

38. Consider recommendations relating to replacement nurse and ancillary services staffing agreements. (LA-1)Possible action:
- a. Ratify Agreement with U.S. Nursing Corporation relating to providing replacement nurse staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The Agreement was executed under the County Executive's delegated authority under Board Policy 5.3.5.1.
 - b. Ratify First Amendment to Agreement with U.S. Nursing Corporation relating to providing replacement nurse staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The First Amendment was executed under the County Executive's delegated authority under Board Policy 5.3.5.1. (LA-1)
 - c. Ratify Agreement with Healthcare Staffing Solutions, Inc. (HSS) relating to providing replacement ancillary services staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The Agreement was executed under the County Executive's delegated authority under Board Policy 5.3.5.1. (LA-1)

(ID# 24-5366)

JOB ACTION STAFFING AGREEMENT

This Job Action Staffing Agreement (this "Staffing Agreement") governing the provision of registered nurses and other healthcare personnel is entered into between the County of Santa Clara, dba Santa Clara Valley Healthcare ("FACILITY" or "County") and U.S. Nursing Corporation, a Colorado corporation ("US Nursing" or "Contractor").

WHEREAS, US Nursing is in the business of recruiting registered nurses and other healthcare personnel ("Staff") to provide supplemental health care staffing at health care facilities; and

WHEREAS, FACILITY operates various inpatient and outpatient health care facilities listed on Attachment A and provides various health care services, and potentially has the need for supplemental health care staffing at such facilities.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

A. US NURSING'S OBLIGATIONS:

1. Consulting Services. US Nursing shall perform various activities in connection with the FACILITY'S preparation for a strike by FACILITY's nursing staff or other staff as agreed to (a "Job Action"). US Nursing's consulting services may include but are not limited to:
 - a. Working with FACILITY's nursing management to determine the staffing plan necessary to continue patient care on nursing units;
 - b. Consulting with FACILITY on a confidential contingency action plan related to staffing, operations, and logistics during the job action;
2. Staffing. US Nursing shall recruit and provide Staff to FACILITY such that US Nursing shall meet FACILITY's operational requirements pursuant to this Staffing Agreement and as outlined in the Initial Grid (as defined below or as updated) prepared by FACILITY and US Nursing. Staff shall have the qualifications requested by FACILITY and required by any applicable law, regulation, or requirement of any other accreditation or licensing agency; however, all required Staff qualifications that exceed US Nursing's standard requirements shall be provided at the sole cost and expense of FACILITY.

US Nursing acknowledges that Staff provided pursuant to this Staffing Agreement may need to be reassigned (float) to other departments within FACILITY. Reassignment may only occur if the duties are reasonably consistent with such Staff's license, experience and competency.
3. No Representations or Warranties. US Nursing and Staff makes no representations or warranties of any kind with respect to whether or not FACILITY maintains a certain level of patient census or other patient care service during any strike. US Nursing assumes no responsibility or liability in connection with whether or not (i) physicians continue to admit patients to FACILITY, (ii) patients elect to seek FACILITY services during the strike, (iii) any number of bargaining unit staff elect to cross any picket line or choose not to strike, or (iv) FACILITY requests sufficient replacement staff to maintain FACILITY'S desired level of patient care during the Job Action.
4. Management Availability. US Nursing shall assign management representatives to be available for consultation and telephonic communication with FACILITY 24 hours per day.
5. Travel and Housing. US Nursing shall arrange and provide travel, transportation, and housing, at FACILITY's sole cost and expense, for all Staff ordered or scheduled to work at FACILITY during the Job Action.
6. Staff Files. US Nursing shall provide FACILITY with applicable Staff file information as listed on Exhibit B Complete files for Staff shall be available for inspection by FACILITY prior to Staff's

Approved: 04/16/2024

orientation day. All Staff information, including but not limited to, files or profiles are considered to be confidential and proprietary information of US Nursing and shall be restricted to FACILITY use only, unless otherwise agreed to in writing by US Nursing.

7. Employees of US Nursing. It is understood that Staff provided pursuant to this Staffing Agreement are not independent contractors of FACILITY. Staff are employees of US Nursing. US Nursing shall have full and complete control over the payment of all compensation to Staff provided to FACILITY pursuant to this Staffing Agreement and US Nursing shall:
 - a. Pay all Staff working at FACILITY in compliance with all applicable state and Federal laws and regulations and, subsequently, bill FACILITY for same;
 - b. Have sole responsibility for ensuring that any and all applicable state and Federal income tax withholding and contributions, social security tax withholding and contributions, workers' compensation coverage obligations, and any other employment law requirements for Staff provided pursuant to this Staffing Agreement are complied with and paid;
 - c. Maintain the confidentiality of FACILITY and patient information in accordance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all other applicable laws and administrative regulations specifically; US Nursing and its employees and agents (a) shall not remove any privacy protected information from FACILITY's, or any of its affiliates', premises, (b) shall not use or disclose any confidential information for any reason other than to fulfill the purposes of this Staffing Agreement, and (c) shall secure all confidential information to prevent unauthorized access to it;
 - d. Promptly notify FACILITY and cooperate with FACILITY to protect the confidentiality of information, to the extent permitted by law, if US Nursing receives a request for FACILITY's confidential information from any third party, including any governmental agency; and
 - e. Acknowledge it may be considered a "Business Associate" and be subject to privacy rules to protect health information from unlawful disclosure under 45 CFR §164.501 et seq., and shall execute an agreement as either provided by FACILITY or as drafted by US Nursing, to be bound by such rules and regulations.
8. Insurance.
 - a. Insurance. The Contractor 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).

B. FACILITY'S OBLIGATIONS:

1. FACILITY shall request that US Nursing secure Staff for stand-by, and to fill FACILITY's patient care assignments, as follows:
 - a. Retainer. The Retainer, the receipt of which engages US Nursing to work with FACILITY in the event of a possible Job Action, is non-refundable and is due upon execution of this Staffing Agreement.
 - b. Determination of Staffing Needs. Prior to placing an order for Staff, FACILITY shall determine the desired staff ratios, and number and type of Staff needed to continue clinical operations at forecasted levels of patient care during the 1st week of a Job Action. The number and skill mix of Staff ordered shall be determined by FACILITY. The resulting order shall be placed in grid format (the "Initial Grid") with specific needs including actual number of Staff by shift and unit no later than the date set forth in the Endorsement Page/Rate Sheet. A "Final Grid" shall be established by the date set forth in the Endorsement Page/Rate Sheet ("Final Grid Due Date") and such Final Grid shall not substantially deviate from the Initial Grid and is subject to acceptance by US Nursing. FACILITY acknowledges

that the Final Grid must increase if the Job Action lasts longer than five (5) days to accommodate time off and relief for Staff.

