

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10870

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Barton Healthcare Staffing, LLC

2. The term of this Agreement is:

START DATE

February 5, 2021

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$10,000,000.00

Ten Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A	Attachment I - Services Agreement	6
Exhibit A	Attachment II - Proposal	16
+ Exhibit B	Budget Details and Payment Provisions	3
+ Exhibit C*	General Terms and Conditions	GTC 04/2017
+ Exhibit D	Special Terms and Conditions	7
+ Exhibit E	Federal Emergency Management Agency Provisions	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

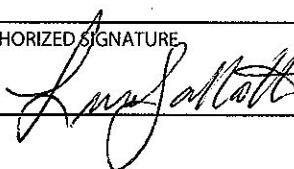
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Barton Healthcare Staffing, LLC

CONTRACTOR BUSINESS ADDRESS 300 Jubilee Drive, 1st Floor	CITY Peabody	STATE MA	ZIP 01960
PRINTED NAME OF PERSON SIGNING Lina Gallotto	TITLE President		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 2/5/21		

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Amy Manasero

TITLE

Assistant Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Amy Manasero

Digitally signed by Amy Manasero
Date: 2021.02.05 17:09:20 -08'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Proclamation of a State of Emergency/Executive
Order N-25-20

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the staffing services described herein.

Vendor shall upon Client's request for supplemental personnel ("Staff") use commercially reasonable efforts to provide Staff to perform medical services for Client. Vendor further agrees to provide support to State/Local Vaccination sites as requested by Client.

In response to the Governor's Proclamation of a State of Emergency dated March 4, 2020, and Executive Order N-25-20, due to current public health emergencies, the California Department of Public Health (CDPH) has determined that CDPH must take immediate action consistent with the State's Public Contract Code (PCC) 1102.

2. Service Location

The medical services shall be performed at various licensed health care facilities located within the State of California.

3. Service Hours

The staffing services shall be provided during Normal Contractor working hours Monday through Friday.

Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Barton Healthcare Staffing, LLC
Jennifer Hill, SSM II Fiscal Operations Section Telephone: (916) 552-8722 E-mail: Jennifer.Hill3@cdph.ca.gov	Michael Hughes Group Manager, Account Management Telephone: 1(978) 219-2598 E-mail: mhughes@bartonhealthcarestaffing.com

B. Direct all inquiries to:

California Department of Public Health	Barton Healthcare Staffing, LLC
Center for Health Care Quality Attention: Jennifer Hill, SSM II, FOS 1616 Capitol Avenue Sacramento, CA 95814 Telephone: (916) 552-822 E-mail: Jennifer.Hill3@cdph.ca.gov	Attention: Michael Hughes, Group Manager, Account Management Address: 300 Jubilee Drive, 1 st Floor, Peabody, MA 01960. Telephone: 1(978) 219-2598 Fax: E-mail: mhughes@bartonhealthcarestaffing.com

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: Barton Healthcare Staffing, LLC
Attention: Finance
Address: 300 Jubilee Drive,
1 st Floor,
Peabody, MA 01960.
Telephone:
Fax:
E-mail:

D. Either party may make changes to the information above by giving written notice to the other party.
Said changes shall not require an amendment to this agreement.

6. Services to be Performed

A. Please see attached Exhibit A – Attachment I, Staffing Agreement.

7. Vendor Requirements

A. The vendor shall maintain data for the staffing services provided in accordance with State law. Such data may include, but is not limited to, name, type of position/certification, assigned facility address, mobilization date/start date, potential length of mobilization, state request # associated with the individual. Vendors should update this information regularly and such information shall be made available to applicable federal authorities, state monitors, or their designees for review upon request, and for a period of three (3) years following termination of this Agreement.

Barton Healthcare Staffing

STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (“**Agreement**”), dated and effective as of February 5, 2021 (the “**Effective Date**”), is entered into by and between California Department of Public Health (“**Client**”), a/an California State Agency having a place of business at 1616 Capitol Avenue, Sacramento, CA 95814, and Barton Healthcare Staffing, LLC (“**Agency**”), a Delaware limited liability company having a place of business at 300 Jubilee Drive, 1st Floor, Peabody, MA 01960.

SECTION 1 | OVERVIEW OF SERVICES

Agency is in the business of recruiting and referring to its clients healthcare clinicians, including nurses and allied-health professionals (“**Clinicians**”), to provide temporary professional and clinical services at its clients’ location(s). Client desires to engage Agency to provide such services, and subject to the terms and conditions of this Agreement and each assignment-specific confirmation letter or similar document issued by Agency (each, a “**Confirmation Letter**”), Agency agrees to provide such services.

SECTION 2 | ASSIGNMENTS

(a) Agency will use its best efforts to recruit available Clinicians to staff Client’s location(s) in accordance with Client’s requests and specifications. Agency agrees to follow its standard prescreening and pre-credentialing processes for its Clinicians, and Client agrees to interview submitted candidates within 48 hours of each Clinician’s submission.

