchasing Agent
_____ Print Name	_____ Title
<small>DocuSigned by:</small> Lyle Rossow	4/28/2020
_____ Signature	_____ Date

ATTACHMENT C

CERTIFICATION REGARDING ANTI-LOBBYING

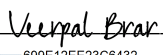
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:


 Signature of Contractor's Authorized Official
 Veerpal Brar vp of operations

Name and Title of Contractor's Authorized Official
4/28/2020

Date



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-17011041
FOR
SURGE SERVICES**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-17011041 for Surge Services is made and entered into on July 1, 2020 (“Effective Date”) between United Nursing International (UNI) Health Care Recruiters (“Contractor”), with a place of business at 600 B Street, Suite 1570, San Diego, CA 92101, 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”.

RECITALS

WHEREAS, the Parties executed Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2016 through June 30, 2019, in an amount not to exceed \$300,000 (“Contract”); and

WHEREAS, the Parties executed renewal of the Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend MA-042-17011041 for Surge Nursing Services, effective March 19, 2020 through June 30, 2021, with a new not to exceed amount of \$200,000 and additional staffing classifications included; and

WHEREAS the Parties executed Amendment No. 2 to amend MA-042-17011041 for Surge Nursing Services to add provisions to the contract related to an emergency COVID-19 requirement for use of services and additional classifications: and

WHEREAS THE Parties executed Amendment No. 3 to amend MA-042-17011041 to include Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to renew the Contract for one (1) year, in an amount not to exceed \$200,000 for the renewal period, County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific items and conditions in the Contract, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one (1) year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed \$200,000, for this renewal period, for a new total maximum obligation of \$700,000.
2. The Contract name is revised to Surge Services.

3. Paragraph II. ALTERATION OF TERMS, Sub-Paragraph B, is deleted in its entirety and replaced with the following:

“B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both Parties.”

4. Paragraph IV. COMPLIANCE, Sub-Paragraph A, Section 3 is deleted in its entirety and replaced with the following:

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

5. Paragraph IV. COMPLIANCE, Sub-Paragraph B, opening paragraph is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.”

6. Paragraph IV. COMPLIANCE, Sub-Paragraph B, Section 1 deleted in its entirety and replaced with the following:

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

7. Paragraph IV. COMPLIANCE, Sub-Paragraph D, Section 1 is deleted in its entirety and replaced with the following:

“1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by

regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.”

8. Paragraph IV. COMPLIANCE, Sub-Paragraph E, Sections 6 and 7 are added to the Contract as follows:

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

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

9. Paragraph V. CONFIDENTIALITY is deleted in its entirety and replaced with the following:

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

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

10. Paragraph XXX. CONFLICT OF INTEREST is added to the contract as follows:

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

11. Paragraph VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS, Sub-Paragraph A is deleted in its entirety and replaced with the following:

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

12. Paragraph VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS, Sub-Paragraph B, opening paragraph is deleted in its entirety and replaced with the following:

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

13. Paragraph VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS, Sub-Paragraph B, Section 6 is added to the Contract as follows:

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

14. Paragraph VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS, Sub-Paragraph C, Section 5 is deleted in its entirety.

15. Paragraph VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS, Sub-Paragraph D is added to the Contract as follows:

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

Paragraph IX. EXPENDITURE AND REVENUE REPORT is deleted in its entirety and replaced with the following:

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

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

16. Paragraph X. FACILITIES, PAYMENTS, AND SERVICES, Sub-Paragraph B is deleted in its entirety.

17. Paragraph XI. INDEMNIFICATION AND INSURANCE is deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

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

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

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

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

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

F. QUALIFIED INSURER

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

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

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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
Technology Errors & Omissions	\$1,000,000 per claims -made \$1,000,000 aggregate
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate

Sexual Misconduct Liability \$1,000,000 per occurrence

Employee Dishonesty \$1,000,000 per occurrence
(Client Coverage) (Limit commensurate with
exposure)]

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.

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

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

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

L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. ***This is primarily used if an "advance" payment is given to the provider. This does not apply to provisional payments which are then reconciled to actual costs in the following month]***

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

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

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

Q. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

V. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

18. Paragraph XIII. LICENSES AND LAWS is deleted in its entirety and replaced with the following:

"A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR certifies it is in full compliance with all applicable federal

and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;

b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. CFR, Title 42, Public Health."

