



CONTRACT NO. MA-042-20011784

FOR

COVID-19 MEDICAL STAFFING SERVICES

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

AMN HEALTHCARE, INC.

Contract No. MA-042-20011784
FOR
COVID-19 Medical Staffing Services
WITH
AMN HEALTHCARE, INC.

This Contract Number MA-042-20011784 ("Contract"), is made and entered into this 8th day of May, 2020 "Effective Date") between AMN Healthcare, Inc. (and its wholly owned subsidiaries including Nursefinders, LLC) ("Contractor"), with a place of business at 12400 High Bluff Drive, San Diego, CA 92130 and 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., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing
Attachment C – Certification Regarding Anti-Lobbying

RECITALS

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, Contractor and County are entering into this Contract for COVID-19 Medical Staffing Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for COVID-19 Medical Staffing Services as set forth herein, and Contractor represented that it is qualified to provide COVID-19 Medical Staffing Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide COVID-19 Medical Staffing Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or

federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- L. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- M. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the

Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

N. Insurance Requirements:

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor is self-insured, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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. Contractor's duty to defend claims made against the County shall be in accordance with the indemnity provision section Y.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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).

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.

The policy or policies of insurance maintained by the 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	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) 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 CONTRACT..***
- 2) 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.

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 CONTRACT**.

All insurance policies required by this Contract 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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and 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 may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability is "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract

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). Such severability of interests clause shall be subject to industry standard insured v. insured exclusions.

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

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.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- O. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

P. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, 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 Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the 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 Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The 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.

Q. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

R. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- S. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- T. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- U. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- V. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- X. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed

against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Y. **Indemnification:** 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 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 Contract. 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.
- Z. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- AA. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- BB. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure COVID-19 Medical Staffing Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on May 8, 2020 through and including May 7, 2021. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **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
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.(Note: this provision is optional for commodities and applicable for services)

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of ten (10) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official

indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to

submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. **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.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation

during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: AMN Healthcare, Inc.
 Attention: Division President
 Address: 12400 High Bluff Drive
 San Diego, CA 92130
 Telephone: 800.282.0300
 E-mail: christin.stanford@amnhealthcare.com

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 200 W. Santa Ana Blvd Suite 650
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Joshua Jacobs
 Telephone: (714) 834-8319
 E-mail: JJacobs@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
22. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more

extensions in writing are granted by the County upon written request of the Contractor. Upon termination and submission of a termination claim, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract and subject to Article 3 and 12, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

23. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
24. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
25. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
 - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
26. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

27. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
28. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
31. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance of this Contract shall be invalid and shall constitute a breach of this Contract.
32. **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.

33. **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.
2. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. **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.

41. **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.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-20011784 the date set forth opposite their signatures. 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: AMN Healthcare, Inc.

Susan Salka, President, CEO, AMN Healthcare, Inc. CEO & President

Print Name

Title

DocuSigned by:

Susan Salka, President, CEO, AMN Healthcare, Inc. 5/13/2020

Signature

Date

Brian Scott, CFO

CFO

Print Name

Title

DocuSigned by:

Brian Scott, CFO

5/13/2020

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

William C Norsetter

Deputy Purchasing Agent

Print Name

Title

DocuSigned by:

William C Norsetter

5/13/2020

Signature

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

DESCRIPTION OF SERVICES:

Contractor shall recruit qualified Healthcare Professionals to staff the County's facility(ies) from Contractor and/or Contractor's direct and indirect subsidiaries in accordance with the County's assignment and professional specifications. It is Contractor's policy not to use subcontractors. Services include the management of staffing service orders for clinical nursing and allied crisis response providers ("Healthcare Professionals"), for Per Diem and Long Term (Travel) assignments.

Scope of Work includes County of Orange approved Job Descriptions for Registered Nurses, Licensed Vocational Nurses, Contact Tracers and any other Healthcare Professionals to be placed on assignment.