Further, Preparation and Fulfillment Fees, as defined below, shall apply to any increase in Staff from Initial Grid to Final Grid. FACILITY shall owe US Nursing the total Preparation Fee for each Staff member identified on the Final Grid at the Final Grid Due Date.

- I) Preparation Fee. The payment of the Preparation Fee shall constitute FACILITY's authorization of US Nursing to begin the recruitment of Staff based on FACILITY's Initial Grid. The Preparation Fee also covers the creation of a deployment and logistics plan and continuation of consulting services. The Preparation Fee shall be paid by the date identified on the Endorsement Page/Rate Sheet.
- II) Maintenance Fee.
 - i. The Anticipated Strike Date set forth in the attached Endorsement Page/Rate Sheet may be changed as needed pursuant to Section B.5 below. In order to maintain the grid at appropriate staffing levels, if the Anticipated Strike Date is changed to a date ninety (90) days or more past the original Anticipated Strike Date, FACILITY will be charged the "Maintenance Fee" listed on the Endorsement Page/Rate Sheet. Such fee shall be for each Staff member identified on the Initial Grid, or as such grid has been modified by agreement between the parties. The Maintenance Fee will be payable on the 1st business day of each month, beginning on the date listed on the Endorsement Page/Rate Sheet, until this Agreement is no longer in effect.
 - ii. In the alternative, FACILITY may elect not to pay the Maintenance Fee, in which case all preparation and recruitment will cease and new Preparation Fees will be charged if another strike notice is received.
- c. Licensure Program. After FACILITY has identified FACILITY's staffing needs and after US Nursing has evaluated the available personnel for potential staff candidates, the parties identify the Staff which must hold a license in order to provide services (some may not require a license). For Staff which require a license in order to provide services, US Nursing shall ensure such Staff shall hold a valid license prior to arrival at FACILITY.
- d. Fulfillment Fee. The payment of the Fulfillment Fee, as identified on the Endorsement Page/Rate Sheet, shall be the authorization by FACILITY for US Nursing to secure recruited staff and schedule them to be on stand-by status to travel to and work the strike and is due upon FACILITY's receipt of the strike notice or as identified on the Endorsement Page/Rate Sheet.
- e. Staff Labor Deposit. Prior to the scheduled strike date, FACILITY shall pay to US Nursing a Staff Labor Deposit, as identified on the Endorsement Page/Rate Sheet, for all Staff identified on the Final Grid or as modified. Eight (8) hours of the Staff Labor Deposit shall be due upon receipt of strike notice ("Initial Staff Labor Deposit"). The remaining hours of the Staff Labor Deposit, plus orientation, shall be due as identified on the Endorsement Page/Rate Sheet. The Staff Labor Deposit shall be applied to any unpaid labor or other expenses at the conclusion of the Job Action. In the event the Job Action settles after payment of the Staff Labor Deposit but prior to the time that US Nursing initiates Staff deployment to the Job Action, US Nursing shall refund all but the Initial Staff Labor Deposit. The Staff Labor Deposit is non-refundable after US Nursing initiates Staff deployment to the Job Action.
- f. Fee Increase. The following events shall result in an increase in fees listed on the Endorsement Page/Rate Sheet:
 - I) Executed Agreement. FACILITY fails to execute the Agreement by the Offer Expiration Date set forth on the Endorsement Page/Rate Sheet.

- II) Late Payments. FACILITY fails to make any of the payments when due, or payment is delayed due to a postponement in the anticipated strike start date, and as a result the time period available to US Nursing to perform its staffing obligations is shortened or lengthened, as the case may be.
- III) Increase in Final Grid. Any increase in the number of Staff ordered by FACILITY after the Final Grid Due Date, including any additional needs identified after the establishment of the Final Grid through the end of the strike.

2. Subsequent Weeks (if applicable).

- a. Once the Job Action begins, US Nursing shall estimate and prepare an invoice for labor, housing and travel costs for Staff working projected shifts for the second week of the Job Action, and, as necessary, for each successive week of the Job Action. An invoice for each subsequent week of the Job Action shall be presented to FACILITY a minimum of 72 hours in advance of the first calendar day of each such subsequent week, and is due on that first calendar day of each subsequent week.
- b. The parties acknowledge and agree that following the first scheduled week of the Job Action, FACILITY may reduce or increase the scheduled Staff to be provided by US Nursing by written notice delivered to US Nursing prior to the effective date of such change in Staff levels. Increases to the Final Grid will result in the payment of additional Preparation and Fulfillment Fees.
- c. Notwithstanding anything in this Staffing Agreement to the contrary, during the first fourteen (14) calendar days of the Job Action, FACILITY shall not be required to pay any Preparation or Fulfillment fees for needed Staff replacing working Staff personnel. Should the Job Action last longer than the first fourteen (14) calendar days, US Nursing shall charge FACILITY a weekly Grid Preservation Fee listed on the Endorsement Page/Rate Sheet per Staff onsite for week three and thereafter to manage the daily housing, transportation, credentialing, and replacement recruitment costs.

3. FACILITY shall accept qualified Staff provided by US Nursing to fill staff vacancies pursuant to this Staffing Agreement and FACILITY shall:

- a. Supervision. Exercise complete supervision over the job performance of all Staff provided to FACILITY by US Nursing. Staff shall work under the supervision of a licensed physician as required by applicable law or industry.
- b. Orientation. Provide clinical and non-clinical orientation, including any FACILITY-required online training, which shall be considered as time worked by Staff. The amount, type, and duration of such orientation shall be determined by FACILITY at its sole discretion with prior notice given to US Nursing. Orientation does not trigger the start of the strike.
- c. End Staff Assignment. Have the right to end any assignment of any Staff member at any time, without penalty, for any lawful reason. If FACILITY elects to end a Staff's assignment, FACILITY shall be responsible for the cost of such Staff's housing for one (1) additional calendar day and for the Staff's return transportation; provided, however, if such Staff is terminated as having been determined to be professionally unsatisfactory, and has worked fewer than three (3) full Shifts for FACILITY at the time of cancellation, FACILITY shall only be obligated to pay for the actual hours worked by such Staff.
- d. Determination of Professional Standards and Evaluations. At all times during the course of this Staffing Agreement, FACILITY is responsible for determining the professional standards of work to which Staff shall be held, and is permitted, but not required, to periodically conduct performance evaluations on Staff assigned to work pursuant to this Staffing Agreement.