(b) If Client accepts a Clinician for an assignment, Agency will coordinate the assignment and issue to Client a Confirmation Letter setting forth the fees, expenses, dates, and/or other commercial terms of the assignment. Client’s verbal or email acceptance of an assignment is valid and binding on the date of acceptance; however, a Confirmation Letter must be signed or confirmed for Agency’s records.

(c) For each assignment, Client agrees: (1) to verify the identity and credentials of the Clinician upon such Clinician’s arrival at Client’s facility by a visual check of the Clinician’s photo identification and professional license or certification, and if requested by Agency or otherwise required, to confirm or document such verification on a Form I-9 or otherwise; (2) to supply Clinicians with any communication devices (e.g., cell phone, pager) needed to perform the duties as assigned at no cost to Clinician or Agency; (3) to orient Clinicians to the applicable facility, provide training and information to the Clinicians on all policies and procedures by which Client expects the Clinicians to abide, and to document all such orientation and training activities; and (4) to float a Clinician only in accordance with Client’s floating policies for all staff and with the clinical experience of the Clinician.

(d) Client represents, warrants, and covenants that it (1) has obtained and will keep current all licenses, permits, and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules, and regulations, (2) will provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians, and (3) has and will maintain a workplace free from discrimination, harassment, and retaliation.

(e) Upon completion of a Clinician’s assignment, Client agrees to complete a written evaluation regarding the performance of such Clinician, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client’s choosing.

SECTION 3 | FINANCIAL TERMS

(a) Clinicians will enter time worked into a timecard system designated by Agency, and Client will designate a representative to review all time on a daily and weekly basis. Client will approve and submit all approved time to Agency no later than each Monday by 12 p.m. Eastern. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction, and that Client authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to submit approved time to Agency as specified in this Section 3(a), all time submitted by the Clinicians will be considered accurate and Client will be responsible for full payment for the submitted time. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician.

(b) Agency will invoice Client on a weekly basis or as services are otherwise provided. In addition to the guaranteed minimum (defined below), Client agrees to pay for all services rendered under this Agreement and the applicable Confirmation Letters, plus all applicable federal, state, and local taxes that may be payable to Agency. Agency has responsibility for all compensation of Clinicians working at Client's location(s). Should Agency be required to pay a Clinician any wage/hour penalty or overtime, holiday, or other premium rate as required by federal, state, or local law, such penalty or rate will be billed to Client at the applicable rate(s). For purposes of overtime calculations and other relevant wage-and-hour requirements, all Clinicians' workweeks will be determined by Agency in its sole discretion in accordance with applicable law.

(c) Client will remit full payment of all invoiced amounts within 30 days of Agency's issuing an invoice. Credit card payments are not permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past-due amounts. Information appearing on any invoice will be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s), or objection(s) within 15 days of the invoice date. Client acknowledges and agrees that Client's failure to notify Agency within that time constitutes a waiver by Client of any objection thereto. The parties expressly acknowledge and agree that Client's obligation to make payments is independent and not conditioned upon or subject to anything, including Client's satisfaction with Clinicians' performance.

(d) For Clinicians confirmed for eight-, ten-, or twelve-hour shifts, or any combination thereof, Client will provide Clinicians a minimum of 36 scheduled hours per week (the "**guaranteed minimum**"). The guaranteed minimum includes regular and overtime hours worked, but does not include "on-call" time. The guaranteed minimum applies to all workweeks, including weeks during which orientation is provided.

(e) Client agrees to pay one-and-one-half times the regular bill rate for all hours worked more than 40 hours in one workweek; provided, however, that if any applicable law requires Agency to pay Clinician a daily overtime or holiday premium (e.g., a multiple such as one-and-one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the regular rate for such hours. Client also agrees to pay Clinicians for all orientation hours worked.

(f) Client will pay the on-call rate set forth in the applicable Confirmation Letter for hours where the Clinician is not required to stay on the Client's premises ("uncontrolled on-call hours"). Client will pay for "**controlled on-call hours**," defined as hours where the Clinician is required to stay on the Client's premises, at the applicable regular or overtime rate(s) or as otherwise specified in a Confirmation Letter. In the event a Clinician is called back to work for Client while serving in an on-call capacity (the "**call-back period**"), Client will pay Agency the regular rate for the duration of the call-back period, unless a separate overtime, holiday, or other premium rate applies, or unless otherwise specified in a Confirmation Letter. The minimum call-back period is two hours.

(g) For purposes of this Agreement, “**Holidays**” are all federally recognized holidays. Unless otherwise specified in a Confirmation Letter, Holiday hours are as follows: (1) for eight-hour shifts, the Holiday begins at 11:00 p.m. the evening immediately preceding the day of the Holiday and runs through 11:00 p.m. on the day of the Holiday; and (2) for nine-, ten-, eleven-, or twelve-hour shifts, the Holiday begins at 7:00 p.m. the evening immediately preceding the day of the Holiday and runs through 7:00 p.m. on the day of the Holiday.

