

**VENTURA COUNTY BEHAVIORAL HEALTH
MENTAL HEALTH SERVICES**

CONTRACTOR: MAXIM HEALTHCARE STAFFING SERVICES, INC.

PROGRAM: MEDICAL PERSONNEL RECRUITING SERVICES

FY 2020- 2021

AGREEMENT

This Agreement is made and entered into as of this 1ST day of July 2020 by and between the COUNTY of VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and MAXIM HEALTHCARE STAFFING SERVICES, INC., hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

1. TERM. This Agreement shall be for the term beginning July 1, 2020 and ending June 30, 2021, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2020-21. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary approvals by the Ventura County Board of Supervisors, this Agreement may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods.
2. NOTICE. Notice shall be deemed to have been served when it is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

TO COUNTY

Ventura County Behavioral Health
Contracts Administration Unit
1911 Williams Drive, Suite 200
Oxnard, CA 93036

TO CONTRACTOR

Maxim Healthcare Staffing Services, Inc.
12558 Collections Center Drive Chicago,
IL 60693
-and-

Matthew Amerault
Maxim Healthcare Staffing Services, Inc.
500 E. Esplanade Drive Suite 335
Oxnard, CA 93036

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

3. DIRECTOR. As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health Department.

4. **LAWS AND REGULATIONS.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California. CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations which may include, but are not necessarily limited to, the applicable provisions of the California Welfare and Institutions Code; California Health and Safety Code; California Business and Professions Code; California Code of Regulations, titles 9 and 22; Code of Federal Regulations, title 42; Medi-Cal/Medicaid and Medicare laws, requirements, and regulations, including applicable subregulatory guidance and contract provisions; and any other Federal, State, and COUNTY policies and procedures, rules, ordinances, directives, manuals, policy letters, and guidelines, including the California State Department of Health Care Services Cost Reporting Data Collection Manual, Health Care Finance Administration requirements, information notices, and any amendments or changes thereto which may replace applicable existing laws, statutes, and regulations in carrying out the requirements of this Agreement.
5. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide services in the type and manner described in Exhibit "A" PROGRAM DESCRIPTION, attached hereto and incorporated herein by this reference.
6. **STATUS OF CONTRACTOR.**
 - A. It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of the COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY and State harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
 - B. It is further understood and agreed by the parties hereto that, except as otherwise provided, CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
 - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.
 - D. CONTRACTOR agrees to hold harmless both the State and beneficiaries in the event the COUNTY cannot or shall not pay for services performed by CONTRACTOR pursuant to this Agreement.
7. **CONFLICT OF INTEREST.** CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR acknowledges and agrees to comply with all applicable State and Federal laws and regulations governing conflicts of interest, including, but not limited to, the Political Reform Act, California

8. NON-DISCRIMINATION IN EMPLOYMENT.

- A. CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The Contractor and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's and any subcontractors obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of the CONTRACTOR commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further federal, state and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the COUNTY or DHCS, the CONTRACTOR may request in writing to the COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of the COUNTY, State and of the United States.

9. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

- A. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. parts 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation or mental or physical handicap or disability. The CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.3 (d)(3).
- B. CONTRACTOR shall comply with the provisions Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- D. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

- E. CONTRACTOR'S nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- F. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to Medi-Cal beneficiaries with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal enrollees with physical or mental disabilities. Facility access for the handicapped must comply with section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act (42 U.S.C. § 121101 et seq.).
- G. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:
- 1) denying any eligible beneficiary any covered service or availability of a facility;
 - 2) providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
 - 3) subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
 - 4) restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
 - 5) treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
 - 6) assigning times or places for the provision of services to the eligible beneficiary; and
 - 7) providing hours of operation that are less than the hours of operation offered to commercial enrollees or non-Medi-Cal beneficiaries.
- H. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of color, race, gender, gender identity, marital status, national origin, religion, sexual orientation, age, or physical or mental handicap or disability made directly to CONTRACTOR, must be communicated in writing to COUNTY within 5 days of receipt of any such complaint.
- I. CONTRACTOR's non-discrimination policy shall include a statement that clients' complaints alleging discrimination pursuant to this section may be made directly to COUNTY's Patient Rights Advocate. COUNTY shall inform CONTRACTOR in writing within 5 days of receipt of any such complaint.
- J. CONTRACTOR shall provide an atmosphere free of harassment for employees, clients and volunteers.

10. INDEMNIFICATION AND HOLD HARMLESS

All activities and/or work covered by this Agreement will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property include, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.

B. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.

C. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. The County of Ventura, is to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.

- E. Contractor agrees to waive all rights of subrogation against the County of Ventura, its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G. CONTRACTOR agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. CLAIMS MADE INSURANCE

If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

- 13. DELEGATION AND ASSIGNMENT. Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void, and may cause immediate termination of this Agreement. In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall fulfill the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors, and which include provisions to verify, by sampling or other methods, whether the services rendered by a subcontractor were received by a beneficiary. Any subcontract shall include, in each subcontract, all provisions that COUNTY requires by way of this Agreement. No subcontract shall terminate the legal responsibility of CONTRACTOR to COUNTY to assure all the activities and obligations under this Agreement will be carried out. For subcontractors that do not perform satisfactorily, CONTRACTOR will remedy the noncompliance in a manner acceptable to COUNTY. Noncompliance may be remedied through a plan of correction or by revoking the delegation of activities, obligations, or reporting requirements. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any noncompliance.
- 14. ALTERATION. Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 15. SUCCESSORS. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.