- e. Staff Accidents or Incidents. Facility shall maintain a workplace compliant with applicable health and safety law. Facility shall notify US Nursing's authorized representative immediately if any Staff provided pursuant to this Staffing Agreement is involved in an accident or work-related injury while working at FACILITY. FACILITY further agrees, if the injuries resulting from such an accident are minor, to provide medical care to the affected Staff through FACILITY's employee health service department, as it would do for its own employees, at no charge for FACILITY's services, if such services are in the nature of first aid. Injuries of a more serious or long-term nature shall be submitted for payment under US Nursing's workers' compensation insurance coverage. FACILITY shall also advise US Nursing of any incident reports involving or implicating Staff in patient care errors or omissions or other potential liability events involving staff members or claims of safety hazards related to the care and services provided by Staff.
- f. Working Conditions. FACILITY shall provide safe and lawful working conditions for all staff provided pursuant to this Staffing Agreement and shall ensure that Staff are not subject to discrimination, harassment, retaliation, or other unlawful acts. FACILITY shall take whatever steps are necessary to ensure that Staff can safely cross any picket lines and shall provide security escorts for Staff, if necessary, to protect their personal safety.
- g. Field Transportation and driver/security escorts. FACILITY will provide all vehicles (rental or other) and drivers/security escorts for Home Health and Hospice nurses requiring transport within the community at FACILITY'S sole expense. Confirmation of appropriate corporate liability insurance that covers the Staff is required. If FACILITY cannot coordinate an appropriate logistics plan for coverage, US NURSING shall coordinate a service provider and plan for vehicles, insurance coverage, and security escorts at the FACILITY'S request and at FACILITY'S sole expense.

4. Staff Labor Terms.

- a. Staff Schedules – Shift Guarantee.
 - I) A "Shift" shall be considered one continuous twelve (12) hour shift unless FACILITY and US Nursing agree otherwise.
 - II) FACILITY shall schedule sufficient "Shifts" each Workweek (as defined below) so that all Staff deployed to FACILITY shall be guaranteed the minimum number of Shifts set forth in the Endorsement Page/Rate Sheet.
 - III) A "Workweek" shall be a period of seven (7) consecutive calendar days.
 - IV) The initial Workweek for all Staff shall begin on the first scheduled day of the Job Action as determined by the strike notice. All successive Workweeks for all Staff shall begin on the same day of the week as that on which the initial Workweek began.
- b. If Staff works less than the guaranteed number of Shifts in a Workweek because of a lack of availability of work, FACILITY shall be required to pay US Nursing only the straight time for each guaranteed hour not worked.
- c. Hours Worked. FACILITY shall pay US Nursing for all Staff as set forth below:
 - I) Straight Time: FACILITY shall pay US Nursing the hourly rate indicated on the Endorsement Page/Rate Sheet, plus any applicable Market Wage Adjustment (as defined below) ("Straight Time") for all Straight Time hours worked or guaranteed hours due, to include sick pay if state law requires.
 - II) Overtime: FACILITY shall pay US Nursing an "Overtime" rate of 1.5 times the hourly rate identified on the Endorsement Page/Rate Sheet (or as adjusted by the Market Wage Adjustment), when US Nursing is required to pay its Staff at overtime rates pursuant to state or Federal law. Federal Law mandates these regulations, and these

costs are passed onto the Facility. FACILITY shall pay US Nursing the Overtime when Staff are entitled to call-back pay pursuant to this Staffing Agreement.

- III) Double-time: FACILITY shall pay US Nursing a "Double-time" rate of 2.0 times the hourly rate identified on the Endorsement Page/Rate Sheet (or as adjusted by the Market Wage Adjustment), when US Nursing is required to pay its Staff at double time rates pursuant to state or Federal law. This passage is mandated by Federal Law and the cost will be passed onto the Facility when applicable.
- d. Quarantine Guarantee. In the event that a Staff member is required to quarantine as a result of any health-related exposure or condition, including but not limited to exposure or transmission of COVID-19, Facility agrees that during the period of the Staff member's quarantine: (a) Facility will continue to pay all associated fees and costs for such Staff member consistent with the Minimum Work Week Guarantee; and (b) Facility will continue pay costs associated with hotel and other housing accommodations for such Staff member throughout the period of quarantine, provided however, that if the quarantine period extends beyond the Staff member's work assignment at Facility, then Facility shall be responsible for paying housing costs for such Staff member for five (5) days after the assignment end date.
- e. California Break Policy. FACILITY acknowledges it is responsible for providing meal and rest breaks in accordance with California state wage and hour regulations. US Nursing will attempt to collect a California Meal Waiver form for the second meal period from all Staff Members assigned to FACILITY. If a Staff Member refuses to waive the second meal period, US Nursing will notify FACILITY. If US Nursing is required to pay the Staff Member a missed meal period penalty, FACILITY will be billed at the applicable hourly rate, plus any applicable penalty.
- f. Market Wage Adjustment; Specialty Staff Requirement. US Nursing agrees to acquire and schedule Staff to work according to FACILITY's specialized needs. The hourly rate(s) specified in this Staffing Agreement include(s) all specialty area requests and is predicated upon US Nursing's compensation of its Staff at a pay rate listed on the Endorsement Page/Rate Sheet, or otherwise agreed upon.
- I) *Commencement.* In securing Staff, US Nursing may determine that job market conditions reasonably require it to adjust the rate of pay upward for some or all job classifications working at FACILITY. In such instance, US Nursing and FACILITY review the rate adjustment request. If the FACILITY agrees to the adjustment the Parties shall amend this Agreement to reflect (i) the Staff job classifications whose wages need to be adjusted at the commencement of the strike on a going forward basis; and (ii) the amount of each adjustment, expressed as an hourly wage rate (the "Market Wage Adjustment").
- II) *Adjustments to Staff.* US Nursing warrants that any adjustment to the hourly rate by operation of the Market Wage Adjustment shall not result in an increase to US Nursing's profit margin.
- g. On Call Assignments.
- I) *On-Call Assignments.* "On-call" shall be those hours in which Staff is required to be available to report to work within thirty (30) minutes of notification. When On-Call Staff are called into work, On-Call pay ceases, and such Staff is then paid 1.5 times the applicable hourly rate for each hour worked during the call-back work period.
- II) *Rate of Pay for On-Call.* For the period of time Staff is On-Call, FACILITY shall pay US Nursing twenty-five dollars (\$25.00) per hour for such Staff.
- h. Holiday Hours. FACILITY shall pay US Nursing either 1.5 times the applicable hourly rate or, if applicable, the Double-time rate listed above for all hours worked by Staff during any FACILITY holidays, as well as any of the following holidays: New Year's Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday hours begin at 7:00 p.m. on the eve of such holiday and last through 7:00 a.m. on the day following such holiday.