(h) If any law, rule, regulation, determination, order, or action by a governmental authority or government insurance benefit program requires Agency to increase its employees’ compensation or causes Agency to incur an increase in its compensation costs, Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, rule, regulation, determination, order, or action. Client expressly agrees to pay such increased bill rates upon Agency’s providing notice of such increase.

SECTION 4 | TERM & TERMINATION; CANCELLATION

(a) This Agreement is Effective on the Effective Date and will remain in effect unless it is terminated in accordance with Section 4(b). Neither termination of this Agreement nor cancellation of any assignment shall release either party from any liability that has already accrued, comes into effect because of such termination or cancellation, or otherwise expressly or impliedly survives such termination or cancellation. For the sake of clarity, Section 3, Section 5, Section 7, Section 8, and this Section 4 expressly survive termination of this Agreement.

(b) Either party may terminate this Agreement, for any reason or no reason, upon 30 days’ written notice to the other party. Either party may terminate this Agreement if any term or condition is materially breached by the other party, provided the breaching party fails to cure the breach within 30 days of receiving notice from the non-breaching party. In the event of termination of this Agreement, all Clinicians currently confirmed for or at work on an assignment will be permitted at Agency’s option to complete their assignments under the terms of this Agreement.

(c) Client may cancel any assignment: (i) for any reason by giving Agency at least 30 days’ written notice that, (A) if the assignment has commenced, shall not be effective until 30 days from the date Agency receives such notice, or (B) if the assignment has not yet commenced, shall not be effective until 30 days from the date on which the assignment commences; or (ii) immediately upon notice to Agency if Client determines, in its discretion, that the Clinician cannot conform or has failed to conform to prevailing standards of professional or clinical conduct. However, a Clinician’s failure to adhere to one or more of Client’s policies or procedures shall only constitute a failure to conform to the prevailing standards of professional or clinical conduct where Client can demonstrate by documentary evidence that, before the cancellation, Client made the Clinician aware of and trained the Clinician on such policy or procedure pursuant to Section 2(c).

1. If Client does not provide the notice required under Section 4(c), Client shall be responsible for promptly paying to Agency an amount equal to 30 days’ worth of services at the Clinician’s regular bill rate and regular hours per week, plus any housing and travel costs incurred by Agency as a result of such cancellation. The parties agree that such payment is reasonable and constitutes compensation, not a penalty, and that Agency’s right to such payment is Agency’s exclusive remedy for Client’s failure to comply with its notice obligations in Section 4(c).

(d) Agency may cancel any assignment: (i) for any reason upon 30 days’ written notice to Client; or (ii) immediately if (A) in Agency’s discretion, Client fails to comply with any term or condition in Section 3 or Section 7 or (B) any Clinician cancels or is unwilling or unable to perform such assignment. If Client

requests, following any cancellation pursuant to Section 4(d)(ii)(B) Agency will use its best efforts to present alternative available Clinicians to Client for Client's consideration of a new or continued assignment.

SECTION 5 | FIRST REFERRING AGENCY

(a) Prior to any assignment, Client agrees to review information for Clinicians referred by Agency and to notify Agency in writing within two business days if any referred Clinician was already known to Client. If Client fails to so notify Agency, Agency will be deemed to have first referred the Clinician to Client.

(b) Before Client engages or attempts to engage, other than under this Agreement, a Clinician first referred by Agency, Client must either: (1) wait at least 18 months from the end of a Clinician's most recent assignment; (2) wait at least 18 months following termination of this Agreement and pay to Agency a \$20,000 transfer fee; or (3) if Clinician has worked on behalf of Client through Agency less than 2,080 hours (equivalent to four 13-week assignments), pay to Agency a fee equal to 30% of the Clinician's estimated first year's annualized compensation. No fee applies where payment of such fee is prohibited by law. Client will provide Agency at least 30 days' prior written notice of its intent to engage a Clinician, including the anticipated engagement date.

(c) The parties agree that the fees described in Section 5(b) are reasonable and constitute compensation, not penalties. Agency's right to such fees is Agency's exclusive remedy for any failure by Client to comply with the applicable obligations under Section 5(b).

SECTION 6 | CONFIDENTIALITY

Each party who receives Confidential Information (defined below) agrees to maintain all Confidential Information in confidence. The receiving party will also maintain reasonable safeguards to ensure the confidentiality of all Confidential Information and will not use any Confidential Information other than strictly as necessary to perform its obligations under this Agreement. The receiving party will not disclose any Confidential Information except: (a) with the prior written consent of the disclosing party; (b) if disclosure is made only to its directors, officers, employees, agents, or advisors who had a need to know the Confidential Information in order to fulfill the receiving party's obligations or to enforce the receiving party's rights under this Agreement; or (c) as required to comply with its legal obligations. "**Confidential Information**" includes the terms of this Agreement and each Confirmation Letter, the identities of and information relating to Clinicians, and all other non-public and proprietary business information owned or licensed by the disclosing party or any of its affiliates.