COUNTY RESPONSIBILITIES:

The County agrees to use appropriate security measures to protect Contractor and its subsidiaries' Healthcare Professional's personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

The County represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize Healthcare Professionals in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all clinical oversight of Healthcare Professionals in connection with the temporary healthcare staffing services provided by Healthcare Professionals for the County. County will maintain full compliance with the laws of the State of California: Title 22 of the California Code of Regulations, section 70713. Accordingly, the County or its Healthcare Facilities shall retain ultimate responsibility for managing daily operations of the Healthcare Professionals.

As Contractor will not be on site to supervise or direct the work provided by Healthcare Professionals, the County shall provide and be responsible for all clinical oversight of Healthcare Professionals in connection with their duties in caring for patients. This is in compliance with the laws of the State of California: Title 22 of the California Code of Regulations, section 70713. Accordingly, the County of Orange or its Healthcare Facilities shall retain ultimate responsibility for managing daily operations of Healthcare Professionals. These operations, and any related policies and procedures shall be consistent with applicable California, federal and local laws and licensing regulations, and shall promote high quality patient care.

The County accepts responsibility for compliance with all relevant safety and health laws and the County's supervision, including but not limited to Joint Commission regulations relating to orientation, and evaluation and HIPAA regulations. While Contractor will give each Healthcare

Professional a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, the County will also provide each Healthcare Professional with all necessary site-specific training, orientation, equipment, Personal Protective Equipment, and evaluations required by federal, state or local occupational safety laws or rules, including The Joint Commission, The CDC, OSHA, Cal-OSHA, and HIPAA.

Per Diem Assignments range from a minimum of four hours to multiple shifts:

- A. **SCOPE OF SERVICES.** Services include the management of staffing service orders for clinical nursing per diem crisis response providers ("Healthcare Professionals"). For purposes of per diem assignments, Healthcare Professionals will be provided through Contractor's Affiliated Company Nursefinders, LLC.
- B. **INTERVIEWS.** Contractor Clinical Director will interview/screen and auto-offer qualified Healthcare Professionals
- C. **SCHEDULE OF RATES.** The following Schedule of Rates is for Per Diem assignments for the positions listed below. These rates will go into effect for anyone beginning such an assignment or extension on or after the Effective Date. The rates include recruitment, screening and credentialing and compensation for each Healthcare Professional placed with County. The County agrees to pay Contractor for all hours worked by Healthcare Professionals, including any hours spent in orientation. The parties agree that the rates set forth below are intended solely for this Agreement.

SCHEDULE OF RATES	
STAFF POSITION	COMPENSATION FEE
NURSING	HOURLY RATE
Registered Nurse	\$120.00
Licensed Practical/Vocational Nurse	\$90.00
Certified Nursing Assistant	\$55.00
ALLIED HEALTH HEALTHCARE PROFESSIONALS	HOURLY RATE
Cardiac Cath Lab Technologist	\$170.00
Clinical Lab Scientist	\$180.00
Clinical Dietician	\$144.00

CT (Computed Tomography)	\$164.00
Cytotechnologist	\$156.00
Dialysis Tech - Certified	\$126.00
Dosimetrist	\$260.00
Echo Cardiographer	\$170.00
Echo Cardiographer – Pediatric Specialty	\$180.00
EEG Tech	\$140.00
Electrophysiology Tech	\$200.00
Endoscopy Technician	\$116.00
General Radiology Technologist	\$144.00
Histotechnician/Histotechnologist	\$148.00
Mammography Technologist	\$164.00
Medical Lab Assistant/Specimen Collector	\$100.00
Medical Lab Technician	\$144.00
Medical Physicist	\$470.00
Medical Technologist	\$148.00
Medical Technologist - Specialty	\$152.00
Monitor Technician	\$136.00
MRI (Magnetic Resonance Imaging)	\$170.00
Nuclear Medicine Technologist	\$170.00
Occupational Therapist	\$148.00
Occupational Therapy Assistant - Certified	\$118.00
Pharmacist	\$220.00
Pharmacy Technician	\$110.00
Phlebotomist	\$100.00
Physical Therapist	\$148.00
Physical Therapy Assistant	\$118.00
Polysomnographer- Registered	\$144.00
Radiation Therapist	\$176.00
Respiratory Therapist - Certified	\$130.00
Respiratory Therapist - Registered	\$136.00