5. Change in Job Action Start Date or Strike Duration.

- a. Notification of Job Action Start Date. FACILITY and US Nursing agree to the proposed anticipated Job Action start date set forth in the attached Endorsement Page/Rate Sheet ("Anticipated Strike Date"). FACILITY shall notify US Nursing in writing of any change in the Anticipated Strike Date within 24 hours of such change
- b. Change in Anticipated Job Action Start Date Prior to Issuance of Strike Notice.
 - l) The Anticipated Strike Date may be changed as needed, without additional fees/costs, so long as (a) FACILITY provides US Nursing with written notice of the date change as set forth above; and (b) the new Anticipated Strike Date is no more than ninety (90) days after the original Anticipated Strike Date.
- c. Change in Anticipated Strike Date or Strike Duration after Issuance of Strike Notice but before Staff Deployment.
 - l) Should FACILITY elect to (a) change or delay the Job Action start date or (b) change the strike duration after the issuance of the strike notice but before Staff begins travel to the strike site, upon receipt of notice of such change or delay US Nursing shall charge FACILITY the "Postponement Fee" listed on the Endorsement Page/Rate Sheet for each Staff member identified on the Final Grid, or as such grid has been modified by agreement between the parties.

6. Operations Staff. Upon receipt of a strike notice, US Nursing's operations personnel, including clinical nurse managers, operations and administrative staff ("Operations Staff"), are provided to the FACILITY to manage the Job Action. Such personnel will be available 24 hours per day after receipt of a strike notice through the end of the Job Action. FACILITY is responsible for the travel, lodging, transportation expenses, and labor of said Operations Staff as listed on the Endorsement Page/Rate Sheet.

7. Expenses.

- a. Housing. FACILITY shall be solely responsible for the housing expenses of all Staff and US Nursing's management and Operations Staff at lodging facilities mutually agreeable to FACILITY and US Nursing. Housing expenses may include, but are not limited to, ballroom space, equipment rentals, and catering costs related to US Nursing's onboarding of Staff. US Nursing shall consult with FACILITY on the appropriate location(s) and cost(s) of hotel or other housing units to be provided. USN will utilize security personnel available at the lodging locations. Payment of housing deposit by FACILITY authorizes US Nursing to secure appropriate housing for the Job Action.
- b. Travel and Transportation Costs. FACILITY shall pay US Nursing for all airfare expenses incurred by US Nursing with respect to transporting Staff from their city of origin to the Job Action site, including Staff luggage costs. FACILITY will also reimburse US Nursing for all expenses incurred under US Nursing's mileage policy for any Staff that drives to the Job Action site. In addition, FACILITY will be charged the "Administration Fee" listed on the Endorsement Page/Rate Sheet for all Staff identified in the Final Grid including any replacement Staff needed to maintain FACILITY's order. FACILITY shall also be responsible for all travel costs incurred by US Nursing's management and Operations Staff. FACILITY shall be responsible for payment of all ground transportation charges associated with the Job Action. All pre-Job Action and initial Workweek estimated housing and travel costs shall be due to US Nursing upon FACILITY's receipt of the strike notice.

- c. Background Checks. A background check shall be performed for all Staff as set forth in Exhibit B prior to their start date with the FACILITY. Should FACILITY require US Nursing to conduct background checks with criteria in addition to those required by US Nursing, such criteria must be negotiated and defined on Exhibit B and the incremental additional cost shall be invoiced to FACILITY.
 - d. Physicals, TB and any FACILITY Specific Requirements. Prior to the start date with the FACILITY, US Nursing shall satisfy the requirements in Exhibit B for all staff.
 - e. Per Diem Fee. FACILITY shall be responsible for the payment of a daily per diem fee ("Per Diem Fee") to assist with meals and incidentals while working during the Job Action, at the rate listed in the Endorsement Page/Rate Sheet. In the event Staff does not travel after payment of such amounts are made to US Nursing, such amounts shall be refunded to FACILITY as part of the overall fee reconciliation process.
 - f. Security. FACILITY is responsible for securing the hospital campus and providing a secure parking area for all Staff who choose to drive themselves to the facility, and US Nursing operations staff. Should additional security measures become necessary due to picketing or other union activity outside the hospital campus FACILITY shall be solely responsible for the cost of these services.
 - g. Applicable Taxes. Unless a certificate of exemption is provided to US Nursing, FACILITY shall be responsible for paying US Nursing an additional amount for sales taxes at the rate required by state law. In addition, FACILITY shall be responsible for any applicable gross receipts, general excise/use tax, business and/or occupational taxes at the rate required by state law. These amounts shall be detailed on each invoice submitted to FACILITY.
8. Job Action Settlement Options. If FACILITY wishes to continue to utilize Staff following the settlement of a Job Action, such Staff shall be provided pursuant to a Travel Nurse Staffing Agreement between FACILITY and Fastaff, LLC.

C. ACCESS TO BOOKS AND RECORDS:

- 1. Until the expiration of four (4) years after the furnishing of Staff and services pursuant to this Staffing Agreement, US Nursing shall make available, upon written request, to the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, this Staffing Agreement and any and all books, documents and records of US Nursing that are necessary to certify the nature and extent of the costs associated with this Staffing Agreement.
- 2. If US Nursing satisfies any of its obligations pursuant to this Staffing Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract and any and all books, documents and records of the related organization that are necessary to certify the nature and extent of the costs associated with the services of such subcontractor.
- 3. If US Nursing is requested to make available books, documents or records pursuant to Section C.1. or 2. of this Staffing Agreement, US Nursing shall promptly notify FACILITY of the nature and scope of such request, and shall make available to FACILITY, upon written request and at FACILITY's sole cost and expense, all such books, documents or records.

