

CONTINGENCY STAFFING AGREEMENT

between



and



February 21, 2024



Healthcare Staffing Solutions, Inc.
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CONTINGENCY STAFFING AGREEMENT

This **CONTINGENCY STAFFING AGREEMENT** ("**Agreement**") is made effective as of the last signature date below, by and between **Healthcare Staffing Solutions, Inc.** a California corporation hereafter referred as "**HSS**", and **the County Santa Clara dba Santa Clara Valley Healthcare**, hereafter be individually referred to as "**Client**" or collectively as "**Client**" (each a "Party", and together the "Parties").

Recitals:

- A. Client operates the healthcare facilities and from time to time, may require staffing services to replace temporarily certain of its employees in the event of a crisis, including work stoppages or strikes (each, a "**Strike**") by such employees, and in the event of a Strike, the provision of appropriately qualified replacement personnel, in the numbers and at the times required by a Client because of the need for continuous patient care.
- B. HSS is in the business of providing quality temporary replacement staffing who can provide such in the event of Strike or crisis situation by nursing, allied, or other hospital employees.
- C. Client's desire to make contingent arrangements for HSS to provide such quality temporary staffing in the event of Strikes or other crisis event by certain of its employees, on the terms and subject to the conditions set forth in this Agreement, and HSS is willing to provide such temporary replacement staffing on such terms and conditions.

Therefore, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties do hereby agree as follows:

I. HSS OBLIGATIONS

HSS shall:

- A. **Staff.** Upon Client's order (hereinafter "**Order**") for supplemental replacement personnel (hereinafter "**Staff**"), HSS will start to recruit and assign Staff to Client's Order. HSS will begin providing reports on recruiting progress for Clients' Order for Staff on a weekly basis prior to strike notice and on a daily basis once a strike notice has been issued. HSS shall notify the Client in writing if HSS believes, notwithstanding its best efforts, that it cannot meet the Client's Order for Staff and recommendations. If a strike starts at Client's facility or facilities ("**Facility**" or "**Facilities**") and HSS does not completely fill the Client's Order, HSS will owe no schedule fee for any unfilled position at the start of the strike back to the Client. If Client places an order with HSS and HSS does not have the Client's order filled by at least 95% within five days of Client's order, Client can engage other vendors to fill the positions that HSS is short staffed. If Client places an order at the strike notice, HSS can only guarantee our best efforts to fill the order.
- B. **Screening.** Appropriately screen Staff according to the terms of this Agreement and policies and procedures consistent with the current published standards of the Joint Commission on Accreditation of Healthcare Organizations or other relevant accreditation body, and applicable federal, state, and local laws and regulations. All staff, prior to commencing work at any Facility, shall take and pass and satisfy any test or other pre-employment requirements listed in agreed File Requirements.
- C. **Exclusion Screening of Personnel.**
 1. HSS represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "**Contractor**") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. HSS certifies that it has performed an appropriate screening of Service Providers prior to making this certification, that it will screen all new Service Providers, and that it will monitor the status of existing Service



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Providers on a monthly basis. HSS further certifies that all directors, managing employees, and owners of five percent interest, or more, in HSS's business have not been convicted of any health care related offenses nor excluded from Medicare, Medi-Cal, or any other federal or state funded health care program. The Client reserves the right to audit HSS's compliance with the screening requirements in this Section.

2. HSS agrees to notify the Client immediately should Contractor or Service Provider be audited, investigated, administratively or criminally charged, or convicted of a health care related offense, becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. During the pendency of any such proceedings, Contractor, or a Service Provider may, at the request of Client, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the HSS's obligation to keep the Client fully informed about the status of such proceedings and to consult with the Client prior to taking any action which will directly impact the Client. This Agreement may be terminated immediately by Client upon the actual exclusion, debarment, loss of licensure, or conviction of or of a Service Provider of a health care offense.
 3. HSS will indemnify defend, and hold harmless Client for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.
- D. File Documents. Parties shall agree to File Requirements when Order is placed to recruit Staff. Prior to Staff working at Hospitals, HSS shall provide Client with such File Requirement documentation necessary for each Staff to work under a crisis condition such as applicable background information, complete resume and/or application with work history, educational background, valid licenses, and other professional certifications, medical compliance and documentation as required by Client. All Staff provided by HSS shall be licensed or certified, as applicable, to perform their assigned duties in the State where assigned to work as required by local jurisdiction. Staff placed by HSS, who may need to operate a respirator while performing services at the Hospital, must be medically cleared to use a respirator pursuant to the requirements of OSHA's Respiratory Protection Program by HSS prior to placement. The applicable background information on each Staff will be made available to Client and will include the documentation outlined in "Strike Staff File Requirements for Client," attached hereto as Exhibit II.
- E. File Audits. Upon demand and with reasonable notice allow audits by Client, or by Client's designated representative to reasonably ensure that all documentation is present in the personnel and health files of Staff that worked at Hospitals. HSS will support Client with audit by state licensing authorities.
- F. Books and Records. To the extent this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. §1395(v)(1)(I), and the regulations promulgated thereunder, and the cost or the value of the services provided is \$10,000 or more over a 12-month period, HSS shall allow the United States Department of Health and Human Services, the Comptroller General of the United States, the State Department of Health, the State Department of Finance, and their duly authorized representatives access to HSS's contract, books, documents, and records until the expiration of four years after the services are furnished under the Agreement.
- G. Information for Staff. Provide each Staff with information on "Occupational Exposure to Blood Borne Pathogens" as required by the Department of Labor's regulations. See 29 C.F.R. Part 1910.1030.
- H. The Joint Commission. Work with Client to ensure compliance with The Joint Commission or other applicable accreditation body.