Respiratory Therapist – Pediatric CRT/RRT	\$144.00
Social Worker	\$144.00
Sonographer – General (OB, AB, BR, Small Par	\$170.00
Sonographer - High Risk OB	\$180.00
Sonographer - Multi-Modality/Vascular	\$170.00
Speech Language Pathologist	\$152.00
Vascular Interventional Technologist	\$170.00

- D. **HEALTHCARE PROFESSIONALS IN CHARGE OF UNITS.** Hours for Healthcare Professionals who are put in charge of their units while working will be invoiced to the County at an additional per hour charge as specified in the Schedule of Rates set forth above. The County agrees that it will not request, require or permit Healthcare Professionals to act as preceptors.
- E. **ON CALL.** Hours for Healthcare Professionals that are placed on call will be invoiced to the County at the “On-Call Hourly Rate” of \$9.00 per hour.
- F. **OVERTIME.** The County agrees to pay one and one-half times (1.5x) the applicable rate for all hours worked more than 40 hours in one work week or after eight (8) hours in one work day and double-time (2x) for any hours worked over 12 in one work day. If any applicable law requires Contractor to pay Healthcare Professionals daily overtime (an overtime multiple such as one and one-half times or two times the Healthcare Professionals’ hourly wage), The County shall pay Contractor the same multiple on the applicable rate for such hours. Contractor may comply with The County’s policies regarding overtime when such compliance accords with Contractor’s obligations under state and federal law, and are communicated to Contractor concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
- G. **HOLIDAY RATE.** For purposes of the Agreement, “Holidays” are: New Year’s Eve Day, New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday. The County will pay one and a half times (1.5x) the regular rate for all time worked by Healthcare Professionals on a Holiday. If Healthcare Professionals is required to be on call on a Holiday, The County will be charged one and half times the on-call rate.
- H. **FLOATING.** The County agrees to float a Healthcare Professional only in accordance with the County’s facility’s floating policies for all staff, and the clinical experience of the Healthcare Professional. The County confirms that the facility’s policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

- I. **FLOATING MILEAGE.** If the County requires Healthcare Professionals to float between facilities, the County will pay Contractor for all Healthcare Professional's local mileage to and from the other facilities in accordance with the current IRS guidelines.
- J. **ORIENTATION.** Time spent in orientation shall be counted as hours worked and billed at the applicable hourly rate set forth above.
- K. **REQUESTS FOR SERVICES.** The County shall give Contractor a minimum of two hours' notice prior to reporting time to request assignment of a Healthcare Professionals. A shorter notice period may be provided by mutual agreement of the parties. The County shall pay Contractor for the number of hours actually worked by Healthcare Professionals.
- L. **CALL-OFFS.**
 - a. **The County Call-Off.** The County may change or cancel any request for Healthcare Professionals any time up to four hours prior to reporting time without penalty. Contractor shall inform the Healthcare Professionals of such change or cancellation prior to reporting time. If The County changes or cancels an order less than four hours before reporting time and the affected Healthcare Professionals cannot be contacted prior to reporting to The County for work, The County shall be liable for four hours at the regular rate for Healthcare Professionals involved. The County may then use the services of such Healthcare Professionals for four hours. Cancellation of a Healthcare Professionals mid-shift may occur at the County's discretion due to changes in patient needs, in which case The County shall pay Contractor a minimum of four hours or the total hours worked by Healthcare Professionals, whichever is more.
 - b. **Call-Off by Contractor.** If Contractor cancels a scheduled shift less than four hours prior to reporting time or Healthcare Professionals is a "no-show" (fails to report for work at specified time), Contractor shall use commercially reasonable efforts to provide to The County a replacement possessing equal or higher skill level prior to the reporting time. If Contractor sends an appropriate replacement, the County will pay for actual hours worked by the replacement.
- M. **PER DIEM HEALTHCARE PROFESSIONALS' CREDENTIALING REQUIREMENTS.** Contractor shall follow the certification and credential requirements listed below. Upon Healthcare Professional's arrival at the County facilities, the County's designee(s) will verify the identity and credentials of each Healthcare Professional by a visual check of the Healthcare Professional's photo identification and professional license or certification.