16. NO WAIVER. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant or condition.

17. TIME. Time is of the essence of this Agreement.

18. DISPUTES. Any disputes under the term of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the designated representative of each party for resolution. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable period of time, estimated to be within thirty (30) working days. If the parties are unable to reach a resolution of the problem within a reasonable period of time, either party may assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the dispute.

19. TERMINATION

- A. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- B. After the giving of notice of Termination CONTRACTOR shall: 1) Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination. 2) If appropriate, assist COUNTY in affecting the transfer of clients in a manner consistent with the best interest of the clients' welfare.
- C. Any other provision of this Agreement to the contrary, notwithstanding, this Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:
 - 1) The appropriate office of the State of California indicates that this Agreement or any portion hereof is not subject to reimbursement under law;
 - 2) If applicable, grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
 - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
 - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
 - 5) Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
 - 6) A material breach according to the Business Associate Agreement, Exhibit C, Section V. (b);
 - 7) The CONTRACTOR is found not to be in compliance with and breaches and/or defaults in the performance of any or all of the terms and conditions of this Agreement, Federal, State, and local laws, regulations and directives with respect to the provision of services hereunder, or directions by or on behalf of COUNTY issued pursuant hereto.
- D. COUNTY'S failure to exercise the aforementioned rights of termination shall not constitute a waiver of any of its rights. Such rights may be exercised at any subsequent time.

- E. Should the Agreement between CONTRACTOR and COUNTY be terminated during the term of this Agreement, COUNTY shall not be responsible for payment for services of CONTRACTOR rendered after the termination of the Agreement. In the event of termination of this Agreement, as specified herein, CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement.
- F. From and after the expiration or termination of this Agreement, rights, obligations, and continuing duties arising prior to such date shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records, and confidentiality, pay costs, allow access to records, and indemnify or hold harmless shall survive.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

20. LICENSES, CERTIFICATIONS, AND STAFFING

- A. CONTRACTOR warrants that it and all of its officers, employees, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditations, certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider when Short-Doyle/Medi-Cal services are provided hereunder), and mental health program approval, as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. CONTRACTOR will conduct monthly verification of its officers', employees', and agents' licenses prior to service delivery to ensure that a provider's license has not expired and has no current limitations. CONTRACTOR will submit a monthly report to COUNTY on the 1st business day of each month that demonstrates that all CONTRACTOR's officers', employees', and agents' licenses are current and without limitation. The monthly report will contain the: (1) employee name, (2) employee position, (3) licensure, (4) license number, (5) license expiration date, (6) date license verified, (7) status of licensure, and (8) supporting documentation verifying the license was checked. Failure to maintain licenses, permits, registrations, accreditations, or certificates shall be deemed a breach of this Agreement and will constitute grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR agrees to provide professional personnel, in accordance with all applicable laws, regulations, and any other requirements, including all amendments thereto, issued by appropriate Federal, State, and COUNTY governmental agencies. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for the provision of services hereunder, and if applicable, as indicated in CONTRACTOR'S written proposal for services under this Agreement as approved by COUNTY. Such staff shall be qualified in accordance with all applicable laws and regulations.
- C. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor or administrator of CONTRACTOR loses any license, certification or permit required for that person to be fully qualified to provide such services under the California Code of Regulations or other state or federal laws or regulations.

- D. CONTRACTOR shall make available to COUNTY annually, within 60 days of each new fiscal year and upon request, a list of the personnel who shall provide services under this Agreement. This list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule, and experience of each person providing services under this Agreement.
- E. CONTRACTOR shall disclose and provide to COUNTY upon request, information which specifies the current compensation and benefits of all staff (including directors) under this Agreement.

21. OPERATION AND ADMINISTRATION

- A. CONTRACTOR or the Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments shall be maintained and retained by CONTRACTOR and made available for review and/or inspection by COUNTY at reasonable times during normal business hours.
- B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all public information which is material to the performance of this Agreement.
- C. This Agreement shall be administered on behalf of COUNTY by the DIRECTOR or designee. The DIRECTOR or designee is authorized to take such actions in administering this Agreement on behalf of COUNTY as may be necessary or appropriate, including, by the way of example, but without limitation, agreeing to extensions of this Agreement on behalf of COUNTY, approving non substantive changes, and giving notices of termination. CONTRACTOR shall designate a person who shall function as a liaison with COUNTY regarding CONTRACTOR'S performance hereunder.

22. PATIENTS'/CLIENTS' RIGHTS. CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions, including, but not limited to, California Welfare and Institutions Code section 5325 et seq., California Code of Regulations, titles 9 and 22, and 42 C.F.R. part 438.100. Further, CONTRACTOR shall comply with all patients'/clients' rights policies provided by COUNTY. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. Client information materials ("Ventura County Mental Health Plan Beneficiary Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."

23. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with the confidentiality and disclosure provisions of applicable law including, but not limited to, Welfare and Institutions Code, Sections 5328 through 5330, inclusive, and all other applicable COUNTY, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, pertaining to confidentiality. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records.