SECTION 7 | INSURANCE & COMPLIANCE; INDEMNITY

(a) At Client's request, Agency agrees to provide certificates evidencing its workers' compensation, general liability, and professional liability insurance coverage.

(b) Client represents, warrants, and covenants that Client is an equal opportunity employer and is, and will continue to be, in full compliance with all federal, state, and local anti-discrimination, anti-harassment, anti-retaliation, and other employment laws, rules, and regulations (collectively, "**Employment Laws**"). Client agrees to afford all Clinicians the same protections afforded to Client's other employees under the Employment Laws and Client's internal policies and procedures for ensuring compliance and addressing non-compliance with Employment Laws. Client agrees that Client will not, and will not permit any of its directors, officers, employees, agents, contractors, patients, vendors, or other third-parties at Client's facilities to: (i) harass or discriminate against any Clinician because of his or her race, national origin, age, sex, religion,

disability, marital status, or other category protected by law; (ii) retaliate against any Clinician for engaging in any protected activity, including but not limited to reporting misconduct or participating in any investigation into alleged misconduct; (iii) infringe upon or otherwise interfere with any right any Clinician has under any Employment Laws; or (iv) cause or request Agency or any Clinician to violate any Employment Laws.

(c) Client shall immediately notify Agency of any complaint of misconduct in any way involving any Clinician. Promptly thereafter, Client, Agency, or Client and Agency jointly, as determined by Agency in Agency's discretion, shall investigate the complaint. Each party agrees to reasonably cooperate and to cause its directors, officers, employees, and agents to reasonably cooperate in any investigation, including by making themselves available for interviews and providing information reasonably related to the investigation in a timely manner. In addition, each party agrees to instruct those of its directors, officers, employees, and agents participating in any investigation that retaliation is strictly prohibited and, to the extent permitted by applicable law, that the investigation must be kept confidential.

(d) Client accepts sole responsibility for compliance with all federal, state, and local occupational, environmental, safety, and health laws, rules, regulations, and guidelines during the period of each Clinician's assignment, including orientation. Client agrees to provide each Clinician with all necessary or appropriate site-specific training, orientation, equipment (including personal protective equipment, in addition to job-specific tools and equipment), and evaluations required or recommended by federal, state, or local occupational safety laws, rules, regulations, or guidelines. Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work.

(e) In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of a Clinician, Client will provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew or reasonably should have known of such claim.

(f) Unless expressly prohibited by applicable law, each party (as "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party (the "**Indemnified Party**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Party, arising out of any third-party claim alleging any: (1) material breach or nonfulfillment by the Indemnifying Party of any representation, warranty, or covenant in this Agreement; (2) infringement upon or interference with any rights of any Clinician, including any discriminatory, retaliatory, or harassing conduct by Client or any of its directors, officers, employees, agents, contractors, patients, vendors, or other third-parties at Client's facilities; (3) grossly negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of the Indemnifying Party's obligations under this Agreement; (4) bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable act or omission of the Indemnifying Party; or (5) violation of any federal, state, or local law, rule, or regulation, including the Employment Laws, by Indemnifying Party. If Agency institutes any suit, action, or proceeding against Client to enforce this Agreement (or to obtain any other remedy regarding any breach of this Agreement), including, but not limited to, contract, equity, tort, fraud, indemnification, and statutory claims, Agency is entitled to receive, and Client shall pay, in addition to all other remedies to which Agency may be entitled, the costs and expenses incurred by Agency in instituting and conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.

SECTION 8 | MISCELLANEOUS

(a) This Agreement, together with all Confirmation Letters, is the sole and entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, statements, understandings, and representations (whether oral or written) regarding its subject matter. This Agreement and all Confirmation Letters will control over any different or additional terms in any purchase

order or other non-Agency ordering document, and no terms included in any such purchase order or other document shall apply to or be binding on the parties.

(b) Neither this Agreement nor any Confirmation Letter may be amended or modified except by a writing signed by each party. However, the dates set forth in Confirmation Letters may be modified via email. Handwritten changes made to any term or condition of this Agreement or any Confirmation Letter are void and not binding on either party. Nothing in any Confirmation Letter shall modify or be construed to modify any term, condition, or provision of this Agreement, unless it is explicitly identified as a modification to this Agreement.

(c) With the exceptions of Agency's rights to compensation under Section 4(c) and Section 5, the rights and remedies provided under this Agreement are cumulative, not exclusive.

(d) Intentionally Omitted.

(e) No waiver of any right under this Agreement is effective unless in writing signed by the waiving party. Either party's failure to exercise its contractual rights shall not be deemed to be a waiver of the same. If any term of this Agreement is held invalid or void, the court may modify this Agreement as necessary to cure the invalidity and to effect the original intentions of the parties.

(f) From time to time at Agency's request, Client shall furnish to Agency such further information or assurances, shall execute and deliver such additional documents, instruments, and conveyances, and shall take such other actions and do such other things, as may be necessary, appropriate, or desirable to carry out the provisions of this Agreement and to give effect to the terms and conditions set forth herein and the transactions contemplated hereby.