*****Healthcare Professionals may start with results pending*****

Healthcare Professionals Credentialing Requirements		
Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents and E-Verify completed in compliance with federal regulation. <i>Documentation to be retained by staffing Contractor.</i>
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. <i>Documentation to be retained by staffing Contractor.</i>
State	Licensed Providers	Primary source verification of current license prior to start of assignment <i>* Contractor will follow State and/or National Emergency Declarations that may allow waivers to include out of state licensure, compact licensure and/ or exceptions to start pending active licensure within jurisdiction</i>
State	Non-Licensed Providers	Primary source verification of national certification as applicable for the discipline and specialty prior to start of assignment. <i>* Contractor will follow State and/or National Emergency Declarations that may allow waivers or exceptions to start pending validation of current certification</i>
Human Resources	Background Check	Attestation for completion of seven year background search to include the following: SSN Trace, National Criminal Check, OFAC and VSOP. Healthcare professional may begin assignment pending completion of State and County searches prior to first assignment with Contractor and updated every 3 years thereafter.
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business critical facility documents include the following: facility confidentially agreement, IT security facility access, and crisis related policies and procedures
Human Resources	Drug Screening	Attestation for completion of a standard 10-panel drug screen completed within one year of assignment. Healthcare professional may begin orientation pending results.
Employee Health	Hepatitis B	Declination , or three vaccine series, or positive antibody titer. If negative titer, booster or declination after titer. <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>
Employee Health	Measles Mumps Rubella Varicella	Declination , or one vaccine or positive IGG titer <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>

Employee Health	Tuberculosis Screening	TB questionnaire is required within one year of start of assignment <i>Attestation of completion for initial TB test is acceptable if unable to obtain documentation from previous employer, provider or laboratory.</i>
Employee Health	Influenza	Declination , Seasonal vaccine, updated annually. <i>Attestation of completion if unable to obtain documentation of vaccine from previous employer, primary care provider or laboratory services.</i>
Education	Life Saving Certificates BLS, ACLS, PALS, NRP	Current card from acceptable Contractor (AHA, Military, American Red Cross, AAP) <i>* Contractor will follow State and/or National Emergency Declarations and/or Professional Organization extensions such as AHA that permits an extension of 120 days from due date</i>

Long Term (Travel) Assignments range from a minimum of four (4) weeks and up to 52 weeks with minimum of 48 hours per week:

- A. **SCOPE OF SERVICES.** Services include the management of staffing service orders for clinical nursing and allied crisis response providers (“Healthcare Professionals”) on Long Term Assignments.
- B. **INTERVIEWS.** Contractor Clinical Director will interview/screen and auto-offer qualified Healthcare Professionals.
- C. **SCHEDULE OF RATES.** The following Schedule of Rates is based on assignments of at least four (4) weeks in length with a 48 hour work week. The hourly rates set forth below include recruitment, processing, screening costs, housing and Healthcare Professionals compensation, unless otherwise noted in an order confirmation. Client agrees to pay Contractor for all hours worked by Healthcare Professionals, including any hours spent in orientation. The parties agree that the rates set forth below are intended solely for Crisis Response Staffing.