D. GENERAL:

1. Termination. Prior to FACILITY receiving a strike notice, either party may elect to terminate this Staffing Agreement upon providing the other party with 90 days' prior written notice. FACILITY may terminate this Staffing Agreement upon reaching settlement with the union by giving notice to US Nursing of such settlement and desire to terminate this Staffing Agreement. Notwithstanding the foregoing, in the event that FACILITY fails to make timely payments pursuant to this Staffing Agreement, US Nursing may elect, in its sole discretion, to terminate this Staffing Agreement by providing forty-eight (48) hour written notice to FACILITY of such termination. Such forty eight (48) notice will exclude non banking days.
2. Exclusivity and Use of other Agency Staff. US Nursing shall not have the exclusive right to staff all Shifts vacated by striking personnel. County reserves the right to utilize other staffing agencies, but US Nursing shall have the right to exclusively staff the positions placed as a Final Order with US Nursing. Should US Nursing become unable to fill the order, FACILITY shall provide twenty-four (24) hours to cure, and will then have the right to backfill with other agencies. Nothing in this paragraph shall prohibit FACILITY from obtaining staff from temporary agencies with which FACILITY has had a pre-existing business relationship outside the context of a labor dispute, nor from continuing to use staff who are under travel contracts with FACILITY or any other per diem staff who shall be hired or who is currently on FACILITY's payroll. In addition, nothing in this paragraph shall prohibit FACILITY from hiring permanent or temporary staff replacements on its own payroll.
3. Use of Subcontractors. US Nursing shall notify FACILITY if US Nursing utilizes any subcontractor to satisfy US Nursing's obligations pursuant to this Staffing Agreement.
4. Non-solicitation. To the extent permitted by applicable law, each party agrees not to solicit the employees of the other party for employment, or as independent contractors, at such party's place of business, through an affiliate or as an employee of any other agency during the term of this Staffing Agreement and during the one year period following the termination of this Staffing Agreement.
5. Confidentiality and Exclusivity. FACILITY and US Nursing will maintain the confidentiality and exclusivity of this Staffing Agreement. Each party agrees not to disclose the contents, or provide copies, of this Staffing Agreement to any other person or organization without the express written permission of the other party, except to the extent required by law. Should this document be subject to a subpoena or request for production in any proceeding, the disclosing party agrees to promptly notify the other party so that it may seek a protective order prohibiting or restricting the terms of such production.
6. Indemnification by US Nursing. US Nursing shall indemnify, defend, save, and hold harmless FACILITY, its officers, trustees, employees, attorneys and agents from any and all liability or damage arising out of or related to: (a) the negligent or intentional act or omission of US Nursing, its employees or agents, including Staff assigned by US Nursing to FACILITY pursuant to this Staffing Agreement; (b) US Nursing's breach of this Agreement; (c) US Nursing's violation of applicable law; and (d) any and all employment claims made against US Nursing or US Nursing and FACILITY jointly to the extent such claims are due solely to the negligent or willful acts or omissions of US Nursing.
7. Indemnification by FACILITY. FACILITY shall indemnify, defend, save, and hold harmless US Nursing, its officers, directors, employees, attorneys and agents from any and all liability or damage arising out of or related to: (a) the negligent or intentional acts or omissions of FACILITY or its employees, contractors, or agents; (b) Facility's breach of this Agreement; or (c) Facility's violation of applicable law; provided, however, that this paragraph shall not apply to liability or damage caused or reasonably appearing to have been caused by one or more striking employees or persons acting in concert or sympathy with such striking employees.

8. California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor 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 County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor 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 County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County 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 County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

9. Corporate Good Standing. US Nursing represents that it is duly organized and in good standing under the laws of the State of Colorado.

10. Exclusion Screening of Personnel.

- a. Contractor 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. Contractor 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 Providers on a monthly basis. Contractor further certifies that all directors, managing employees, and owners of five percent interest, or more, in Contractor'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 County reserves the right to audit Contractor's compliance with the screening requirements in this Section.
- b. Contractor agrees to notify the County 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 County, be removed from any responsibility for or involvement in the provision of services under this Agreement. It is the Contractor's obligation to keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Agreement may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or of a Service Provider of a health care offense.
- c. Contractor will indemnify defend, and hold harmless County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor, or Service Providers, or subcontractors.

11. Compliance With All Laws, Including Non-Discrimination, Equal Opportunity, and Wage Theft Prevention.

- a. Compliance with All Laws. Contractor 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.
- b. Compliance with Non-Discrimination and Equal Opportunity Laws. Contractor 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, Contractor 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 Contractor 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.
- c. Compliance with Wage and Hour Laws. Contractor 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.
- d. 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.
- e. Prior Judgments, Decisions or Orders against Contractor. By signing this Agreement, Contractor 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 Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

- f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract. If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor 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. Contractor 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.
- g. Access to Records Concerning Compliance with Pay Equity Laws. In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County 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. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- h. Pay Equity Notification. Contractor 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 Contractor 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 Contractor's Employees and Job Applicants.
- i. 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 County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County 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 Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer Contractor an opportunity to cure the breach.
- j. Subcontractors. Contractor 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.

12. 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, 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.

13. 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.

14. Notices. All notices, demands or other communication permitted or required by this Staffing Agreement shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid at the address listed below, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile or via email, on the date the facsimile transmission or email is confirmed, provided that, on such date,

a separate copy is also delivered pursuant to clause (b) or (c). The addresses and names as indicated below may be changed in the manner provided above for giving notice.