(g) *In no event shall Agency or any of its directors, officers, employees, affiliates, agents, or representatives be liable or responsible to Client for any consequential, incidental, punitive, special, exemplary, or indirect damages, whether arising in breach of contract, tort, or otherwise, and regardless of whether the possibility of such damages was advised. In addition, in no event shall Agency be liable or responsible to Client in connection with any act, omission, event, or occurrence that is beyond Agency's control.*

This Agreement is effective as of the Effective Date and may be executed in counterparts.

Barton Healthcare Staffing, LLC

DocuSigned by:

By: Lina Gallotto
Name: LINA GALLOTTO
Title: President

Client:

Amy Manasero Digital signature by Amy Manasero
Date: 2021.02.05 13:00:40 -08'00'

By: _____
Name: _____
Title: _____

Barton Healthcare Staffing

Barton Healthcare Staffing, LLC
20-10870

Exhibit A Attachment II

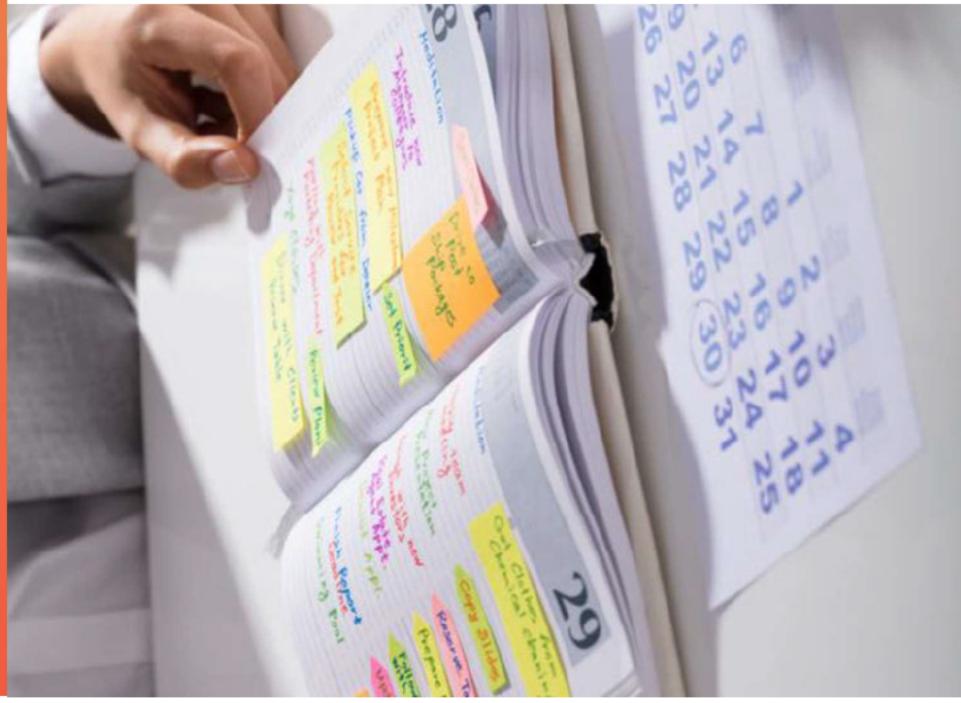
Proposal for The California Department of Public Health

January 7th, 2021



Agenda

1. About Barton Healthcare Staffing
2. Meet Your Team
3. Purpose of Proposal
4. Scope of Work
5. Past Experience
6. Our Clinicians
 - a. Nursing Specialties
 - b. Allied Health Specialties
7. Rates
8. Reporting
9. Questions and Next Steps



About Barton Healthcare Staffing

Founded in August of 2018, Barton Healthcare Staffing is a nursing and allied health staffing and recruiting company that operates under the motto:
quality. One relationship at a time.