SCHEDULE OF RATES	
STAFF POSITION	COMPENSATION FEE
NURSING HEALTHCARE PROFESSIONALS	HOURLY RATE
Registered Nurse	\$120.00
Licensed Practical/Vocational Nurse	\$90.00
Certified Nursing Assistant	\$55.00
Sitters	\$50.00

Medical Assistant	\$80.00
Contact Tracers	\$55.00
Staff in Charge of Unit	Additional \$10.00

ALLIED HEALTH HEALTHCARE PROFESSIONALS	HOURLY RATE
Cardiac Cath Lab Technologist	\$170.00
Clinical Lab Scientist	\$180.00
Clinical Dietician	\$144.00
CT (Computed Tomography)	\$164.00
Cytotechnologist	\$156.00
Dialysis Tech - Certified	\$126.00
Dosimetrist	\$260.00
Echo Cardiographer	\$170.00
Echo Cardiographer – Pediatric Specialty	\$180.00
EEG Tech	\$140.00
Electrophysiology Tech	\$200.00
Endoscopy Technician	\$116.00
General Radiology Technologist	\$144.00
Histotechnician/Histotechnologist	\$148.00
Mammography Technologist	\$164.00
Medical Lab Assistant/Specimen Collector	\$100.00
Medical Lab Technician	\$144.00
Medical Physicist	\$470.00
Medical Technologist	\$148.00
Medical Technologist - Specialty	\$152.00
Monitor Technician	\$136.00
MRI (Magnetic Resonance Imaging)	\$170.00
Nuclear Medicine Technologist	\$170.00
Occupational Therapist	\$148.00

Occupational Therapy Assistant - Certified	\$118.00
Pharmacist	\$220.00
Pharmacy Technician	\$110.00
Phlebotomist	\$100.00
Physical Therapist	\$148.00
Physical Therapy Assistant	\$118.00
Polysomnographer- Registered	\$144.00
Radiation Therapist	\$176.00
Respiratory Therapist - Certified	\$130.00
Respiratory Therapist - Registered	\$136.00
Respiratory Therapist – Pediatric CRT/RRT	\$144.00
Social Worker	\$144.00
Sonographer – General (OB, AB, BR, Small Par	\$170.00
Sonographer - High Risk OB	\$180.00
Sonographer - Multi-Modality/Vascular	\$170.00
Speech Language Pathologist	\$152.00
Vascular Interventional Technologist	\$170.00

- D. **HEALTHCARE PROFESSIONALS IN CHARGE OF UNITS.** Hours for Healthcare Professional who are put in charge of their units while working will be invoiced to the County at an additional per hour charge as specified in the Schedule of Rates set forth above. The County agrees that it will not request, require or permit Healthcare Professionals to act as preceptors.
- E. **FLOATING.** The County agrees to float a Healthcare Professional only in accordance with the County's facility's floating policies for all staff, and the clinical experience of the Healthcare Professional. The County confirms that the facility's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- F. **FLOATING MILEAGE.** If the County requires Healthcare Professionals to float between facilities, the County will pay Contractor for all Healthcare Professional's local mileage to and from the other facilities in accordance with the current IRS guidelines.
- G. **ON CALL.** Hours for Healthcare Professionals that are placed on call will be invoiced to the County at the "On-Call Hourly Rate" of \$9.00 per hour.
- E. **OVERTIME/HOLIDAYS/CALL-BACK.** The County will pay one and one-half times (1.5x) the hourly rate for all hours worked more than **forty-eight (48) hours in one work week.** The

County shall pay Contractor double-time (2x) for any time worked more than 12 hours in one work day. Additionally, Hourly Rates for hours worked on holidays and call-back time will be invoiced at 1.5 times (1.5x) the rates identified in the Schedule of Rates unless a greater rate, such as double time (2x), must be used under federal and/or state law. Holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. The County shall pay for all hours worked.