24. PROGRAM MONITORING AND REVIEW.

- A. Pursuant to Welfare and Institutions Section 5608 and California Code of Regulations Title 9, Section, 521 services hereunder shall be provided by CONTRACTOR under the general direction and monitoring of the DIRECTOR, or authorized designee.
- B. CONTRACTOR shall permit, at any time during normal business hours, personnel designated by the DIRECTOR to come on CONTRACTOR's premises or facilities for the purpose of making periodic inspections and monitoring of services under this Agreement. CONTRACTOR shall furnish COUNTY with all information as COUNTY may require to evaluate fiscal and clinical effectiveness of the services being rendered under this Agreement and to ensure no fraud, waste, or abuse is occurring or has occurred in the delivery of services to beneficiaries.
- C. DIRECTOR or designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY.
- D. In monitoring its service delivery and program operations, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse, and which include provisions to verify, by sampling or other methods, whether the services rendered by CONTRACTOR or any subcontractor were received by a beneficiary.
- E. CONTRACTOR agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services under this Agreement. CONTRACTOR will complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement and required by COUNTY to meet its obligations under its contract with the Department of Health Care Services.
- F. If CONTRACTOR is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be developed and CONTRACTOR will be given a specified period to correct the non-compliance or unsatisfactory performance. Should CONTRACTOR fail to remediate any non-compliance or unsatisfactory performance, CONTRACTOR may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

25. QUALITY ASSURANCE. CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health letters and memorandums, Ventura County Behavioral Health Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its quality assurance plan, to Ventura County Behavioral Health Quality Management Services for review.

26. DUTY TO REPORT INCIDENTS TO COUNTY. CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Manager of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client or staff safety, and/or COUNTY property which occurs in connection with

CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement. Notification shall be sent directly to the assigned Behavioral Health Contract Manager.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC 624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notification provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited. CONTRACTOR shall promptly provide additional information to COUNTY regarding such incidents upon COUNTY's request.

27. **FEDERAL SALARY RATE CAP.** CONTRACTOR agrees that no federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$197,300 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.

28. **RECORDS.** CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement. Records and documents include, but are not limited to, all physical and electronic records and documents, including working papers, books, records, contracts, computer or other electronic systems, reports, financial records, documents of account, beneficiary records, prescription files, human resource records, subcontracts, and any other documentation pertaining to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

A. **Patient/Client Records.** CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.

B. **Financial Records.** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, procedures set out in the State Department of Mental Health Cost Reporting/Data Collection Manual, Short-Doyle/Medi-Cal requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.

- C. Service Records. CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. Retention of Records. Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of 10 years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of a minor, all patient/client records and psychologist records shall be retained either for one (1) year past the patient's eighteenth (18th) birthday, for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

29. PAYMENT. CONTRACTOR shall be paid in accordance with Exhibit "B" PAYMENT TERMS, attached hereto and incorporated herein by this reference.

30. REPORTS

- A. CONTRACTOR shall provide reports as required by the DIRECTOR or by the State regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. CONTRACTOR shall promptly report: (1) any potential fraud, waste, or abuse or (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.
- B. CONTRACTOR shall participate in the Ventura County Behavioral Health (VCBH) Management Information System, as required by DIRECTOR. CONTRACTOR shall report to COUNTY, all program, patient/client, staff, and other data and information about CONTRACTOR'S services, within the specified time periods as required by COUNTY, and in accordance with any other COUNTY requirements.
- C. CONTRACTOR shall without additional compensation, comply with any and all reporting requirements established by Federal, State, COUNTY, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- D. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR'S actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
- E. CONTRACTOR shall provide COUNTY with a copy of any State or Federal audit in connection with the services provided under this Agreement within 30 days of receipt, and also a copy of CONTRACTOR'S response to the audit, such as a Plan of Correction, at the time the report is submitted to the auditing agency.

31. FINAL SETTLEMENT; AUDIT OF SERVICES.

A. CONTRACTOR'S performance and reported delivery of service will be subject to audit, verification, monitoring and program review. COUNTY may, in its sole discretion, perform periodic fiscal and/or program review(s)/audits of CONTRACTOR'S records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).

B. CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR as a result of any audit or review disallowance under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or review disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:

1. Paid in one cash payment
2. Paid by cash payment (s) over a period determined by COUNTY.
3. Deducted from future claims over a period determine by COUNTY.
4. Deducted from any amounts due whether under this Agreement or otherwise.
5. A combination of any or all of the above

32. SINGLE AUDIT/AUDIT. If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a CFDA number- see CFDA.gov) in a fiscal year, CONTRACTOR agrees to obtain a Single Audit report from an Independent CPA in conformity with the provisions of the Single Audit Act of 1984, as amended in 1996 and the United State Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to VCBH Contracts Administration, VCBH Fiscal, and the Ventura County Auditor Controller's within 180 days of the Fiscal year end. Any extension for the due date should be approved in writing by the VCBH Contracts Administration. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

33. DRUG-FREE WORKPLACE CERTIFICATION. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and will provide a drug-free workplace doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be take against employees or violations, as required by Government Code Section 8355 (a).

- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a), to inform employees about all of the following:
1. the dangers of drug abuse in the workplace,
 2. the CONTRACTORS policy of maintaining a drug-free workplace,
 3. any available counseling, rehabilitation and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement;
1. will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 2. will agree to abide by the terms of the CONTRACTOR'S statement, as a condition of employment and Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future contracts if the COUNTY determines that any of the following has occurred; (1) the CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

34. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE. CONTRACTOR agrees to comply with applicable federal, state and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within 90 days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within 60 days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.
35. SEVERABILITY OF AGREEMENT. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
36. CUMULATIVE REMEDIES. The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
37. PRIOR AGREEMENTS. This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
38. CONTAMINATION AND POLLUTION. CONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted

due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.

39. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.