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- I. Compliance With All Laws, Including Non-Discrimination, Equal Opportunity, and Wage Theft Prevention.
 1. Compliance with All Laws. HSS shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
 2. Compliance with Non-Discrimination and Equal Opportunity Laws. HSS shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, HSS shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall HSS discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
 3. Compliance with Wage and Hour Laws. HSS shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
 4. Definitions. For purposes of this Subsection, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
 5. Prior Judgments, Decisions or Orders against HSS. By signing this Agreement, HSS affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that HSS violated an applicable wage and hour law or pay equity law. HSS further affirms that it has satisfied and complied with or has reached Agreement with the Client regarding the manner in which it will satisfy – any such final judgments.
 6. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract. If at any time during the term of this Agreement, HSS receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then HSS shall promptly satisfy and comply with any such Final Judgment. HSS shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later.



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HSS shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

7. Access to Records Concerning Compliance with Pay Equity Laws. In addition to and notwithstanding any other provision of this Agreement concerning access to HSS's records, HSS shall permit the Client and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the Client's request, HSS shall provide the Client with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. Client's access to such records and facilities shall be permitted at any time during HSS's normal business hours upon no less than 10 business days' advance notice.
 8. Pay Equity Notification. HSS shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to HSS for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of HSS's Employees and Job Applicants.
 9. Material Breach. Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the Client may, in its discretion, exercise any or all remedies available under this Agreement and at law. Client may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to HSS until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer HSS an opportunity to cure the breach.
 10. Subcontractors. HSS shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.
- J. Staff Employment. It is agreed that Staff are and shall remain employees of HSS, or HSS affiliate companies, at all times during any Strike deployment. HSS will assume direct responsibility for the compensation of HSS Staff referred to Client under this Agreement, including payment of wages, federal and state income tax withholdings, social security tax withholdings, unemployment insurance, workers' compensation and other obligations imposed by federal, state, and local law.
- K. Insurance. Without limiting the HSS's indemnification of the Client, the HSS will provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverages and provisions set forth in Exhibit C (Insurance Requirements). HSS agrees that failure to provide evidence of such required insurance coverages and provisions will result in the Client withholding payment until all such evidence is provided to the Client.
- L. Payroll Liability Indemnification. Indemnify Clients and its affiliates, directors, trustees, officers, agents and employees harmless against all claims, demands, damages, costs, expenses of whatever nature, from any and all liability Clients might incur for compensation, federal and state tax withholdings, workers' compensation and any other payroll liability arising out of Client's use of HSS's Staff. HSS shall comply with all applicable federal, state, county, and municipal labor and employment laws, and regulations issued there under.



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- M. Incidents Tracking. Work with the Clients to maintain a process for reporting, tracking and documenting unexpected incidents, including errors, unanticipated deaths and any other sentinel events, injuries and safety hazards, related to the care and services provided.
- N. Communication/Support. HSS shall maintain ongoing internal communications and with Clients Strike Support Team to facilitate utilization of Staff and to address day-to-day issues that may arise. HSS shall be available telephonically 24 hours a day during Strike and HSS shall provide Clients with HSS contacts. HSS shall maintain on-site or area-based supervision beginning at least two days prior to a Strike and continuing throughout any Strike.
- O. Security. HSS shall meet with Client's security personnel as needed to coordinate security measures for the proposed strike and during the strike. HSS to provide security at location other than Client's locations, including lodging, dining and transportations vehicles.
- P. Orientation. Support Client's Orientation of Staff prior to working at Hospital.