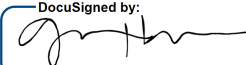
U.S. Nursing Corporation
5700 S. Quebec Street, Suite 300
Greenwood Village, CO 80111
Attn: CFO
Copy to : Contract Department
Phone: 800-736-8773

Santa Clara Valley Healthcare
751 S. Bascom Avenue
San Jose, CA 95128
Attn: Santa Clara Valley Healthcare Chief
Executive Officer

15. Review of Agreement. The parties agree that each party has fully participated in the preparation and drafting of this Staffing Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Staffing Agreement or any amendment hereto.
16. No Third-Party Beneficiaries. The parties do not intend the benefits of this Staffing Agreement to inure to any third party who is not a signatory hereto. This Staffing Agreement shall not be construed as creating any right, claim, or cause of action against either party by any person or entity not a party to this Staffing Agreement.
17. No Joint Venture. It is expressly agreed and understood by the parties hereto that neither party is an agent, partner, or joint venturer with, or of, the other party.
18. Force Majeure: US Nursing shall not be liable for damages hereunder if a delay or default in performing services is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions, wars, airport closures, hurricanes, flooding, tornadoes or other extreme weather conditions preventing Staff from arriving or working the Job Action, or any other cause beyond US Nursing's reasonable control. A strike action shall not be a force majeure excusing nonperformance by US Nursing.
19. Governing Law. This Staffing Agreement shall be constructed in all respects according to the laws where FACILITY is located.
20. Severability. To the extent that any provision of this Staffing Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited, and the remainder of this Staffing Agreement shall remain in full force and effect.
21. Headings. The inclusion of headings in this Staffing Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.
22. Waiver; Modification. No provisions of this Staffing Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties.
23. Entire Agreement. From and after the effective date, this Staffing Agreement shall supersede all prior agreements, negotiations and understandings of any kind with respect to the subject matter hereof and constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.
24. Counterparts. This Staffing Agreement may be executed in two or more original counterparts, each of which shall constitute an original and both or all of which together shall constitute but one and the same instrument. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. Signatures may be exchanged by telecopy or pdf/email and each party agrees that it will be bound by its telecopied or pdf/emailed signature and that it accepts the telecopied or pdf/emailed signature of the other party.

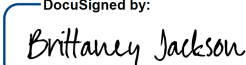
25. Effective Date. This Staffing Agreement is effective as of the effective date stated on the executed Endorsement Page/Rate Sheet, and shall be in effect for one year from that date unless terminated earlier.
26. Contract Execution. Unless otherwise prohibited by law or County policy, the parties 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 County.
27. RESERVATION OF RIGHTS BY FACILITY.
Notwithstanding any provision in this Agreement to the contrary (including without limitation section 7 of Exhibit A), Facility reserves the right to deliver or withhold delivery of the Strike Notice to Contractor, in Facility's sole and absolute discretion. Facility shall have no obligation to pay Contractor under this Agreement unless and until: (1) Facility delivers the Strike Notice to Contractor and (2) Facility completes Facility's first wire transfer); provided, however that Contractor's obligations shall not commence until Facility delivers the Strike Notice to Contractor and Facility completes Facility's first wire transfer. Facility agrees to provide Contractor with the Strike Notice and Facility's first wire transfer (or Promissory Note to pay next business day) within 24 hours of receipt of Strike Notice or Contractor reserves the right to modify or decline the Order.

Santa Clara Valley Healthcare

DocuSigned by:

24ED93D3C9864F9 2/23/2024
Signature Date

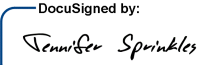
Greta S. Hansen, Chief Operating Officer
Name and Title

U.S. Nursing Corporation

DocuSigned by:

53066771D7C3450 2/22/2024
Signature Date

Brittany Jackson, Senior Vice President
Name and Title

Approved as to Form and Legality

DocuSigned by:

6BD1532743364D4 2/23/2024
Signature Date

Jennifer Sprinkles, Lead Deputy County Counsel
Name and Title

ATTACHMENT A

FACILITY LIST

O'Connor Hospital
2105 Forest Ave
San Jose, CA 95128

St. Louise Regional Hospital
9400 No Name Uno
Gilroy, CA 95020

Santa Clara Valley Medical Center
751 S. Bascom Avenue
San Jose, CA 95128

Any other site provided to US Nursing in writing by Facility which is owned and operated by Facility.

EXHIBIT A
Endorsement Page/Rate Sheet
Santa Clara Valley Healthcare
Effective February 19, 2024

In accordance with the U.S. Nursing Job Action Staffing Agreement entered into by Santa Clara Valley Healthcare and U.S. Nursing Corporation, the parties do hereby agree as follows:

1. Offer Expiration. The terms of this Staffing Agreement and Endorsement Page/Rate Sheet are based on the Anticipated Strike Date identified below and are valid for execution until the Offer Expiration Date, at which time thereafter if unsigned they shall expire rendering this entire Staffing Agreement void at US Nursing's sole election. Should US Nursing elect to honor the terms of this Staffing Agreement past the Offer Expiration Date the fees listed below shall be subject to change.

2. Dates.

Offer Expiration Date: February 23, 2024
Anticipated Strike / Job Action Date: February 29, 2024
Initial Grid Due Date: February 19, 2024- received
Final Grid Due Date: Within 24 hrs of Strike Notice

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Payments.

PRIOR TO STRIKE NOTICE	SECTION	DUE DATE	AMOUNT
Retainer	B.1.a	Due upon execution	[REDACTED]
Preparation Fee – Option A (90 day Coverage window)	B.1.b. I	Due upon receipt of <u>Strike Notice.</u>	[REDACTED]
Costs for Background Checks and Drug Screen	B.1.c	Due upon receipt of <u>Strike Notice.</u>	[REDACTED]
UPON RECEIPT OF STRIKE NOTICE AND PRIOR TO JOB ACTION START DATE	SECTION	DUE DATE	AMOUNT
Initial Staff Labor Deposit	B.1.e	Due upon strike notice	[REDACTED]
[REDACTED]	B.7.a/b	Due upon strike notice	[REDACTED]
[REDACTED]	B.1.d	Due upon strike notice	[REDACTED]
Staff Labor Deposit	B.1.e	Due 1 day prior to Staff deployment	[REDACTED]

Per Diem Fee	B.7.e	Due 1 day prior to Staff deployment	
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SUBSEQUENT WEEKS OF JOB ACTION	SECTION	DUE DATE	AMOUNT
Subsequent Week Estimated Labor Invoice (if strike last longer than 1 st week)	B.2	Due first day of each subsequent workweek	

SUBSEQUENT WEEKS OR FOR CHANGE/DELAY IN JOB ACTION	SECTION	DUE DATE	AMOUNT
	B.1.b.II	Due the 1 st of each month beginning 90 days after payment of Preparation Fee	
<i>Applies if (1) Job Action is delayed after issuance of strike notice but before staff is deployed.</i>	B.5.c	Due upon notice of delay or change	
<i>Applies if a Job Action is longer than 2 weeks.</i>	B.2.c	Due Week 3 of Job Action and each week thereafter until end of Job Action	

Fee Increase. Per Section B.1.f of the Staffing Agreement, should US Nursing elect to honor the terms of this Staffing Agreement past the Offer Expiration Date set forth above, the Preparation Fees may increase to \$500 in total per Staff member.