- A. CONTRACTOR hereby acknowledges that the County of Ventura (COUNTY) has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Medical Center (VCMC) and certain of its contractors.
- B. CONTRACTOR agrees that VCMC's Code of Conduct will be provided to all of Contractor's employees who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another federal program and (ii) for which the COUNTY seeks reimbursement.
- C. CONTRACTOR further agrees to obtain and retain, and make available upon reasonable request, to the COUNTY and to the Office of Inspector General of the US. Department of Health and Human Services, certifications that each Covered Individual has received, read and understands the Code of Conduct and agrees to abide by the requirements of VCMC's Compliance Program. Such certificates shall be in the form attached hereto as Exhibit "C", CODE OF CONDUCT.

40. FACILITIES. CONTRACTOR and its employees, contractors, and subcontractors shall use COUNTY facilities for the sole use of fulfilling CONTRACTOR's obligations and scope of work as described in Exhibit "A" and shall not make any alterations in or about the COUNTY's facilities, without COUNTY's prior written consent. CONTRACTOR shall maintain a log of all keys and require the return of any keys used by staff that has left the employment of the CONTRACTOR. All keys and opening devices will be delivered to the COUNTY upon vacating the premises.

41. COMMUNICATIONS.

Regulatory Agency Inspections and Visits

CONTRACTOR will notify the program liaison within 48 hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of their program and/or facility and the nature of the inspection. A copy of any written findings will be sent to COUNTY within 72 hours of receipt.

Unscheduled Regulatory Agency Inspections and Visits

CONTRACTOR will notify the program liaison within 48 hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to COUNTY within 72 hours of receipt.

Communications

Copies of any regulatory agencies findings, notices of deficiencies, health and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to COUNTY within 72 hours of receipt.

42. CONTRACT REDUCTION. In the event that the Board of Supervisors, County Executive Officer, VCBH Director ~~to~~ implement reductions to the current fiscal year budget or in the event any of the funding sources for this contract implement reductions, the VCBH Director or Designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH Director or designee.

43. **CRIMINAL BACKGROUND AND FINGERPRINTING CHECKS.** Any person providing services under this Agreement must consent to criminal background checks including fingerprinting when required to do so under State law or upon request from the State Department of Health Care Services (DHCS). Any person providing services under this Agreement must submit a set of fingerprints, in a form and manner to be determined by DHCS, within 30 days upon request from DHCS. This Agreement shall be terminated if any individual or entity described by this section does not submit timely and accurate information and cooperate with the screening methods described above. Any individual or entity described by this section found to have been convicted of a criminal offense related to that person or entity's involvement with government programs will not be allowed to provide services under this Agreement and/or the Agreement shall be terminated.
44. **SOCIAL SECURITY ADMINISTRATION DEATH MASTER FILE.** CONTRACTOR shall verify that its principals, employees, and subcontractors are not listed on the Social Security Administration's Death Master File prior to: (1) contracting, (2) employing staff, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, and upon request of COUNTY.
45. **NATIONAL PLAN AND PROVIDER ENUMERATION SYSTEM (NPPES).** CONTRACTOR shall confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, persons with ownership or control interest, and managing employee/agent) by checking the NPPES system prior to: (1) hiring staff, (2) contracting, and (3) contract renewal. CONTRACTOR shall submit verification of compliance with this requirement to COUNTY prior to contracting, before contract renewal, as new staff are hired, and upon request of COUNTY.
46. **BUSINESS ASSOCIATE AGREEMENT.** CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit "D" BUSINESS ASSOCIATE AGREEMENT, and incorporated by reference.
47. **LOBBYING CERTIFICATION AND DISCLOSURE.** CONTRACTOR will comply with the requirements as specified in Exhibit "E."
48. **DEBARMENT AND SUSPENSION CERTIFICATION.** CONTRACTOR will comply with the requirements as specified in Exhibit "F."
49. **ADDITIONAL CONTRACT RESTRICTIONS.**

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal, state, or County governments that affect the provisions, terms, or funding of this Agreement in any manner.

50. **EXTENT OF CONTRACTUAL DOCUMENTS.** This Agreement shall consist of this basic document and Exhibits "A", "B", "C", "D", "E," "F," and all laws and governing instruments previously referred to in this Agreement or in any of the exhibits made part of this Agreement, and constitutes the entire agreement between the parties regarding the subject matter described herein.

Exhibit A: Program Description
Exhibit B: Payment Terms
Exhibit C: Code of Conduct
Exhibit D: Business Associate Agreement
Exhibit E: Lobbying Certification and Disclosure
Exhibit F: Debarment and Suspension Certification

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month and year first above written.

MAXIM HEALTHCARE STAFFING
SERVICES, INC.
A political subdivision of the State of
California

COUNTY OF VENTURA

BY

E-Signed: 07/28/2020 05:18 PM EDT
Jessa Lombo
jekarko@maxhealth.com
IP: 148.59.45.115
Sertifi Electronic Signature
DocID: 20200728154513406

Jessa Lombo, Reg. Controller

(print name and title)

07/28/2020

Date

BY

Melissa Lorenzen
(authorized signature)

Melissa Lorenzen, Buyer

(print name and title)

09/11/2020

Date

MAXIM HEALTHCARE STAFFING
SERVICES, INC.