II. CLIENT OBLIGATIONS

Client shall:

- A. Communication of Needs. Place Order for Staff or otherwise notify HSS in writing of Client's staffing needs and provide HSS with detailed information about each assignment including specific File Requirements and occupational health screening for crisis event.
- B. Strike Notice. Immediately notify HSS of any strike notice from a union ("Strike Notice") received by Client.
- C. Rate Sheets. Perform all terms governing placement of Staff, which are, as applicable, attached hereto as Exhibit I, "Rate Sheet" incorporated into the Agreement.
- D. Guarantees. Guarantee a minimum number of hours ("Hourly Guarantee") as outlined in the applicable Exhibit I, Rate Sheet, Section V. Client shall pay the applicable hourly rate for hourly Guarantees whether or not Staff is assigned to work the full number of hours. Workweeks will begin on the first Strike Date and Orientation in the previous workweek accordingly.
- E. Communication with Staff. Clearly communicate to HSS' management, Staff duties, shifts, unit assignments, and other working details during Staff's assignment. Client may, if necessary, change the Staff assignment from the confirmed clinical area to another clinical area for which the Staff is qualified, or reassign Staff from one unit to another unit as needed.
- F. Orientation. Provide orientation to Staff for each unit to which Staff is assigned, and or reassigned to. Time spent in orientation shall be counted as hours worked and billed at the applicable Rate Sheet hourly rate. Client to provide dates, times, and duration of orientation and any EMR training for HSS coordination of Staff. HSS shall use commercially reasonable efforts to cause Staff to bring with them N95 mask information (maker and N95 mask used from such maker) which Staff use at their current facilities. If despite HSS's commercially reasonable efforts some Staff present to Client without N95 mask information, Client shall perform a respirator fit test for such Staff.
- G. Breaks. Provide meal and rest breaks to Replacement Staff in accordance with federal law and California law.



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- H. Conformance. Adhere to applicable "Hazard Communication Standards" and "Worker Right To Know Laws" including informing Staff about hazardous materials in the work place. This includes container labeling, Material Safety Data Sheets and training when needed.
- I. Dress Code. Communicate Client's dress code to HSS for Staff to reasonably comply.
- J. Facility Badges. Provide photo identification badges for each Staff with the appropriate clearance for their assignment, as applicable.
- K. Direct Hiring. Have the right to hire any of the Staff on a temporary or permanent basis after the strike is over without any additional fees due to HSS.
- L. Termination of Staff. Use best efforts to assist Staff in the assigned position, but if Client reasonably determines that Staff is not satisfactorily performing his or her duties, Client shall inform onsite HSS manager to counsel or terminate staff with HSS manager present. If said Staff is not permitted to continue working at Hospital and Client shall be billed only for hours Staff worked. If Client takes such action, it shall inform HSS immediately, and furnish a written explanation within three (3) business days. In such circumstances, HSS shall use best efforts to provide Replacement Staff upon receipt of Client's notification.

III. FEES AND INVOICING

- A. Rates and Terms. Fees for workweek and attendance according to Federal and State law or regulations by Staff will be billed to Client by HSS and Client will timely pay invoices as set forth in the Rate Sheets. Rate Sheets shall be renegotiable from time to time as requested by either Party or agreed to in writing by both Parties.
- B. Overtime. Client shall be billed for overtime as set forth in Exhibit I, Rate Sheets, but if no term related to overtime is included in the Rate Sheet herein, then overtime for all hourly rates in said Rate Sheet shall be billed following state law overtime formulas for the state in which the Staff is assigned.
- C. Time Slips. Staff shall present a daily HSS time slip that will be signed by Staff's Client designated Manager/Supervisor. This time slip will be accepted as verification of time worked and shall comply with all applicable federal and state laws. Electronic time clocks can be used by HSS when authorized by the Client as a backup to the time slips.
- D. Payment Terms. Pay all invoices as identified in the Rate Sheets are due upon receipt. Invoices for estimated Strike Deposit only amounts are due by wire payment, or overnight payment. If a dispute arises about an invoice, the Client shall pay the undisputed amount until the discrepancy is resolved. HSS acknowledges wire transfers and ACH transfers may have daily processing deadlines, and if invoices are received such that the daily deadline cannot be met by Client, Client shall have the right to effect the payment and transfer on the next business day following receipt of the invoice.

IV. MISCELLANEOUS PROVISIONS

- A. Term of Agreement. This Agreement shall commence on the date of execution by the last signatory hereunder and shall continue for a period of three years unless terminated earlier by either party.
- B. Termination of Agreement. Either Party may terminate this Agreement (i) with or without cause upon ninety (90) days written notice to the other Party (such termination shall not release Client from its



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obligations related to the guaranteed minimum during the first strike week), (ii) upon a material breach of any term herein by the other Party and such Party's failure to cure the breach within twenty-four (24) hours after receipt of written notice from the other Party describing the breach (such termination shall not release Client from its obligations related to the guaranteed minimums in the Rate Sheet).