- F. **ORIENTATION.** Time spent in orientation shall be counted as hours worked and billed at the applicable hourly rate set forth above.
- G. **GUARANTEED HOURS.** The County will pay Contractor a guaranteed minimum of four (4) twelve-hour shifts (48 total hours) for each Healthcare Professionals that commences travel to the destination city and for each subsequent workweek. The County shall pay the applicable hourly rate for this minimum guaranteed number of billable hours regardless of whether Healthcare Professionals is assigned to work the complete number of hours. The calculation of the Guaranteed Hours includes regular and overtime hours but does not include any "on-call" time. Orientation provided to the Healthcare Professionals will be billed at applicable Compensation Fee rates and will count toward this minimum number of guaranteed billable hours.
- H. **GUARANTEE.** The County will be billed two (2) weeks (48 hours each week) at the Compensation Fee once Healthcare Professionals commences travel.
- I. **TERMINATION OF ASSIGNMENT.** Contractor will terminate a Healthcare Professional's assignment if the County provides in writing that the Healthcare Professionals is rendered permanently incapable of performing the duties of the position, commits acts of Healthcare Professionals negligence, is absent from the position without the County's permission during scheduled times, is insubordinate, engages in substance abuse, violates the County's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, the County agrees to give Contractor fourteen (14) days written notice of cancellation of a Healthcare Professionals once Contractor has confirmed the placement. If the County fails to provide such fourteen (14) days cancellation notice, the County is responsible for payment of an amount equal to two (2) weeks of Guaranteed Hours (96 hours) at the regular rate.
- J. **LONG TERM ASSIGNMENT HEALTHCARE PROFESSIONALS QUALIFICATIONS.** Contractor shall follow the certification and credential requirements listed below. Upon Healthcare Professional's arrival at the County facilities, the County's designee(s) will verify the identity and credentials of each Healthcare Professional by a visual check of the Healthcare Professional's photo identification and professional license or certification.

*****Healthcare Professionals may start with results pending*****

Healthcare Professionals Credentialing Requirements		
Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents and E-Verify completed in compliance with federal regulation. <i>Documentation to be retained by staffing agency.</i>
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. <i>Documentation to be retained by staffing agency.</i>
State	Licensed Providers	Primary source verification of current license prior to start of assignment <i>* Contractor will follow State and/or National Emergency Declarations that may allow waivers to include out of state licensure, compact licensure and/ or exceptions to start pending active licensure within jurisdiction</i>
State	Non-Licensed Providers	Primary source verification of national certification as applicable for the discipline and specialty prior to start of assignment. <i>* Contractor will follow State and/or National Emergency Declarations that may allow waivers or exceptions to start pending validation of current certification</i>
Human Resources	Background Check	Attestation for completion of seven year background search to include the following: SSN Trace, National Criminal Check, OFAC and VSOP. Healthcare professional may begin assignment pending completion of State and County searches prior to first assignment with Contractor and updated every 3 years thereafter.
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business critical facility documents include the following: facility confidentially agreement, IT security facility access, and crisis related policies and procedures
Human Resources	Drug Screening	Attestation for completion of a standard 10-panel drug screen completed within one year of assignment. Healthcare professional may begin orientation pending results.
Employee Health	Hepatitis B	Declination , or three vaccine series, or positive antibody titer. If negative titer, booster or declination after titer. <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>
Employee Health	Measles Mumps Rubella Varicella	Declination , or one vaccine or positive IGG titer <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>

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Employee Health	Influenza	Declination , Seasonal vaccine, updated annually. <i>Attestation of completion if unable to obtain documentation of vaccine from previous employer, primary care provider or laboratory services.</i>
Education	Life Saving Certificates BLS, ACLS, PALS, NRP	Current card from acceptable Contractor (AHA, Military, American Red Cross, AAP) <i>* Contractor will follow State and/or National Emergency Declarations and/or Professional Organization extensions such as AHA that permits an extension of 120 days from due date</i>

Following pages are Job Specifications

Job Specification for Registered Nurse (RN)

Purpose of the Position:

Responsible for the delivery of direct patient care using the nursing process and as defined by the healthcare facility in their unit specific job description.