BY

E-Signed: 07/28/2020 05:43 PM EDT
Andrea Torres
jutorres@maxhealth.com
IP: 148.59.45.115
Sertifi Electronic Signature
DocID: 20200728162618584

Andrea Torres-Asst. Controller

(print name and title)

07/28/2020

Date

EXHIBIT "A"

PROGRAM DESCRIPTION

CONTRACTOR DUTIES

The CONTRACTOR shall provide temporary medical personnel and temp-to-hire medical personnel staff as requested by COUNTY. CONTRACTOR shall abide by the following provisions:

A. Temp-to-Hire

If the request is made for a temp-to-hire, the CONTRACTOR shall expressly convey to prospective personnel that it is COUNTY's intent to hire prospective personnel on a permanent basis, but there are no guarantees that they will be hired permanently. Prospective personnel must fully complete all required Ventura County hiring processes and procedures including, but not limited to, filling out an application and interviewing for the position. If a temp-to-hire employee is dismissed for or without cause within 120 days of the date of hire by COUNTY, the CONTRACTOR will replace employee at no additional charge.

B. Use of Independent Contractors and Subcontractors

Personnel provided to COUNTY are employees of CONTRACTOR and are subject to CONTRACTOR's standard screening process, as well as additional qualifications as required in this Agreement. If CONTRACTOR deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, CONTRACTOR will notify COUNTY in writing of its intent to use subcontractors and will obtain written approval from COUNTY. CONTRACTOR will ensure that any subcontractor will comply with all applicable terms of this Agreement. CONTRACTOR will provide written notification to COUNTY if it becomes necessary for CONTRACTOR to utilize independent contractors to fulfill its staffing obligations to COUNTY. Any personnel provided to COUNTY by an independent contractor will be subject to the same qualifications as CONTRACTOR employees.

C. Employment and Taxes

CONTRACTOR will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. CONTRACTOR or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

D. Record Access

In instances where COUNTY is Medicare and/or Medicaid certified, CONTRACTOR agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents, and records will be made available to the Comptroller General of the United States, United States Department of Health and Human Services, and their duly authorized representatives until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

COUNTY DUTIES

The COUNTY shall abide by the following provisions:

A. Orientation

COUNTY will promptly provide CONTRACTOR personnel with an adequate and timely orientation to COUNTY. COUNTY shall review instructions regarding confidentiality (including patient and employee) and orient CONTRACTOR personnel to the specific Exposure Control Plan of the COUNTY as it pertains to Occupational Health and Safety Administration (OSHA) requirements for blood borne pathogens, as well as any of the COUNTY's specific policies and procedures provided to CONTRACTOR for such purpose.

B. Requests for Personnel

COUNTY will use its best efforts to request personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned personnel. All information regarding reporting time and assignment will be provided by COUNTY at the time of the initial request. Short notice requests for personnel and cancellation of personnel requests will be subject to the provisions detailed in Exhibit B, Section B, Short Notice Requests and Cancellation of Personnel Request sections.

C. Responsibility for Patient Care

COUNTY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by CONTRACTOR personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards, regulations, and policies.

D. Non-Performance

If COUNTY concludes, in its sole discretion, that any personnel provided by CONTRACTOR have engaged in misconduct, or have been negligent, COUNTY may require the personnel to leave the premises and will notify CONTRACTOR immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY's obligation to compensate CONTRACTOR for such personnel's services will be limited to the number of hours actually worked. CONTRACTOR will not reassign the individual to COUNTY without prior approval of the COUNTY.

E. Right to Dismiss

COUNTY may request the dismissal of any CONTRACTOR personnel for any reason. COUNTY agrees to notify CONTRACTOR of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. COUNTY shall be obligated to compensate CONTRACTOR for all personnel hours worked prior to dismissal.

F. Float Policy

Subject to prior written notification, COUNTY may reassign personnel to a different COUNTY department, unit, or different staff classification (hereinafter "float"), if personnel satisfy the requisite specialty qualifications. If COUNTY floats personnel, the personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. COUNTY will provide the personnel with additional orientation regarding the float as necessary. If personnel floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original personnel assignment remains the applicable reimbursement rate despite the float. If

personnel floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the personnel continues to work in that staff classification.

G. Incident Reports

COUNTY shall report to CONTRACTOR any unexpected incident(s) known to involve any personnel (such as personnel errors, unanticipated deaths, other unanticipated patient-related events or injuries known to be attributable to personnel, and any safety hazards known to be related to the services provided by personnel) if the incident may have an adverse impact on the COUNTY and/or CONTRACTOR in order to comply with CONTRACTOR's incident tracking program. Complaints and grievances regarding CONTRACTOR personnel may be reported to the local CONTRACTOR representative at any time.

COUNTY AND CONTRACTOR DUTIES

COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements, and financing.

EXHIBIT "B"

PAYMENT TERMS

MMAXIM HEALTHCARE STAFFING SERVICES, INC.

- A. The maximum total amount of this Agreement shall not exceed \$5,000 for the period of July 1, 2020 through June 30, 2021.
- B. CONTRACTOR shall be paid monthly, in arrears, at the following rates:

Service	Rate
DAC/ADTS	\$33.00
Mental Health/Psychiatric/Respite Care Assistant and Medical Social Worker- Licensed/Unlicensed (LMHA/MHA/LPT/LVN)	\$37.50
RN	\$66.00
BH Clinician III, Counselor, Mental Health Clinician, or Marriage and Family Counselor (LCSW/LMFT/LPCC)	\$52.00
BH Clinician I and II, Counselor, Mental Health Clinician, or Marriage and Family Counselor (Intern/ACSW/MFT/PCC-intern)	\$47.00
Community Service Worker III/Child Care Services Aide	\$28.50
Research Analyst/Clinical and Data Systems Analyst	\$47.50
Senior Data Analyst/Sr. Research Analyst/Clinical and Data Systems Analyst (Sr RA)	\$62.80
Psychiatric Technician (Crisis LVN/LPT)	\$45.00
Pharmacist (Pharm, PH)	\$85.00
Access Line Student/MHA Intern	\$28.00
Note 1: DAC (Drug and Alcohol Counselor), ADTS (Alcohol and Drug Treatment Specialist), LMHA (Licensed Mental Health Associate), MHA (Mental Health Associate), LPT (Licensed Psychiatric Technician), LVN (Licensed Vocational Nurse), LMFT (Licensed Marriage and Family Therapist), LPCC (Licensed Professional Clinical Counselor, PCC (Professional Clinical Counselor), ACSW (Accredited Certified Social Worker), and MFT (Marriage and Family Therapist).	