- C. Completion of Assignments Upon Termination of Agreement. Notwithstanding anything to the contrary set forth in this Section IV, this Agreement will continue to be in full force with respect to any Staff providing services to Client under this Agreement at the time of any termination hereunder.
- D. Notices. All notices required by this Agreement shall be deemed given when in writing and delivered personally, or five (5) days after deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

If to Client:

Chief Executive Officer
Santa Clara Valley Healthcare
751 S. Bascom Avenue
San Jose, CA 95127

If to HSS:

Mario Yovkov, COO
Healthcare Staffing Solutions, Inc
14764 Wicks Blvd.
San Leandro, CA 94577
marioy@hsshealthcare.com

- E. Entire Agreement. The Parties to this Agreement understand and agree that this Agreement, including the attached Rate Sheets, contains the entire agreement of the Parties regarding the subject matter of this Agreement. No prior or contemporaneous agreement, statement promise or representation (either made orally or in writing) relating to the subject matter of this Agreement shall be valid or binding unless set forth in this Agreement.
- F. Amendment. No amendments to this Agreement may be made except in writing and signed by both Parties.
- G. Severability. In the event that any condition or covenant contained in this Agreement is held invalid or void by any court of competent jurisdiction, such condition or covenant shall be deemed severable from the rest of this Agreement and shall in no way affect any other covenant or condition of this Agreement and such condition, covenant or other provision shall remain valid to the extent of the scope or breadth permitted by law.
- H. Controlling Law. This Agreement shall be governed by the laws of the State of California.
- I. Limitation on Damages. In no event shall either Party be liable to the other Party for any lost profits or special, consequential or punitive damages, even if informed of the possibility of such damages. The



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foregoing shall be interpreted and have effect to the maximum extent permitted by applicable law, rule or regulation.

- J. Indemnification. HSS will indemnify Client as set forth in Exhibit C (Insurance Requirements).
- K. Confidentiality. Each of the Parties hereto agrees that it will not disclose to any third-party information disclosed to it by the other Party that has been clearly marked "Confidential," or which such receiving Party should reasonably have known would be considered confidential by the disclosing Party except to the extent that such information is required to be disclosed by law, court or governmental order.
- L. California Public Records Act. The Client is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If HSS's proprietary information is contained in documents or information submitted to Client, and HSS claims that such information falls within one or more CPRA exemptions, HSS must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the Client will make best efforts to provide notice to HSS prior to such disclosure. If HSS contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the Client is required to respond to the CPRA request. If HSS fails to obtain such remedy within the time the Client is required to respond to the CPRA request, Client may disclose the requested information.

HSS further agrees that it shall defend, indemnify and hold Client harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by Client of a CPRA request for information arising from any representation, or any action (or inaction), by the HSS.

- M. HSS's Representation and Warranty. HSS represents and warrants to Client that HSS and its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), any form of state Medicaid program, and are not listed on the Office of the Inspector General's website ("oig.hhs.gov") (collectively, "Government Payor Programs"). HSS also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of HSS or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). HSS shall notify Client of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of HSS's first learning of it. Client shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Client shall be timely kept apprised by HSS of the status of any such Investigation. HSS shall indemnify, defend, and hold Client harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of HSS's breach of this paragraph.
- N. Medicare Access to Book and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, HSS agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, HSS shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of HSS that are necessary to certify the nature of the duties of this Agreement; and (b) if HSS performs his/her/its services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand



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Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her/its duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

- O. Independent Contractor. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties. All services provided by HSS are as an independent contractor to Client.
- P. Force Majeure. Either Party shall be excused for reasonable delay or inability to perform any obligation under this Agreement if the delay is caused by an unforeseen event beyond its control and without such Party's negligence or intentional wrong-doing, including, but not limited to, any act by any governmental authority, act of war, natural disaster, boycott, embargo, shortage, riot, , civil commotion, epidemic. A Strike shall not excuse performance by HSS under this Agreement.
- Q. Survival of Provisions. The terms, provisions or conditions of Sections III and IV, and Section VI of Exhibit I shall survive any termination or expiration of this Agreement.
- R. Attachments: . Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement is incorporated herein as if the same was set out in full in the text of this Agreement.
- S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be in original, but all of which together shall constitute one and the same instrument.
- T. Contract Execution Policy. Unless otherwise prohibited by law or Client policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Client.
- U. CONFLICTS OF INTEREST; POLITICAL REFORM ACT. Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor,



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including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

V. LEVINE ACT COMPLIANCE.

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.



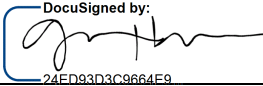
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W. RESERVATION OF RIGHTS BY CLIENT.

Notwithstanding any provision in this Agreement to the contrary (including without limitation section II.B and section I.A), Client reserves the right to deliver or withhold delivery of the Strike Notice to Contractor, in Client's sole and absolute discretion. Client shall have no obligation to pay Contractor under this Agreement unless and until: (1) Client delivers the Strike Notice to Contractor and (2) Client completes Client's first wire transfer); provided, however that Contractor's obligations shall not commence until Client delivers the Strike Notice to Contractor and Client completes Client's first wire transfer.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the last signature date.

Client (Santa Clara Valley Healthcare)

DocuSigned by:

24ED93D3C9664E9
Signature Date

Greta S. Hansen, J.D.
Authorized Representative

Chief Operating Officer
Title

HSS (Healthcare Staffing Solutions, Inc.)