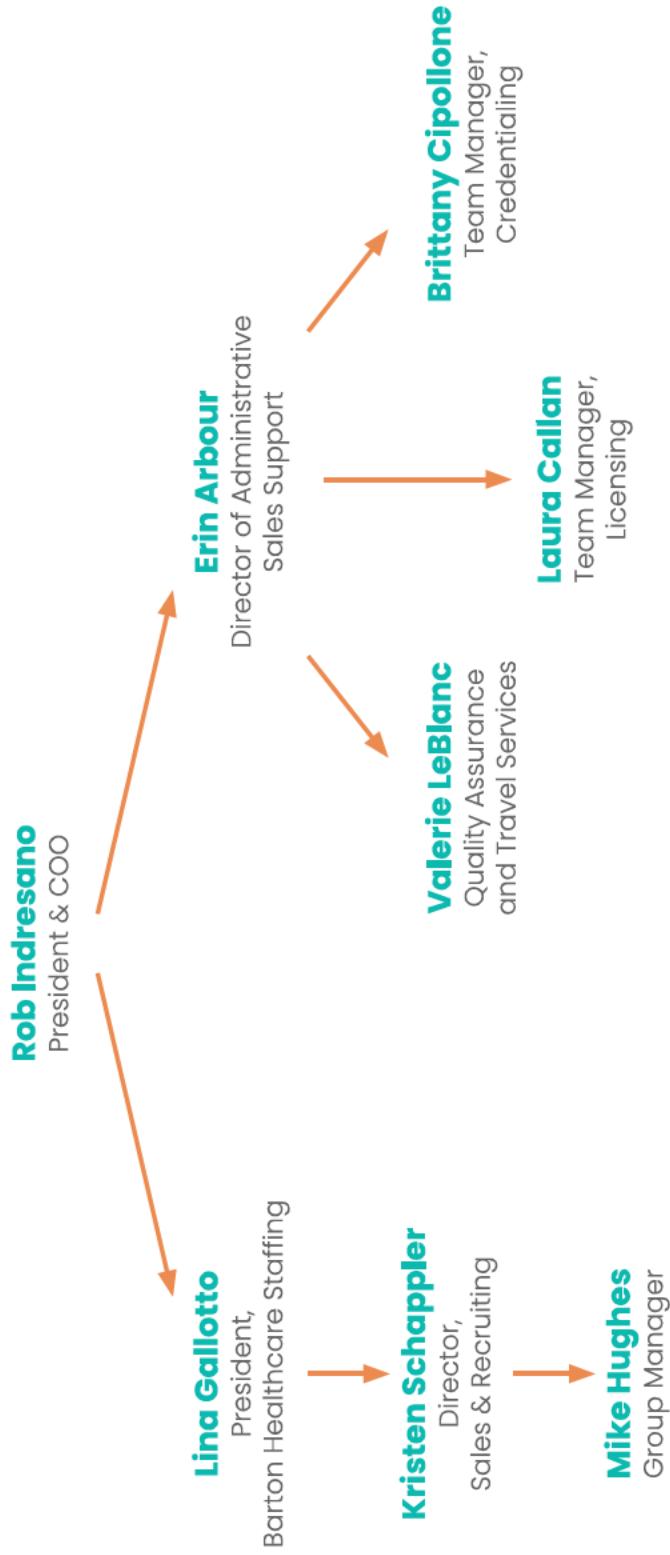
Our recruiting team is **organized by specialty**, not regions of the country, guaranteeing each clinician remains partnered with their dedicated recruiter, **creating strong relationships and fast placement**. We work with urgency to fulfill our client's needs.

We **staff operations across all 50 states and U.S. territories** with quality nurses and allied health clinicians. We have experienced leaders in both staffing and healthcare with extensive knowledge of specialities – achieved through continued staff training.

We conduct **thorough credentialing and quality assurance**, and have a clear understanding of the skills, strengths, and experience of the clinicians we provide for our clients.



Barton Healthcare Staffing



Meet Your Team

Lina Gallotto
President



As Executive Vice President of Barton Associates, Lina develops strategy and systems while building the sales leadership and operations teams to execute in a highly competitive, fast growing healthcare staffing market. In her previous career, Lina was one of the first employees to join Oxford Global Resources more than 20 years ago, as an Operations Manager. Since then, she has held a number of Executive positions. Lina received her Bachelor's degree from Northeastern University and her MBA from Endicott College. She has served on the Board of The Greater Boston YMCA and CWE, Center for Women in Enterprise and is a member of The Boston Club, serving on both the Non Profit Board and the Membership Committee.

Your Director & Point of Contact

**Kristen Schappler**

Director of Sales and Recruitment

Kristen Schappler is the Director of Sales and Recruitment at Barton Healthcare Staffing. With six years of experience in healthcare staffing, Kristen leads the account management team in forging quality relationships with hiring managers, and leads the recruiting team in building a large database of high quality nursing and allied healthcare professionals. Kristen is dedicated to supporting our clients with a proactive approach to staffing and recruitment. Her motivation is to ensure that our client's staffing needs are fully met in a timely manner, and that patients receive the compassionate and skilled care that they deserve. Kristen can be contacted by email at kschappler@bartonhealthcarestaffing.com or directly by phone at [REDACTED]

**Michael Hughes**

Group Manager

Michael (or Mike) is a group manager in charge of overseeing and growing the Travel Nurse and Allied Health Clinician Division in our Peabody, MA office. He has helped healthcare facilities across the country fill temporary needs for nurses and allied health providers for a year and a half. Mike will serve as the day to day point of contact, working with colleagues to identify and coordinate the best possible nurses and allied health professionals to fulfill each client's staffing needs. He can be contacted by email at mhughes@bartonhealthcarestaffing.com or directly by phone at [REDACTED]

Your Quality & Credentialing Team



Erin Arbour

Director of Administrative Sales Support

Erin Arbour is the Director of Administrative Sales Support for Barton Associates. With over 20 years of experience working in the staffing industry, Erin is a seasoned, results-driven business professional focused on providing exceptional customer service and support. At Barton Associates, Erin oversees six departments: Travel, Risk, Credentialing, Licensing, Account Representatives, and Office Administration. Each of these departments play a crucial and collaborative role in delivering the fastest and most efficient service possible. Together, these departments work towards the common goal of creating a smooth and efficient back-end process that ensures customer satisfaction and provides fundamental support for our sales and recruiting teams.