19. Paragraph XV. MAXIMUM OBLIGATION is deleted in its entirety and replaced with the following:

"A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Surge Nursing Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation."

20. Paragraph XIX. NOTIFICATION OF DEATH is deleted in its entirety and replaced with the following:

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

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

incident.

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

2. WRITTEN NOTIFICATION

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

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

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

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

21. Paragraph XXI. RECORDS MANAGEMENT AND MAINTENANCE is deleted in its entirety and replaced with the following:

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records

required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

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

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

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

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

22. Paragraph XXVI. TERM is deleted in its entirety and replaced with the following:

“A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific 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.”

23. Paragraph XXVII. TERMINATION is deleted in its entirety and replaced with the following:

“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.

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

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

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

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

C. CONTINGENT FUNDING

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

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

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

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

D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its

sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

24. Exhibit A is deleted in its entirety and is replaced with Exhibit A-1, which is incorporated by this reference:



“EXHIBIT A-1

**TO CONTRACT FOR PROVISION OF
SURGE SERVICES BETWEEN COUNTY OF ORANGE
AND UNITED NURSING INTERNATIONAL (UNI) HEALTH CARE RECRUITERS
JULY 1, 2020 THROUGH JUNE 30, 2021**

I. PAYMENTS

County shall pay CONTRACTOR at the agreed upon rates for Surge Services:

Surge Nursing Services	Hourly Rates
Bachelor of Science in Nursing (BSN)	\$70.00
Registered Nurse (RN)	\$65.00
Licensed Vocational Nurse (LVN)	\$42.00
Medical Assistant (MA) X-Ray Tech (Limited Permit to include Digital Radiography)	\$38.00
Radiologic Technologist (CRT) ARRT)	\$55.00
Dental Assistant	\$35.00
Clinical Lab Scientist	\$90.00
Medical Technologist	\$70.00
Laboratory Assistant	\$35.00

A. CONTRACTOR and ADMINSTRATOR agree that additional Surge Services may be needed throughout the term of the agreement. Should additional Surge Services be needed, than those services listed, ADMINISTRATOR will approve the Surge Service on a case-by-case basis and determine an appropriate hourly rate.

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

C. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source documentation including, but are not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, Client data cards, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services

provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the weekly billing.

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

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

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

II. REPORTS

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

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

C. CONTRACTOR shall electronically submit a weekly expenditure report to ADMINISTRATOR and designated COUNTY staff, in support of the weekly invoice. These reports shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service provided and actual costs for each of CONTRACTOR's program(s) or cost center(s) described in the Service paragraph of this Exhibit A-1 to the Agreement. Reports are due to ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the month in which services were performed under the Agreement, unless otherwise agreed to in writing by ADMINISTRATOR.

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

E. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the

services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

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

III. SERVICES

A. TARGET POPULATION

Surge Services shall be provided to all exposed or susceptible residents or visitors in Orange County as directed by HCA.

B. SERVICES TO BE PROVIDED

CONTRACTOR shall provide services that include the following:

1. CONTRACTOR shall participate in communicable disease investigation activities and other clinical duties including but not limited to: conducting case and contact interviews, following up with health care providers or other facilities, ordering and tracking laboratory specimens, completing case investigation forms, entering information in web-based systems and/or databases, and providing information in oral or written format to the Medical Director and other program staff.

2. CONTRACTOR shall participate in Public Health clinical services including specimen collection, assisting with dental procedures, vaccinations, blood draws, and/or administration of immune globulin to exposed persons of all ages, including infants.

3. CONTRACTOR shall participate in Radiology Technician Services including performing radiographic procedures at a skilled level for the purpose of obtaining prescribed diagnostic radiographic images, processing work in an electronic health record, and effectively coordinating radiology services with other clinic staff.

4. CONTRACTOR shall participate in Public Health Laboratory Services including paraprofessional laboratory assistant duties such as specimen log in and processing, data entry into laboratory information system, and communication with clients, and clinicians; and professional laboratory duties such as microbiological and molecular testing, data analysis and interpretation, and accurately reporting, resulting and communicating test results.

C. PERFORMANCE OBJECTIVES

CONTRACTOR shall ensure that the following performance objectives are met:

1. CONTRACTOR shall provide appropriately licensed and experienced temporary registry staff on an ongoing basis within 48 hours of notice.