DocuSigned by:

F5C4E1F82966412...
Signature Date

Mario Yokov
Authorized Representative

Chief Operating Officer
Title

Approved as to Form and Legality

DocuSigned by:

6BD1532743364D4...
Signature Date

Jennifer S. Sprinkles
Authorized Representative

Lead Deputy County Counsel
Title



EXHIBIT I

ANCILLARY SERVICES RATE SHEET

I. Consulting and Exclusivity

- A. Retainer Fee. Client shall pay no initial consultation fee or retainer upon the execution of the Agreement to HSS for expenses incurred for travel and pre-strike planning services.
- B. On-Site Visit. Client is entitled to one on-site visit for pre-strike consulting under Section I. A. If Client requires additional on-site pre-strike consulting prior to the 10-day Notice, Client shall pay HSS \$1,000 per day plus travel and hotel expenses for each on-site consultant.
- C. Exclusivity. Except as otherwise set forth in Section I.A, Agreement. Client shall not use another strike replacement staffing agency for Ancillary Services (not nursing services which are specifically excluded) to staff the Client labor dispute. However, this provision shall not preclude Client from using its own employees who have, prior to the commencement of the strike, notified the Client of their intention not to participate in the strike. Client may use per diem or traveler personnel provided such staff was booked to begin contract services or engaged in contract services at the Client prior to a Strike that HSS has been provided an active Order for Staff.

II. Provision of Services

- A. Order. Client will make an order within 24 hours of Client receiving a strike notice for at least 80% of their expected needs to staff their potential Strike. Order for Staff will designate the number of Replacement Staff needed in each job classification. Within 5 working days of the order being placed Client will fill out an HSS Order Detail Form that is signed by Client indicating exact address, 12-hour shift time, unit/position specialty, required certifications/training.. If the Client decreases its Order, it will not receive a refund for previously signed Orders to HSS.
- B. Representative. The Parties shall each designate at least one representative authorized to place and receive Orders of Staff. Whenever possible, communications regarding Orders will be by email and confirmed by email.
- C. On-Site Management. HSS shall have an on-site management team at the Clients at least two days prior to the strike and while the anticipated strike is in process.
- D. Office Space. Client shall provide HSS office space and hi-speed internet connection for its on-site management team for intake and during the strike.

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III. Client Billing Rates

A. The pricing below is for the Ancillary Services Client expects to order from HSS:

1. Bill Rates for Santa Clara Valley Medical Center

Type of Replacement Staff Needed:	Hourly Bill Rate for Replacement Staff:
Anesthesia Tech	\$103.00
Application Administrator	\$110.00
Assistant Cardiovascular Interventional Technologist (Cath Lab Tech)	\$145.00
Assistant Chief Engineer	\$115.00
Buyers	\$95.00
Clinical Dietitian II	\$115.00
Coders,	\$90.00
Cook	\$85.00
Critical Care Experience	\$165.00
CT Tech	\$145.00
Diagnostic Imaging Technologist	\$135.00
Dietetic Assistant	\$80.00
ECHO Tech	\$140.00
EEG Tech	\$103.00
Electronic Repair Technician	\$105.00
ER Tech	\$90.00
EVS	\$85.00
Food Services Worker II	\$75.00
General Maintenance Mechanics II	\$115.00
Health Service Representative/Senior Health Service Representative	\$95.00
Hospital Service Assistant II	\$85.00
Interventional Radiology Technologist (IRT)	\$130.00
Janitors	\$75.00
LPT and HSR	\$110.00
LVN	\$110.00
Magnetic Resonance Imaging Technologist	\$135.00
Materials Supply Specialist	\$110.00
Medical Laboratory Assistants	\$95.00
Medical Unit Clerk	\$85.00
Monitor Tech	\$85.00
Nuclear Med Tech	\$140.00
Occupational Therapist I/II/III	\$145.00



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OR Clerk	\$95.00
Physical Therapist I/II/III/PTA	\$145.00
Program Manager	\$125.00
Protective Services Officer	\$100.00
Registered Dietetic Technicians	\$85.00
Renal Care Hemodialysis	\$90.00
Respiratory Care Practitioner I/II	\$130.00
Senior Biomedical Technicians II	\$115.00
Senior Health Services Representative	\$105.00
Senior Management Analyst	\$120.00
SPD Techs	\$110.00
Speech Language Pathologist I/II/III	\$145.00
Stationary Engineer	\$115.00
Surgical Aide	\$105.00
Surgical Techs	\$105.00
Systems Admin/IT Field Support Specialist	\$90.00
Telecommunication Technician	\$90.00
Therapy Technician	\$100.00
Ultrasonographer	\$160.00
Staff Manager Daily Rate, first one no charge, additional 1 per 150 Staff, minimum 1/shift	\$1,300/day