Valerie LeBlanc

Quality Assurance and Travel Services

Valerie LeBlanc is the Manager of the Quality Assurance and Travel Services departments at Barton Associates. With over nine years of management experience and eight years in the staffing industry, Valerie is a motivated and dedicated business professional who strives to deliver top-notch support services to clients and effective leadership to her team members. Valerie leads her team in providing sales support to ensure the successful match of quality medical providers with healthcare facilities across the U.S. as well as the organization and delivery of travel services. With a focus on quality work and unparalleled customer service, Valerie's teams collaborate with the sales staff to create a seamless customer experience for the providers and clients who utilize Barton's services.



Your Quality & Credentialing Team (cont.)



Brittany Cipollone

Team Manager – Credentialing

Brittany Cipollone is the Team Manager of the Credentialing Department for Barton Associates. The Credentialing Team acts as the liaisons between our Clients and Providers to ensure a smooth onboarding process. With over nine years of experience, Brittany is focused on providing the highest quality customer service and expertise to our Providers and Clients throughout the credentialing process.



Laura Callan

Team Manager – Licensing

Laura Callan is the Team Manager of Licensing at Barton Associates. Specifically, Laura's licensing team facilitates the state licensure process for medical professionals, expanding their ability to practice medicine nationwide. With over eight years of experience in the staffing industry, Laura is a motivated and dedicated business professional who strives to deliver exceptional customer service and support.

Purpose of Proposal

Barton Healthcare Staffing's goal is to deploy as many ICU, Medical Surgical, and ER registered nurses and respiratory therapists as possible to facilities requesting support from the California Department of Public Health.

We recognize that hospitals across the state are struggling to combat critical staffing shortages and short term leaves caused by the most recent COVID-19 outbreak. As staffing needs change, BHS is ready to help fill the immediate openings with qualified and specialized clinicians.

As such, BHS is targeting a contract with The California Dept. of Public Health to provide shorter term assignments (4-6 weeks) to facilities in LA County and surrounding areas to combat COVID-19 pandemic cases.



Scope of Work

In order to provide the The California Dept. of Public Health with ample clinicians, flexibility will be key. Barton Healthcare Staffing will aim to source clinicians who are willing to work at multiple locations over the course of a short timeframe.

Additionally, we can explore the method of recruiting for short-term contracts at specific locations with the expectation that clinicians will continue to move between locations across the state.

Logistics to consider will be hotel costs, EMR training, and orientation schedules. Our suggestions to combat these issues include:

- pre-screening by BHS and hiring off resume
- setting consistent credentialing requirements facility-to-facility
- daily or frequent opportunities for orientation
- coverage of lodging costs for clinicians

Your consideration of these options is appreciated, and will expedite the process significantly.

Past Experience

Since 2018 multiple **University Health Systems** such as Duke University, The University of Rochester, Cooper University, and UChicago have partnered with BHS. Each of these clients have Acute Care Hospitals that consistently experience staffing needs in as areas such as Respiratory Therapy, ICU, Telemetry, and ER.

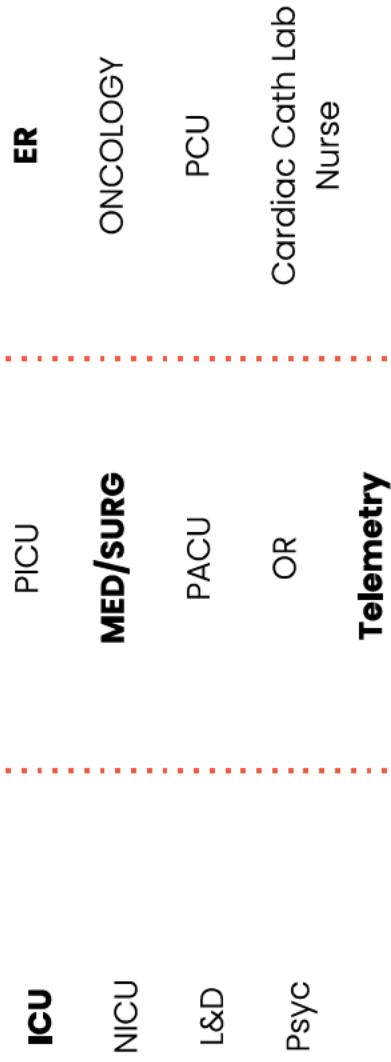
BHS continues to expanded our **Government, Corporations, & Agency** partnerships, including our recent selection as a vendor for the County of Los Angeles to support them during their staffing crisis. We are also contracted with the Department of Health for New Mexico, the Department of Corrections for North Dakota, and a number of Indian Health Services facilities to provide for their staffing needs.