2. CONTRACTOR shall have the capacity to provide consistent full-time staff which includes licensed nurses with a Bachelor of Science in Nursing, licensed Registered Nurses, Licensed Vocational Nurses, Medical Assistants, Dental Assistants and Radiologic Technologists on an ongoing basis for up to three (3) months as needed for core Public Health services.

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

D. STAFFING REQUIREMENTS

CONTRACTOR shall ensure that the projects staffing includes the following:

1. Licensed RN with a BSN; Public Health Nurse certificate and/or prior Public Health experience in communicable disease response preferred.

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

3. Medical Assistant and/or Medical Assistant X-Ray Technologist.

4. Radiology Technician with certificate and/or prior Public Health experience in communicable disease response preferred.

5. Lab Surge Staffing: minimum requirement of Bachelor's degree in Biology, Microbiology or related science with laboratory associated coursework.

6 Registered Dental Assistant.

7. Applicant must be willing to screen and pass all potential candidates before placing under the registry for this contract for the following:

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

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

c) Department of Justice (DOJ) LiveScan – Candidates must undergo and pass the DOJ Live Scan fingerprinting. A large list of companies and organizations that provide LiveScan in Orange County is available at the State of California Department of Justice website. The link is <http://ag.ca.gov/fingerprints/publications/contact.php>.

E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds

provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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

G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Agreement.”

This Amendment No. 4 modifies the Contract, Amendment No. 1, Amendment No. 2, and Amendment No.3 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4, Amendment No. 1, Amendment No. 2, Amendment No. 3 and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, Amendment No. 2, and Amendment No. 3, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: United Nursing International (UNI) Health Care Recruiters

Veerpal Brar	VP of operations
_____ Print Name	_____ Title
DocuSigned by: Veerpal Brar	5/8/2020
_____ Signature	_____ Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Lynn Miles	DPA / Contract Administrator
_____ Print Name	_____ Title
DocuSigned by: Lynn Miles	5/8/2020
_____ Signature	_____ Date



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-17011041
FOR
SURGE SERVICES**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-17011041 for Surge Services is made and entered into on July 1, 2020 (“Effective Date”) between United Nursing International (UNI) Health Care Recruiters (“Contractor”), with a place of business at 600 B Street, Suite 1570, San Diego, CA 92101, 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”.

RECITALS

WHEREAS, the Parties executed Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2016 through June 30, 2019, in an amount not to exceed \$300,000 (“Contract”); and

WHEREAS, the Parties executed renewal of the Master Agreement Contract No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend MA-042-17011041 for Surge Nursing Services, effective March 19, 2020 through June 30, 2021, with a new not to exceed amount of \$200,000 and additional staffing classifications included; and

WHEREAS the Parties executed Amendment No. 2 to amend MA-042-17011041 for Surge Nursing Services to add provisions to the contract related to an emergency COVID-19 requirement for use of services and additional classifications: and

WHEREAS THE Parties executed Amendment No. 3 to amend MA-042-17011041 to include Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties executed Amendment No. 4 to renew the Contract for one (1) year, in an amount not to exceed \$200,000 for the renewal period, County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific items and conditions in the Contract, and to amend Exhibit A of the Contract.

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to modify provisions within Paragraph XI. INDEMNIFICATION AND INSURANCE;

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Paragraph XI. INDEMNIFICATION AND INSURANCE is deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

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

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

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

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

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

F. QUALIFIED INSURER

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

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

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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
Technology Errors & Omissions	\$1,000,000 per claims -made \$1,000,000 aggregate
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

Employee Dishonesty
(Client Coverage)

\$1,000,000 per occurrence
(Limit commensurate with
exposure)]

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. **This is primarily used if an "advance" payment is given to the provider. This does not apply to provisional payments which are then reconciled to actual costs in the following month]**

N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any

policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

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

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

Q. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

V. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

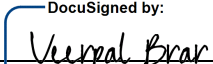
This Amendment No. 5 modifies the Contract, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No.4 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 5, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and the Contract, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, not specifically changed by this Amendment No. 5 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