2. Bill Rates for O'Connor Hospital

Type of Replacement Staff Needed:	Hourly Bill Rate for Replacement Staff:
ASU - MUC	\$95.00
Clinical Dietitian II	\$115.00
Cook	\$85.00
CT Technologist	\$145.00
Diagnostic Imaging Technologist	\$135.00
Dietetic Assistant	\$80.00
EKG Tech	\$95.00
ER TECH	\$90.00
Food Services Worker I	\$75.00
HSA- CNA	\$85.00
HSR - Admitting/ED Registration	\$95.00
Interventional Radiology Technologist (IRT)	\$130.00
Janitors	\$75.00
Magnetic Resonance Imaging Technologist	\$135.00



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Materials Supply Specialist	\$110.00
Monitor Technician	\$85.00
Nuclear Med Technologist	\$140.00
OB Techs	\$120.00
Operators	\$85.00
Periop	\$95.00
Protective Services Officer	\$100.00
Respiratory Care Practitioner I/II	\$130.00
SPD Technicians	\$110.00
Ultrasonographer	\$160.00
Unit Clerk	\$95.00
Staff Manager Daily Rate, first one no charge, additional 1 per 150 Staff, minimum 1/shift	\$1,300/day

3. Bill Rates for Saint Louise Regional Hospital

Type of Replacement Staff Needed:	Hourly Bill Rate for Replacement Staff:
Clinical Dietician	\$115.00
Cook	\$85.00
Food Service Worker	\$75.00
Health Services Representative (HSR)	\$95.00
Hospital Service Assistant (HSA)	\$85.00
Janitor	\$75.00
Respiratory Therapists	\$130.00
SPD Techs	\$110.00
Surgical Technicians	\$105.00
Staff Manager Daily Rate, first one no charge, additional 1 per 150 Staff, minimum 1/shift	\$1,300/day

- B. Bill Rate Increase. Based on the Client's Order, wages for certain Replacement Staff may need to be higher in some circumstances (including, but not limited to, geographical area, competing companies staffing other concurrent strikes, and Replacement Staff specialties). If an increased wage is needed to recruit such Replacement Staff, HSS shall notify Client of the increase. If Client agrees to the increase the Parties shall amend the contract to reflect the rate increase. HHS shall then load the applicable payroll load update to the Client's rate for the affected Replacement Staff. No proposed increase rate shall be invoiced without written amendment to the Agreement.
- C. Unit Charge Staff. Staff who are put in charge of their units while working will be invoiced at an additional \$15.00 per hour. Client shall determine whether Staff is in "charge" consistent with its present Client practice.



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- C. On-Call. Staff that are placed on-call will be invoiced at \$25 per hour and if called in will be billed at the overtime rate for minimum of four hours.
- D. RN/Staff Managers. HSS will assign at least one qualified representative to manage Staff ("RN/Staff Manager") per shift, such as a clinical manager. Client shall pay the "RN/Staff Manager Daily Rate" as specified in Section III.A. and expenses of each RN/Staff Manager. HSS will assign one RN/Staff Manager at no cost for Client.

IV. **Schedule Fees – Recruiting Staff**

- A. Schedule Fees. Order fees are nonrefundable and are due and payable to HSS within 24 hours of Client's placement of an Order. The Schedule fees are set forth below:
 - \$300 per Staff, corresponding to the number of Replacement Staff Client ordered with HSS.
- B. Intentionally Omitted.
- C. Intentionally Omitted.
- D. Order Increase. Should the Client need to increase its Order for Replacement Staff under Section II A, the Schedule Fee shall be paid under Section IV. A. . The Order increase amount is due and payable upon the placement of the increased Order.
- E. Order Decrease. If Client decreases its order under Section II A, Client will not receive a refund of the applicable Schedule Fee. Any decrease in Order once a Strike Notice is issued, a Preparation Fee will be applicable per Staff.

V. **Guarantees**

- A. Intentionally Omitted.
- B. No Strike. If the Strike does not start, then for each Staff who arrives at the destination city, Client guarantees that HSS will be paid a minimum of two (2) twelve-hour shifts (24 hours) at the applicable Staff Bill Rate (as set forth in the Rate Sheet). Applicable for all Strike Durations.
- C. One Day Strike. Client guarantees that, if the strike starts, HSS will be paid a minimum of thirty-six (36) hours for each Staff at the applicable Staff Bill Rate, set forth in the Rate Sheet. Each Staff will only work one 12-hour shift, not including Orientation time. Orientation time is not included in the minimum hour guarantee. Client shall pay the applicable hourly rate for hourly Guarantees whether or not Staff is assigned to work the full number of hours.
- D. Two or Three-Day Strike. If the strike starts, then the Client guarantees that HSS will be paid for each Replacement Staff a minimum of forty-eight (48) hours at the applicable Staff Bill Rate. Any overtime rates will only apply to actual hours worked where applicable. All scheduled shifts will be billed at a minimum of 12 hours per day unless otherwise agreed upon in writing by HSS and the Client. Each Staff will be guaranteed to work 12 hours each day the strike continues but not more than three (3) days per work week unless agreed upon by both Parties. Orientation time is not included in the minimum hour guarantee. Client shall pay the applicable hourly rate for hourly guarantees whether or not Staff is assigned to work the full number of hours.
- E. Four or More Day Strike. If the strike starts, then the Client guarantees that HSS will be paid for each Staff a minimum of Sixty (60) hours at the applicable Staff Bill Rate. Any overtime rates will only apply to actual hours worked where applicable. All scheduled shifts will be billed at a minimum of 12 hours per day unless otherwise