Orientation

Rates listed above will be charged for all time spent in required COUNTY orientation.

Short Notice Requests

CONTRACTOR will bill COUNTY for the entire shift if an order for personnel is made less than two (2) hours prior to the start of the shift, as long as the personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Cancellation of Personnel Request

If COUNTY changes or cancels a request for personnel less than two (2) hours prior to the start of a shift, CONTRACTOR will bill COUNTY for two (2) hours at the established fee for each scheduled personnel. CONTRACTOR will be responsible for contacting CONTRACTOR personnel prior to reporting time.

Overtime

Overtime rates are charged for all hours worked in excess of forty (40) hours per week or according to applicable state law. Overtime must have COUNTY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays

Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 p.m.)	Thanksgiving
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 p.m.)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	

Mileage Reimbursement

CONTRACTOR shall be reimbursed for mileage that is incurred for all personnel that are assigned to mobile-based positions and for which pre-approval of mileage was received from COUNTY. Mileage shall be reimbursed per the Ventura County Administrative Policy Manual, Chapter VII, Section (C)-(1) and at the Internal Revenue Service (IRS) rate that is in effect at the time of the request for reimbursement. CONTRACTOR personnel must submit proof of insurance to COUNTY for the period of time that a mileage reimbursement claim is being submitted. Mileage will be calculated as follows:

- 1) Normal commute (mileage from home to normal work site and back to the employee's home) is not deemed to be miles subject to reimbursement.
- 2) Mileage will be reimbursed for miles driven while on County business.
- 3) County business travel originating from an employee's home (without going to the normal work site) shall be computed based on the total round trip mileage.
- 4) County business travel originating from and/or terminating at the employee's home, where some part of the travel includes travel to the normal work site, will be computed based on the total round trip mileage, less half the round trip mileage of an employee's normal commute.

While operating a private vehicle on County business, individuals must maintain a record of mileage driven on a monthly basis. Mileage reported on a trip basis must be claimed within 10 working days after returning. A copy of the mileage claimed, recorded on a "Trip Log" form, must be attached to the claim and to the copy of the claim, which is retained by the agency or department. Claims for reimbursement of mileage should include the purpose for each trip in which County business was conducted. Mileage is reviewed for the reasonable number of miles claimed, as well as the correct rate of reimbursement.

Placement/Finder's Fee

A placement/finder's fee will be paid to the CONTRACTOR if temporary personnel is converted to be a permanent COUNTY staff member within 90 days. CONTRACTOR will be paid per the following schedule:

Week	Day	Percentage Annual Salary
1	1-7	30%
2	8-14	30%
3	15-21	30%
4	22-28	30%
5	29-35	30%
6	36-42	30%
7	43-49	28%
8	50-56	26%
9	57-63	24%
10	64-70	22%
11	71-77	20%
12	78-89	18%
13	90	15%

CONTRACTOR will not assess a placement/finder's fee upon COUNTY for individuals determined to be on a COUNTY hiring list prior to their referral by CONTRACTOR to COUNTY or by COUNTY to CONTRACTOR.

- C. CONTRACTOR shall bill COUNTY monthly in arrears using their own company generated invoice. All invoices submitted shall clearly reflect all required information including financial statements and documentation of services rendered for which invoices/claims are made. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Invoices/claims for reimbursement shall be completed by CONTRACTOR and forwarded to COUNTY within 10 working days after the close of the month in which services were rendered. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY Auditor-Controller.
- D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the Ventura County Behavioral Health DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding

CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.

EXHIBIT "C"

VENTURA COUNTY MEDICAL CENTER CODE OF CONDUCT

STATEMENT OF MISSION

Ventura County Medical Center is organized as a publicly owned county hospital for the benefit of the people of Ventura County. The hospital serves as a major source of health care for the County's indigent population, those without medical insurance, and persons not having access to private physicians. Ventura County Medical Center will continue, either directly or indirectly, to assure community access to necessary health care services including preventive, diagnostic, treatment and rehabilitative services with specific emphasis on delivering care to the indigent population, the uninsured, and other persons unable to secure health care services. The hospital will continue to stress high quality in the programs and services it offers. It will retain sufficient flexibility to implement innovations and react to the needs of the County in order to maintain its role as a major health care resource for the County.

Ventura County Medical Center recognizes that the primary reason for its existence is service to patients. In providing this service, the hospital will:

- Ensure the provision of inpatient and outpatient care to persons, regardless of race, creed, color or economic status, especially those persons who have difficulty in obtaining care elsewhere, in compliance with the intent of the State's Welfare and Institutions Code.
- Provide service directly or ensure the provision of services to meet the needs of the total patient.
- Treat each patient with dignity, consideration, kindness and understanding.
- Promote medical education and allied health education as required to support high quality patient care and to encourage and train an adequate supply of physicians and other professionals in the County.