Requirements:

- Graduate of an RN program
- Previous work experience as a RN
- Current unrestricted RN license in the state

Workplace conditions:

- Frequent lifting, bending and reaching
- May require lifting of up to 80 pounds (using proper techniques)
- May require standing and walking 2-5 hours at a time
- May have exposure to chemicals, radiation, infectious diseases/waste and/or blood and blood borne pathogens

Competencies	Description
Communication, Confidentiality, Customer Service	Thorough and complete verbal and written communication, including charting and patient record related documentation, maintains patient confidentiality in all cases, shows strong customer service skills, always introducing self to patients prior to performing any procedures or assessments, strong listening skills and conflict resolution abilities.
Adaptability, Flexibility	Shows consistent abilities in flexibility regarding patient assignments, floating, and related staffing issues, is able to adapt quickly and adequately in new situations, learns and adopts facility policy and procedure quickly and easily, displays positive attitude in situations where adaptability and flexibility are necessary and desirable.
Teamwork, Cooperation	Recognizes the benefits of teamwork, assists others when requested or need is identified, is proactive in determining need for teamwork and work re-distribution, uses critical thinking strategies to problem solve in situations in which working with others is imperative.
Reliability, Attendance	Consistently arrives on shift prior to shift begin time ready and able to work, respects facility policy on attendance and follows it appropriately when necessary, shows respect for other staff by consistently working when scheduled.
Initiative, Enthusiasm	Promotes a positive work environment by consistently demonstrating a positive attitude, enthusiastically tackling the patient care assignment, acting as a role model in behavior and enthusiasm for patient care assignments. Shows positive and congenial behaviors towards patients, other staff members, medical staff and family members, contributes to a positive attitude about nursing and patient care in general.
Quality, Quantity, Effort	Carries a full patient load as defined by the facility policy, attends to patient care in accordance with policy consistently and does not provide care out of the scope of practice. Demonstrates clinical competency as it relates to the facility and unit specific competencies. Demonstrates efficiency in assignments so as to produce quality and quantity patient care with the most efficient effort, while not cutting corners. Able to prioritize effectively. When patient care demands are in excess of staff's capabilities – due to skill levels or numbers... requests additional support or staff appropriately in order to continue to provide safe patient care. Takes unit charge (if able) when requested.
Professionalism, Licensure maintenance, Continuing Education	Maintains license or certifications according to state (or certifying body) regulations, seeks out continuing education opportunities, shows professional conduct at all times in behavior and appearance, keeps current all employee health information and annual mandatory training as required by company.

I have reviewed and received a copy of this job specification.

Printed name: _____

Signature: _____

Date signed: _____



Job Specification for Licensed Practical (Vocational) Nurse [LP(V)N]

Purpose of the Position:

Responsible for the delivery of direct patient care under the supervision of a Registered Nurse and according to the nursing and medical plans of care as well as the responsibilities indicated by the healthcare facility in the job description.

Requirements:

- Graduate of an LPN or LVN program
- Previous work experience as a LPN or LVN
- Current unrestricted LPN or LVN license in the state

Workplace conditions:

- Frequent lifting, bending and reaching
- May require lifting of up to 80 pounds (using proper techniques)
- May require standing and walking 2-5 hours at a time
- May have exposure to chemicals, radiation, infectious diseases/waste and/or blood and blood borne pathogens

Competencies	Description
Communication, Confidentiality, Customer Service	Thorough and complete verbal and written communication, including charting and patient record related documentation, maintains patient confidentiality in all cases, shows strong customer service skills, always introducing self to patients prior to performing any procedures or tasks, strong listening skills and conflict resolution abilities.
Adaptability, Flexibility	Shows consistent abilities in flexibility regarding patient assignments, floating, and related staffing issues, is able to adapt quickly and adequately in new situations, learns and adopts facility policy and procedure quickly and easily, displays positive attitude in situations where adaptability and flexibility are necessary and desirable.
Teamwork, Cooperation	Recognizes the benefits of teamwork, assists others when requested or need is identified, is proactive in determining need for teamwork and work re-distribution, problem solves effectively in situations in which working with others is imperative.
Reliability, Attendance	Consistently arrives on shift prior to shift begin time ready and able to work, respects facility policy on attendance and follows it appropriately when necessary, shows respect for other staff on the unit by consistently working when scheduled.
Initiative, Enthusiasm	Promotes a positive work environment by consistently demonstrating a positive attitude, enthusiastically tackling the patient care assignment, acting as a role model in behavior and enthusiasm for patient care assignments. Shows positive and congenial behaviors towards patients, other staff members, medical staff and family members, contributes to a positive attitude about nursing and patient care in general.
Quality, Quantity, Effort	Carries a full patient load as defined by the facility policy, attends to patient care in accordance with policy and does not provide care out of the scope of practice. Demonstrates efficiency in assignments so as to produce quality and quantity patient care with the most efficient effort, while not cutting corners. Able to prioritize effectively. Demonstrates clinical competency as it relates to the facility competencies.
Professionalism, Licensure maintenance, Continuing Education	Maintains license or certifications according to state (or certifying body) regulations, seeks out continuing education opportunities, shows professional conduct at all times in behavior and appearance, keeps current all employee health information and annual mandatory training as required by company.