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agreed upon in writing by HSS and the Client. Each Staff will be guaranteed to work 12 hours each day the strike continues but not more than six (6) days per work week unless agreed upon by both Parties. Orientation time is not included in the minimum hour guarantees. Client shall pay the applicable hourly rate for hourly Guarantees whether or not Staff is assigned to work the full number of hours.

F. Workweeks. Workweeks will begin on the first day of the Strike and continue for a seven (7) day period. Subsequent work weeks are each seven (7) days and guaranteed hours are applicable for each subsequent week thereafter, until the strike concludes. Client guarantees the number of total billable hours regardless of whether Staff is assigned to work, or works, the complete number of hours for each subsequent week. Client also understands that the Guaranteed Hours include regular and overtime hours but does not include any "on-call" time.

G. Orientation. Orientation provided by the Client to HSS Staff will be billed at applicable hourly rates.

VI. Additional Expenses Incurred by Client (HSS will pass through the actual expenses below without additional administration fee)

A. Licensure. Client will pay all necessary licensure costs for Staff if required. Client will be notified to pre-approve any needed licensing campaign effort if required.

B. Drug Testing. Client shall pay the cost of third-party drug testing if required. HSS will arrange for the testing at the HSS intake site.

C. Occupational Health. See Exhibit II.

D. Background Checks. Client will pay the cost of extensive background/criminal checks for Replacement Staff.

E. Housing. Client will pay for reasonable and actual housing, and housing guarantees (includes conference rooms audio visual equipment and internet costs needed for check in, orientation and daily needs) for the Staff. Where possible, housing arrangements will be made by HSS in local hotels and shall be booked single occupancy, unless during a pandemic where all staff will be booked in single rooms.

F. Travel. The Client will pay for actual and reasonable Staff's travel expenses from their homes to the assignment and any third-party costs incurred in arranging such travel. HSS will use its best efforts to ensure that all refundable airline tickets are purchased at the lowest reasonable fare for such travel. Client will also be billed for reasonable transportation costs for Staff who elect to drive to the Client. Any Staff driving to the Client will be paid a travel expense per mile round trip from their homes at IRS allowance rates to/from the Client (\$500 maximum each way).

G. Transportation. Client will pay for reasonable transportation and transportation deposit guarantee (buses or vans and drivers used to transport Staff to and from the airport, hotel and to the strike location) for Staff, provided such transportation is not otherwise provided by Clients.

H. Meals. A meal per-diem of fifty-five dollars (\$55) will be billed to Client for Staff from day of arrival at HSS intake site through day of Client departure. Any food and beverages arranged by HSS per Client request, shall be paid for by Client.

I. Overtime. Overtime shall be paid by HSS based on state and federal laws. Notwithstanding the foregoing, HSS acknowledges that Client shall not pay Overtime for scheduled shifts which are up to 12 hours in duration. HSS acknowledges that Client has advised HSS that Client will schedule 12 hour shifts. Client will pay double time for any hours worked more than 12 in a day.



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VII. Prepayment of Estimated Fees and Expenses

Client must prepay estimated fees and expenses in an amount sufficient to maintain a positive balance with HSS based on a reasonable estimate of fees, travel, lodging, transportation and other expenses and the hours that will be worked by HSS' Staff in the subsequent workweek. HSS will invoice such amount to Client. Subject to section III.D in the Agreement, immediately upon Client's receipt of Strike Notice, Client must deposit with HSS all estimated fees and expenses, including, but not limited to, labor and the expenses listed in Section VI above, that have been invoiced to Client. Subject to section III.D. in the Agreement, HSS will have no obligation to make any preparations until Client has deposited the invoiced estimated fees and expenses with HSS. If the strike is ongoing, HSS will invoice to Client a reasonable estimate of the subsequent workweek's fees and expenses. Client must pay each invoice upon receipt. HSS will base this estimate on the number of hours scheduled multiplied by the rates of pay outlined above. Any prepayment is an advance to be deducted from HSS' next invoice, which will be based on actual hours worked plus expenses and other fees identified above. Should the Strike be called off after payment of estimated deposits, such deposits shall be returned to Client after deduction for any fees earned and actual expenses incurred on behalf of Clients. A final invoice reflecting fees and expense for reconciliation will be provided by HSS.