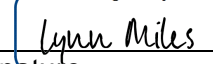
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: United Nursing International (UNI) Health Care Recruiters

veerpal Brar	VP of operations
Print Name	Title
<small>DocuSigned by:</small>  Signature	5/13/2020
<small>12EE23C6432...</small>	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Lynn Miles	DPA / Contract Administrator
Print Name	Title
<small>DocuSigned by:</small>  Signature	5/13/2020
<small>AB7429E6524E9...</small>	Date



**AMENDMENT NO. 6
TO
CONTRACT NO. MA-042-17011041
FOR
SURGE NURSING SERVICES**

This Amendment (“Amendment No. 6”) to Contract No. MA-042-17011041 for Surge Nursing Services is made and entered into on May 12, 2020 (“Effective Date”) between Professional Resource Enterprises, Inc. DBA UNI (“Contractor”), with a place of business at 600 B St., Suite 1570. San Diego, CA 92101, 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 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the County executed Master Agreement No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020 in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, the Parties executed renewal of the Master Agreement No. MA-042-17011041 for Surge Nursing Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$100,000 (“Contract”); and

WHEREAS, The County executed Amendment No. 1 to amend the Contract, effective March 19, 2020 through June 30, 2020, to increase the Contract to \$200,000 and expand Surge Nursing Services to include additional staffing classifications; and

WHEREAS, The Parties executed Amendment No. 2 to amend the Contract, effective April 23, 2020 through June 30, 2020, to add provisions to the contract related to an emergency COVID-19 requirement for use of services and additional classifications; and

WHEREAS the Parties executed Amendment No. 3 to amend the Contract, effective April 30, 2020 Through June 30, 2020, to include Federal Emergency Management Agency (FEMA) provisions; and

WHEREAS, the Parties executed Amendment No. 4 to renew the Contract for one (1) year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed \$200,000

WHEREAS, the Parties executed Amendment No. 5 to modify provisions within Paragraph XI. INDEMNIFICATION AND INSURANCE;

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to add provisions to the Contract related to an emergency COVID-19 requirement for use of services and additional classifications; and

NOW THEREFORE, County amends the Contract as follows:

1. The Contract is amended to add Exhibit B – Emergency COVID- 19 Provisions


This Amendment No. 6 modifies the Contract, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No.4, and Amendment No. 5 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 6, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and the Contract, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, Amendment No. 5, not specifically changed by this Amendment No. 6 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

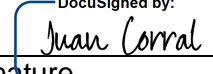
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI

Veerpal Brar	VP of Operations
Print Name	Title
<small>DocuSigned by:</small>  <small>909E12EE23C6432...</small>	5/19/2020
Signature	Date
Print Name	Title
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Juan Corral	Deputy Purchasing Agent
Print Name	Title
<small>DocuSigned by:</small>  <small>9C5C61C98644C7...</small>	5/19/2020
Signature	Date

**EXHIBIT B
TO CONTRACT FOR THE PROVISION OF SURGE NURSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PROFESSIONAL RESOURCE ENTERPRISES, INC. DBA UNI
APRIL 17, 2020 THROUGH DECEMBER 31, 2020**

- I. This Exhibit will be adding Emergency COVID-19 Support Personnel for County.

This Exhibit will remain in effect for the duration of the COVID-19 outbreak and will follow current Center for Disease Control (CDC) guidelines.

Whenever the terms and conditions of the Agreement and this Exhibit conflict, the terms and conditions of this Exhibit control. Except as specifically modified by the terms and conditions of this Exhibit, all of the Contract remains in full force and effect.

- II. The following rates shall apply: Services Rates (per hour)

Registered Nurse: \$90

Licensed Vocational Nurse: \$63

Certified Nursing Assistant: \$45

- III. Overtime rates are charged for all hours worked in excess of forty (40) hours per week of according to applicable state law. The overtime rate is one and one-half (1.5) times this Exhibit rate.
- IV. All Personnel required for COVID-19 labor support must meet the following qualifications: a. 1-step TB Test b. Background Checks c. License Verification, if applicable (Pending license is acceptable) d. For all additional requested credentialing items by County, Personnel may present to County by end of assignment
- V. County agrees Personnel may begin first shift the day after credentialing is complete and Count will provide Orientation on as-needed basis.
- VI. County agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine, as directed by County and upon immediate written notification from County to Contractor, while on assignment at County facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to County.