I have reviewed and received a copy of this job specification.

Printed name: _____

Signature: _____

Date signed: _____



Certified Nursing Assistant / CNA Job Specification

CNAs assist patients with daily activities. The core functions on the job include:

- Bathe and dress patients
- Serve meals and help patients eat
- Take vital signs
- Turn or reposition patients who are bedridden
- Collect information about conditions and treatment plans from caregivers, nurses and doctors
- Provide and empty bedpans
- Lift patients into beds, wheelchairs, exam tables, etc.
- Answer patient calls
- Examine patients for bruises, blood in urine or other injuries/wounds
- Clean and sanitize patient areas
- Change bed sheets and restock rooms with necessary supplies

CNAs also serve as a conduit between patients and nurses and doctors and record and communicate all issues to medical staff.

Depending on where a CNA is assigned, other duties might include transporting patients to operating rooms or treatment units and setting up equipment at a nurse or doctor's request.

Medical Assistant Job Specification

- Helps patients by providing information, services, and assistance.
- Maintains medical supplies inventory and performing preventive maintenance to keep medical equipment operating.
- Verifies patient information by interviewing patient, recording medical history, and confirming purpose of visit.
- Prepares patients for examination by performing preliminary physical tests; taking blood pressure, weight, and temperature; and reporting patient history summary.
- Saves doctors' time by helping with office procedures.
- Secures patient information and maintains patient confidence by completing and safeguarding medical records; completing diagnostic coding and procedure coding; and keeping patient information confidential.
- Counsels patients by transmitting physician's orders and questions
- Schedules surgeries and diagnostic testing by making arrangements with the surgical center, laboratory or diagnostic testing center; verifying times with patients; and preparing charts and pre-admission and consent forms.
- Maintains safe, secure, and healthy work environment by establishing and following standards and procedures and complying with legal regulations.
- Keeps supplies ready by inventorying stock, placing orders, and verifying receipt.
- Keeps equipment operating by following operating instructions, troubleshooting breakdowns, maintaining supplies, performing preventive maintenance, and calling for repairs, as appropriate.
- Updates job knowledge by participating in educational opportunities and reading professional publications.

- Serves and protects the facility by adhering to professional standards; facility policies and procedures; and federal, state, and local requirements.
- Enhances facility reputation by accepting ownership for accomplishing new and different requests, and exploring opportunities to add value to job accomplishments.

Sitter / Hospital Sitter Job Specification:

- Ensuring supervision of patients at all times.
- Assisting patients with basic personal care, and to move or walk around.
- Providing patients with emotional support.
- Monitoring patients' vital signs.
- Refraining from performing additional, unauthorized functions.
- Detecting changes in condition of patients.
- Alerting nursing staff when patients need help.
- Maintaining records of care provided for patients.
- Maintaining confidentiality of patient information.
- Adhering to relevant policies, procedures and standards.

The County agrees to provide Job Description for Contact Tracer. Other applicable Job Descriptions to be provided upon request by either party.

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$250,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment A- Scope of Work

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department

and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be emailed to HCAAccountsPayable@ochca.com or forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via

EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

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, AMN Healthcare, 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:

Susan Salka, President, CEO, AMN Healthcare, Inc.

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Signature of Contractor's Authorized Official

Susan Salka, President, CEO, AMN Healthcare, Inc.

Name and Title of Contractor's Authorized Official

5/13/2020

Date