Introduction to Code of Conduct

The Ventura County Medical Center (VCMC) Oversight Committee, established by the Ventura County Board of Supervisors and charged with carrying out the duties and responsibilities of hospital governance, established this Code of Conduct in recognition of the VCMC's responsibility to our patients, staff, physicians and the County we serve. It is the responsibility of every member of the VCMC community, Board members, administration, medical staff members, employees, and contractors to conduct themselves in a manner that is consistent with this Code of Conduct and its supporting policies. VCMC policies and procedures referred to herein include those of the County of Ventura and Ventura County Health Care Agency. Our behavior will be guided by the following codes:

1. VCMC's employees and agents will strive to deliver quality, patient-centered healthcare services.
2. VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.

3. VCMC's employees and agents shall engage in ethical business relationships.
4. VCMC's employees and agents shall avoid conflicts of interests or the appearance of impropriety.
5. VCMC's employees and agents shall protect VCMC's property and respect the property rights of others with whom we do business.
6. VCMC's employees and agents respect each other as human beings and health care professionals.

CODE OF CONDUCT NO. 1

VCMC's employees and agents shall strive to deliver quality, patient-centered, health care services.

- VCMC's employees and agents shall treat all patients with dignity, respect and courteousness.
- VCMC shall only employ or work with persons with proper credentials, experience and expertise.
- It is everyone's job to maintain VCMC's integrity and reputation.
- Patients have the right to choose what is done to their body, and by whom. This includes choice of health care providers. Patients will be involved in decisions regarding the care that VCMC delivers to the greatest extent practical and possible.
- Patients have the right to all information they need to make intelligent decisions. Patients will be informed about the therapeutic alternatives and the risks associated with the care they are seeking. Patients also have a right to receive information about VCMC and its policies, procedures and changes, and who will provide service on behalf of VCMC.
- VCMC employees and agents will constantly seek to understand and respect a patient's objectives for care and shall treat patients in a manner giving reasonable thought to their background, culture, religion and heritage.
- No deficiency or error should be ignored or covered up. A problem should be brought to the attention of those who can properly assess and resolve the problem.
- Employees and agents deserve clear instructions about what is expected of them.
- No person shall be denied care by VCMC solely on the basis of race, gender, religion, creed, color, economic status, or source of payment.
- VCMC's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.

CODE OF CONDUCT NO. 2

VCMC's employees and agents shall comply with all applicable laws and regulations that affect its various businesses.

- VCMC, by and through its employees and agents shall comply with all applicable laws, regulations, standards and other requirements imposed by any level of government. Without limiting the generality of that statement, VCMC's employees and agents shall comply with all requirements of the Medicare and Medi-Cal programs.
- VCMC will not pursue any business opportunity that required engaging in unethical or illegal activity.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain, preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels, of any adverse effect on the confidence of the public in the integrity of County government.
- No employee or agent is authorized to enter into any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved in accordance with County policy.
- Employees or agents who perform billing and/or coding of claims must take every reasonable precaution to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and VCMC's policies.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate or fictitious may be submitted. No falsification of medical, time or other records that are used for the basis of submitting claims will be tolerated.
- VCMC will bill only for services actually rendered and which are fully documented in patients' medical records. If the services must be coded, then only billing codes that accurately describe the services provided will be used.
- VCMC shall act promptly to investigate and correct the problem if errors in claims that have been submitted are discovered.
- VCMC shall maintain complete and thorough medical and billing records.
- VCMC, in accordance with Title 22 Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- All drugs or other controlled substances shall be maintained, dispensed and transported in conformance with all applicable laws and regulations.
- Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws or regulations through the Confidential Compliance Line or to the Compliance Officer.

CODE OF CONDUCT NO. 3

VCMC's employees and agents shall engage in ethical business relationships.

- VCMC seeks positive relationships with government programs and third party payers. Positive relationships require ongoing communication about patient progress and billing.

- Employees or agents shall not use or reveal any confidential information concerning VCMC or use, for personal gain, confidential information obtained as an employee or agent of VCMC.
- Each employee has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the administration, to cooperate in accomplishing VCMC's and the County's goals, to expose corruption wherever discovered, to refrain from disclosing any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.
- No employee or agent should subordinate his or her professional standards, judgment or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- All reports or other information required to be provided to any federal, state or local government agency shall be accurate, complete, and filed on time.
- Employees and agents must perform their duties in a way that promotes the public's trust in VCMC.
- The source or amount of payment does not determine the quality of care that we deliver.
- Employees and agents shall be honest in doing their jobs.
- If an employees or agent knows of or suspects a practice or incidents that may have violated this Code of Conduct, VCMC's Compliance Guidelines, operational policies, any law or regulation, then he or she must report it to appropriate levels of management or through the Confidential Compliance Line.

CODE OF CONDUCT NO. 4

VCMC's employees and agents shall avoid conflicts of interest or the appearance of an impropriety.

- Employees and agents should not have other jobs that interfere with their ability to perform their duties at VCMC.
- Employees and agents should avoid any activity that conflicts with the interests of VCMC or its patients. They should try to avoid even the appearance of an impropriety. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Placing business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency as revised on February 27, 1997 (Conflict of Interest Code).
- Employees and agents should not become involved, directly or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict of Interest Code. For example, an employee or agent should not be an officer, director, manager or

consultant of a potential competitor, customer, or supplier of VCMC without first disclosing that relationship to management.

- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and VCMC's legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment provided or received in connection with the job.
- No employee shall accept any fee, compensation, gift, payment of expense, or any other item of monetary value in circumstances in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy;
- Gifts and benefits to clinicians or referral sources are not appropriate. Reasonable meal expenditures or entertainment in County business must comply with the County Reimbursement Policy.
- Employees and agents should report and potential conflicts of interest concerning themselves or their family members to VCMC in accordance with the Conflict of Interest Code.