EXHIBIT II

Strike Staff File Requirements for Client

RN / Allied File Requirements

Profiles will have an application verifying one year of experience in their specialty, RN license, BLS (all areas), Advanced Life Support Certifications and other as required by unit, Employee Information Release.

It is the responsibility of the HSS to pay and ensure that all the employee health requirements are completed and the attestation is signed below for each contracted Healthcare worker prior to start of their contract .

Attachment C

Contactor Attestation (Contracting Agency/Organization/School or Independent Contractor)

I hereby certify that the following contracted Healthcare Personnel (HCP) such as physicians/providers/ Nurses/ other contractors belonging to the Organization/Agency (Print name) _____ have met the medical history documentation requirements of Employee Health Services Manual -300 at Santa Clara Valley Healthcare (SCVH) prior to start of their assignment/contract:

1. TB screening completed within the last 12 months prior to start of the contract with Santa Clara Valley Healthcare (SCVH), which includes a negative TB test (TST/QFT/T-SPOT) and completed TB survey.
2. If TB test is positive, copy of the chest x-ray obtained after the date of positive TB test and if the chest x-ray is abnormal, clinician clearance completed from their own Personal care Provider (PCP).
3. If entering rooms of patients in Airborne Precautions for suspected or diagnosed tuberculosis, fit testing with an N95 respirator is required. If fitted with N95 respirator other than the available respirators at SCVH, the Client will do fit testing for Replacement staff at the Client orientation; provided, however that HSS shall use commercially reasonable efforts to cause Staff to bring N95 information per Section II.F of the Agreement. The Client will obtain all N95 fit testing documentation at Client orientation for the Replacement Staff files.
4. Written documentation of Two lifetime Measles, Mumps and Rubella (MMR) vaccines and Varicella vaccines or laboratory -confirmed positive titers for immunity for MMR and Varicella or written documentation by a provider of past disease. If vaccine is medically contraindicated, documentation by physician stating the contraindication for MMR and/or Varicella vaccine.
5. Written evidence of completion of Hepatitis B vaccination series as per the manufacture's recommendation and laboratory evidence of immunity to Hepatitis B or declination on file if required by the designated department in healthcare personnel at occupational risk of exposure to bloodborne pathogens.

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It is the responsibility of the contracting agency/ school to maintain all the required documents as proof of compliance and make them available to furnish to the surveyors upon request during Centers for Medicare Services (CMS), Joint Commission, other local, state, and/or federal regulatory bodies.

I (Agency /school designee) understand that all persons listed on this form have met the above requirements.

*Name (Print Last Name and First Name) of the HCW	Date of Birth	Job Role

Print Name and Title

Institution/Agency

Signature

Date

After completion submit the form to:

1. Designated contracted department manager / designee and save a copy for future audits.
2. Email a copy to Employee Health at EmployeeHealth@hhs.sccgov.org

*Please use separate sheet as attachment if unable to include all names of Healthcare Personnel (HCP).

Human Resources	Drug Screening (Ten Panel)	Within 6 Months. (Healthcare Professional may start assignment pending screening results)
	7-year Background Check (Healthcare Professional may start assignment pending county background results)	
	◇ Registered Sex Offender ◇ SSN + OIG ◇ County & Federal Criminal ◇ Within 1 year	
Credentialing	Primary Source Verification	Licensed Providers Verification as applicable
	Certifications	BLS and Certifications as required for assigned unit



Exhibit III

Insurance Requirements For Professional Services Contracts

Indemnity

Notwithstanding any other provision of this Agreement, HSS shall indemnify, release, hold harmless, and defend, with counsel approved by Client, Client and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by HSS and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by Client. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Client as allowed by law. HSS shall reimburse Client for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which HSS contests its obligation to indemnify, defend, and/or hold harmless Client under this Agreement and does not prevail in that contest.

Insurance

Without limiting HSS's indemnification of the Client, HSS shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, HSS shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by HSS upon request.

This verification of coverage shall be sent to the requesting Client department, unless otherwise directed. HSS shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Client. This approval of insurance shall neither relieve nor decrease the liability of HSS.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Client's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Client insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.



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D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Products/Completed
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Client:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and HSS shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.



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- 4a. Aircraft/Watercraft Liability Insurance (Required if HSS or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes HSS's start of work (including subsequent policies purchased as renewals or replacements).



- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by HSS and any approval of said insurance by the Client or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by HSS pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Client acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of HSS. However, this shall not in any way limit liabilities assumed by HSS under this Agreement. Any self-insurance shall be approved in writing by the Client upon satisfactory evidence of financial capacity. HSS's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, HSS shall require each of its subcontractors of any tier to carry the aforementioned coverages, or HSS may insure subcontractors under its own policies.
4. The Client reserves the right to withhold payments to HSS in the event of material noncompliance with the insurance requirements outlined above.