Santa Clara Valley Healthcare

U.S. Nursing Corporation

Signature _____ Date _____

Signature _____ Date _____

Name and Title _____

Name and Title _____

EXHIBIT B**US Nursing Standard File Requirements**

- Employment Profile
- Skills Checklists
 - Unit Specific Skills Checklist w/in 1 year
- Signed Background Check Letter – Including statement of searches completed and/or initiated.
 - SSN Verification, Enhanced Nationwide Criminal Search (7 years), FACIS Level 3 Search (includes OIG & SAM), National Sex Offender Database Search.
- Certifications
 - BLS, ACLS, PALS, NRP, ENPC, TNCC, etcetera (as required by specialty)
- Primary Source Verification of State License
- Evaluation
 - One evaluation within specialty from an RN or higher w/in 2 years.
- Physician's Statement or Physical w/in 1 year.
- 10 Panel Drug Screen w/in 1 year.
- It is the responsibility of US nursing to ensure that all their employees have completed the Employee health clearance requirements as noted below prior to start of their contract at SCVH and signed attestation.
- TB screening completed within the last 12 months prior to start of their contract, which includes a negative TB tests (TST/QFT/T Spot).
 - If TB test is positive or there is a history of positive TB:
 - A normal Chest X-Ray completed after the date of documented positive TB test and if chest x-ray is abnormal, clinical clearance obtained.
- Rubella
 - Proof of Positive Titer or 1 Vaccine
- Rubeola
 - Proof of Positive Titer or 1 Vaccine
- Mumps
 - Proof of Positive Titer or 1 Vaccine
- Varicella
 - Proof of Positive Titer or 1 Vaccine
- Hepatitis B
 - Proof of Positive Titer or Completed Hepatitis B Vaccine Series as per the manufacture or Declination.
- Tdap Vaccination w/in 10 years or Declination.
- Flu Vaccination (for current season) or Declination

Exhibit C
INSURANCE REQUIREMENTS FOR
LOCUM TENENS AND STAFFING SERVICES CONTRACTS

Insurance

The Contractor 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, the Contractor 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.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor 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 County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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 County'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 County 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.

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. Personal Injury	-	\$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

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 the contractor 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.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor 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. Contractor shall provide Workers' Compensation coverage in accordance with the laws of the state exercising jurisdiction over Contractor's employees. County acknowledges and agrees that such coverage applies to Contractor's employees only. Contractor does not provide Workers' Compensation insurance for the independent contractor Health Professional furnished hereunder. Under no circumstances will the County be responsible for Workers' Compensation coverage for the Health Professional. (If the Locum Tenens Provider(s) is an independent contractor of the Contractor Workers' Compensation and Employer's Liability Insurance are not required for the Provider.)
 - b. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - c. 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 extend to the Locum Tenens Provider(s) through the Professional Errors and Omissions Liability Insurance secured by the Contractor. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (3,000,000) aggregate.

- b. If coverage contains a deductible or self-retention, it shall not be greater than one hundred thousand dollars (\$100,000) 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 the Consultant'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 the Contractor and any approval of said insurance by the County 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 the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors 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, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

AMENDMENT 1**to****JOB ACTION STAFFING AGREEMENT****between****U.S. NURSING CORPORATION AND COUNTY OF SANTA CLARA, dba SANTA CLARA VALLEY HEALTHCARE**

This Amendment 1 ("Amendment") is by and between County of Santa Clara, dba Santa Clara Valley Healthcare ("Facility" or "County") and U.S Nursing Corporation ("U.S Nursing" or "Contractor") and is effective March 31, 2024. This Amendment shall be incorporated into the Job Action Staffing Agreement entered by County of Santa Clara ("County") and U.S Nursing ("U.S Nursing") dated February 19, 2024 ("Job Action Staffing Agreement") as if fully set forth therein. In the event of a discrepancy between the language in this Amendment and the language in the Agreement, the language in this Amendment shall prevail.

WHEREAS, County of Santa Clara engaged U.S Nursing to provide additional staff for a potential Job Action via Job Action Staffing Agreement dated February 19, 2024.

WHEREAS, County wishes to change the workweek hours of Job Action Staff and have the ability to have additional Staff in place after the Job Action.

NOW THEREFORE, the parties agree as follows:

1. Economic Terms.

- 1.1. **Hourly Rate.** County of Santa Clara shall pay U.S. Nursing in accordance with the below terms to Amend the Job Action Staffing Agreement:
 - 1.1.1. Staff: 48-hour workweek for Job Action Staff (with such 48 hours being comprised of three 12 hour shifts of clinical work plus one 12 hour shift of orientation, and acknowledging said 12 hour shifts are a minimum of 12 hours and some Staff may work longer). References in Exhibit A, Section 6 of the Job Action Staffing Agreement to a minimum of 5 shifts per week and 5 shifts in subsequent weeks are hereby deleted and of no force and effect.
 - 1.1.2. Post Job Action Staff to stay onsite for one guaranteed 12-hour shift on April 5, 2024 (Post Job Action Staff are currently estimated to number approximately 33, not the total of approximately 1,000 utilized as part of the Job Action Staff). The County shall have the right to place its Post Job Action Staff order by providing an Excel file to U.S. Nursing setting forth the number of staff (with shift and unit assignments) required by the County. Post Job Action Staff order to be placed no later than 12:00pm Pacific Time on April 1, 2024.
 - 1.1.3. Bill Rates will be per the terms of the Endorsement Page/Rate Sheet, Ex A, February 19, 2024.
- 1.2. **Locations.** In the event of a Job Action, the rates listed in 1.1. shall only apply at the following locations:
 - 1.2.1. O'Connor Hospital, 2105 Forest Ave, San Jose, CA 95128
 - 1.2.2. St. Louise Regional Hospital, 9400 No Name Uno, Gilroy, CA 95020
 - 1.2.3. Santa Clara Valley Medical Center, 751 S. Bascom Avenue, San Jose, CA 95128

Approved: 04/16/2024

- 1.2.4. Any other site provided to U.S. Nursing in writing by County which is owned and operated by County.
- 1.3. **Staff.** Additional Staff positions provided pursuant to this Amendment shall be filled by U.S Nursing Corporation Staff remaining onsite.
2. **Termination.** This Amendment shall automatically terminate on April 6, 2024 after the end of a Job Action or the settlement of a potential Job Action.
3. This Amendment is the complete and exclusive understanding of the parties regarding the subject matter herein, and supersedes all prior and contemporaneous communications between them, whether oral or written, concerning the subject matter hereof. No part of this Amendment may be waived or modified without the written consent of both parties. This Amendment may be executed in counterparts, each of which shall be deemed an original. The parties may execute and exchange this Amendment by imaged copy or facsimile transmission.