CODE OF CONDUCT NO. 5

VCMC's employees and agents shall protect County's property, and respect the property rights of others with whom we do business.

- All employees and agents are personally responsible and accountable for the proper expenditure of VCMC funds and for the proper use of the County's property.
- All employees and agents must obtain authorization prior to committing or spending VCMC's funds.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.
- Employees and agents may not use either VCMC or patient resources for personal or improper purposes, or permit others to do so.
- Surplus, obsolete or junked property shall be disposed of in accordance with VCMC's and County's procedures. Unauthorized disposal of property is a misuse of assets.
- Employees and agents have a duty to be productive during the time that is paid for by VCMC.
- VCMC equipment is intended to be used only for VCMC or County business. Use of the Internet is for Conducting County business. Any misuse will result in disciplinary action in accordance of County, Health Care Agency and VCMC policy.
- Employees and agents may only use computer systems, networks, and software consistent with VCMC's license(s) and/or rights. They shall take all reasonable steps to protect computer systems and software from unauthorized access or intrusion.
- Any improper financial gain to the employee through misconduct involving misuse of VCMC's or a patient's property is prohibited, including the outright theft of property or embezzlement of money.

- VCMC's confidential and proprietary information is valuable, and should be protected from unauthorized use or exploitation. Employees and agents are expected to respect the intellectual property rights of others with whom we do business.
- Drugs and other pharmaceuticals shall be safely stored, secured, inventoried, and missing supplies shall be reported promptly to supervisors.
- Employees and agents are expected to report any observed misuse of VCMC's property to their supervisor or in accordance with the Confidential Compliance Line.

CODE OF CONDUCT NO. 6

VCMC's employees and agents respect each other as human beings and health care professionals.

- All employees and agents shall show proper respect and consideration for each other, regardless of position or station. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated.
- Quality patient care can only be delivered through the use of qualified, competent staff. VCMC will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).
- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to VCMC's policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- Work and safety rules were created to protect us all. Employees and agents are expected to comply with those rules.
- As defined further in its policies, VCMC strives to maintain a working environment free from all forms of sexual harassment or intimidation. By way of example, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- VCMC promotes a drug and alcohol free workplace in accordance with its policies.
- Smoking is not permitted in any County buildings or vehicles. Smoking is also not permitted near any entrance to any hospital buildings.
- VCMC shall not permit any action of retaliation or reprisal to be taken against an employee who reports a violation of law, regulation, standard, procedure, or policy.

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean, **MAXIM HEALTHCARE STAFFING SERVICES, INC.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and

conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the contract (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **Medical Personnel Recruiting Services agreement**.

- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent

that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2020**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- e. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **Medical Personnel Recruiting Services agreement** by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- b. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such

Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT "E"

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any federally funded contract in excess of \$100,000 per Title 31, USC, Section 1352.

(1) Certification and Disclosure Requirements

- (a) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following Exhibit 'I', consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "I".
- (b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of the contract, or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b) above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action,
- (d) Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosures forms to VCBH Contracts who will forward to DHCS Program Contract Manager.

(2) Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended, by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor: MAXIM HEALTHCARE STAFFING SERVICES, INC.

Jessa Lombo

jekarko@maxhealth.com

07/28/2020

Signature

Date

Jessa Lombo, Reg. Controller

Printed Name of Person Signing for Contractor and Title

Andrea Torres

jutorres@maxhealth.com

07/28/2020

Signature

Date

Andrea Torres-Asst. Controller

Printed Name of Person Signing for Contractor and Title

EXHIBIT "F"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and CONTRACTOR'S duly authorized representative(s) understand, agree and certify as follows:

1. By signing this Certification, CONTRACTOR agrees to comply with applicable federal suspension and debarment regulations including but not limited to 48 C.F.R. 9.400, et seq. "Debarred" means excluded or disqualified from contracting with the federal, State or local government.
2. By signing this Certification, the CONTRACTOR certifies to the best of CONTRACTOR'S knowledge and belief that CONTRACTOR, CONTRACTOR'S principals and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State, and
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify any of the statements in this Certification, CONTRACTOR shall submit an explanation to the COUNTY VCBH Program Contract Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If CONTRACTOR knowingly violates this Certification, in addition to other remedies available to the Federal Government, COUNTY may terminate this Agreement for cause or default.
6. CONTRACTOR must ensure that the Office of the Inspector General's Exclusion List, Medical list of Suspended or Ineligible Providers list, and the Excluded Party List System/System for Award Management database are checked on a monthly basis, prior to providing any service under this Agreement.
7. Whereas, COUNTY shall provide notice regarding the authority of the Department of Health

Care Services (DHCS) to impose administrative sanctions to their providers or contractors.

8. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR certification herein was erroneous when made or (2) CONTRACTOR certification herein becomes erroneous by reason of changed circumstances.
9. COUNTY shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on the Federal Office of Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, or the Excluded Party List System/System for Award Management database, and that any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
10. CONTRACTOR certification herein is a material representation of facts upon which COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR: MAXIM HEALTHCARE STAFFING SERVICES, INC.

BY Jessa Lombo
jekarko@maxhealth.com
Authorized Signature

Date

Jessa Lombo, Reg. Controller

Printed Name and Title

BY Andrea Torres
jutorres@maxhealth.com
Authorized Signature

07/28/2020

Date

Andrea Torres-Asst. Controller

Printed Name and Title