AGREED:

COUNTY OF SANTA CLARA dba SANTA
CLARA VALLEY HEALTHCARE

DocuSigned by:
By: James R. Williams
74FCE0CB79FA478...

Name: Jame R. Williams

Title: County Executive

AGENCY: U.S. NURSING CORPORATION

DocuSigned by:
By: Marc Bonora
C50183027EBE48C...

Name: Marc Bonora Marc Bonora

Title: General Counsel _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Jennifer Sprinkles
6BD1532743364D4...

Name: Jennifer Sprinkles

Title: Deputy County Counsel

CONTINGENCY STAFFING AGREEMENT

between



and



February 21, 2024

Approved: 04/16/2024



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 to 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.



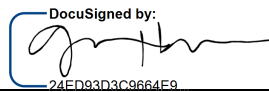
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W. RESERVATION OF RIGHTS BY CLIENT.

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.



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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)	
	<div> <div>◇ Registered Sex Offender</div> <div>◇ County & Federal Criminal</div> </div>	<div> <div>◇ SSN + OIG</div> <div>◇ Within 1 year</div> </div>
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.



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:

Date of Board of Supervisors Meeting

April 16, 2024

When Agreement/Amendment Will Be Considered:

Legislative File No.:

24-5366

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name

Healthcare Staffing Solutions, Inc.

(include d/b/a if applicable):

Title or Short Description of Agreement:

Contingency Staffing Agreement

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☒ (If no subcontractors, no Levine Act Subcontractor Forms are needed.)

(Continue to page 2)



Levine Act Contractor Form:
Identification of Subcontractors and Agents
Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☒

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Brian McInnes

VP Business Development

Printed Name

Title

04-09-24

Contractor’s Authorized Representative Signature

Date

¹ California Code of Regulations section 18438.3 states:

- (a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.
- (b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”
- (c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:
 - (1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:
 - (A) The work is performed pursuant to the person’s profession; and
 - (B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or
 - (2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:

Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	April 16, 2024
Legislative File No.:	24-5366

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name (include d/b/a if applicable):	U.S. Nursing
Title or Short Description of Agreement:	Contingency Planning

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☒ (If no subcontractors, no Levine Act Subcontractor Forms are needed.)

(Continue to page 2)



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3ⁱ](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☒

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Rachel Brekken Urosevich

EVP Finance

Printed Name

Title

Rachel Brekken Urosevich

4/15/2024 | 6:39 PM MDT

Contractor’s Authorized Representative Signature

Date

ⁱ California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



24-5366

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Paul Lorenz, Chief Executive Officer, Santa Clara Valley Healthcare

SUBJECT: Replacement Nurse and Ancillary Services Staffing Agreements

RECOMMENDED ACTION

Consider recommendations relating to replacement nurse and ancillary services staffing agreements. (LA-1)

Possible action:

- a. Ratify Agreement with U.S. Nursing Corporation relating to providing replacement nurse staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The Agreement was executed under the County Executive's delegated authority under Board Policy 5.3.5.1.
- b. Ratify First Amendment to Agreement with U.S. Nursing Corporation relating to providing replacement nurse staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The First Amendment was executed under the County Executive's delegated authority under Board Policy 5.3.5.1. (LA-1)
- c. Ratify Agreement with Healthcare Staffing Solutions, Inc. (HSS) relating to providing replacement ancillary services staffing during the County nurses' strike between April 2 and 5, 2024, that has been reviewed and approved by County Counsel as to form and legality. The Agreement was executed under the County Executive's delegated authority under Board Policy 5.3.5.1. (LA-1)

FISCAL IMPLICATIONS

The recommended action involves two agreements for temporary staffing during the Registered Nurses Professional Association (RNPA) strike that took place between April 2 and 5, 2024: one with U.S. Nursing Corporation for replacement nursing staff, totaling approximately \$16,700,000, and another with Healthcare Staffing Solutions for replacement ancillary services staff, totaling approximately \$5,000,000. Contracting for these temporary staff was vital to ensuring the County would be able to maintain safe, high-quality healthcare across the County's hospitals and clinics throughout the strike, while also protecting the

Approved: 04/16/2024

rights of employees and labor organizations to participate in organized labor actions.

These contracts will increase the projected SCVH budget deficit for FY 2023-2024 and thus need to be addressed by reducing other expenditure appropriations in SCVH or increasing General Fund Investment.

REASONS FOR RECOMMENDATION AND BACKGROUND

On October 31, 2023, the County's contract with RNPA expired. The County has bargained in good faith with RNPA since August 17, 2023, to reach an agreement on a successor Memorandum of Agreement.

Despite the County offering economic proposals to remain competitive with area hospitals, and both parties reaching a tentative agreement on workplace safety and violence prevention, RNPA informed the County on March 22, 2024, that its members would strike between 4:59 AM on Tuesday, April 2, 2024, and 6:59 AM on Friday, April 5, 2024.

The County engaged in discussions with several strike staffing companies, leading to agreements with U.S. Nursing Corporation and HSS. Both strike staffing contracts were executed using the County Executive's delegated authority under Board policy 5.3.5.1. The U.S. Nursing Corporation Agreement was amended also using the County Executive's delegated authority under Board policy 5.3.5.1. In accordance with that policy, the agreements and amendment are being presented for Board ratification.

The County remains committed to bargaining in good faith with RNPA for a successor labor agreement, prioritizing the vital work of nursing staff in northern California's largest public hospital and clinic system.

CHILD IMPACT

The recommended action will have a positive impact on children and youth.

SENIOR IMPACT

The recommended action will have a positive impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

Failure to approve this recommendation could result in incomplete compliance by the County with Board policy.

STEPS FOLLOWING APPROVAL

Upon approval, the Clerk of the Board will notify Adrian M. Garcia at adrian.m.garcia@hhs.sccgov.org.

ATTACHMENTS

- U.S. Nursing Corporation Agreement - Redacted
- U.S. Nursing Corporation First Amendment
- Healthcare Staffing Solutions Inc. Agreement
- HSS Levine Act Contractor Form
- U.S. Nursing Levine Act Contractor Form