Our Clinicians

BHS has continued to proactively recruit throughout 2020 in order to build a robust database of skilled nurses who are ready, willing, and prepared to provide facilities with the skill sets and specialized training required. The market has indicated that ICU RNs, Medical Surgical RN's, Telemetry RNs, and Respiratory Therapists, are in the highest demand, which is where we will focus our recruitment.

BHS nurses are highly-skilled in a variety of specialties, including but not limited to:



BHS Specialties (Allied Health)

Barton Allied serves our expansive network of allied health clinicians.
This includes, but isn't limited to:

Imaging

- Imaging Technologist
- Radiology Technologists
- Radiology Oncology
- MRI Technologists
- CT Technologists
- Mammogram Technologist
- Nuclear Medicine
- Technologists
- Ultrasound Technologists
- Cardiovascular Technologists
- Sleep Technologists
- EEG Tech -Polysomnography

Therapy

Respiratory Therapy

- Physical Therapy
- Occupational Therapy
- Speech Therapy

Pharmacy

- Pharmacy Director
- Pharmacy Manager
- Pharmacist

Rates

Due to our continued and proactive outreach to increase our database of clinicians throughout 2020, we feel confident in our ability to provide clinicians with the skill sets required at the rates indicated below.

Skill Set	Rates (Crisis)*
ICU	\$170-200
Telemetry/Medsurg	\$160-190
RRTs	\$160-190
ER	\$170-200
Pharmacists	\$140-155
Pharm Techs	\$75-80

* Rates are subject to change due to the rapidly changing healthcare market as the pandemic continues.



Reporting

Barton Healthcare Staffing's team is available to assist our clients with custom reports.

In the past, our teams have provided weekly or monthly reporting for our clients that includes breakdowns by clinician, clinician type, facility location, and/or by rates.

Whatever your reporting needs, the BHS team is available to help.



We look
forward to
hearing from
you!

Questions? Please don't hesitate to reach out to
mhughes@bartonhealthcarestaffing.com.



Exhibit B
Budget Details and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor require reimbursement from the State for obligations entered into for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for Time and Materials based on the hourly rate identified in this attachment under the Rates Payable provision, or as otherwise agreed in the applicable Confirmation Letter for the assignment.
- C. Invoices shall include the Agreement Number and shall be submitted to:

CHCQEEmergencyInvoices@cdph.ca.gov

Please include Contract# 20-10870 in your email submission.

D. Electronic Submission:

The State, at its discretion, may designate an alternate invoice submission address. A change **in** invoice address shall be accomplished via a written notice to the Contractor by State and shall not require an amendment to this agreement.

E. Invoices shall be accompanied by an itemized invoice, as identified in Attachment A – SOW and contain the following:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditure claimed represent activities performed and are in accordance with Attachment A-SOW.
- 2) Invoices must be submitted to CDPH either electronically or in hardcopies.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the CDPH.

F. Amounts Payable

The amounts payable under this agreement are outlined in Exhibit A, Attachment II and unless amended shall not exceed \$10,000,000.00.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

Exhibit B
Budget Details and Payment Provisions

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in the Staffing Services Agreement, in accordance with, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment maybe withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims of overpayment based upon the terms of this agreement or a final audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.

Exhibit B
Budget Details and Payment Provisions

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. In the event Contractor does not remit payment in the time specified above in paragraph A, interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit D
Special Terms and Conditions [Rev 06-2019]

(Applicable to consultant and personal service contracts)

The provisions herein apply to this Agreement unless the provisions are removed by reference, or superseded by an alternate provision appearing in Exhibits A or E of this Agreement.

Index

1. Cancellation
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes

Exhibit D
Special Terms and Conditions

1. Cancellation

This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor, and in accordance with the "Staffing Services Agreement" found in Exhibit A of this Agreement.

- A. The term "for cause" shall mean that the a party fails to meet the terms, conditions, and/or responsibilities of this agreement.
- B. Agreement cancellation or termination shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice may stipulate any final performance, invoicing or payment requirements.
- C. Upon receipt of a notice of cancellation or termination, the parties will work together to take steps to stop performance and/or to cancel or reduce subsequent agreement costs.
- D. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed under this agreement and expenses incurred up to the date of cancellation and any non-cancelable or surviving obligations or liabilities incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all of its Intellectual Property, from the moment of creation, that are made, conceived, derived from, or reduced to practice by CDPH and which result directly or indirectly from CDPH's acts or omissions pursuant to this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- 3) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

Exhibit D
Special Terms and Conditions

- 4) In the performance of this Agreement, Contractor may exercise and utilize certain Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that Contractor knows to be licensed to CDPH, Contractor agrees to abide by all reasonable license and confidentiality restrictions applicable to CDPH in the third-party's license agreement, to the extent necessary for Contractor's use of such third-party Intellectual Property.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute necessary documents and, subject to reasonable availability, give testimony and take further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a temporary, limited, non-exclusive, royalty free, non-transferable, and non-sublicensable license to use, in a manner instructed or permitted by Contractor, Contractor's Intellectual Property to the extent it is necessary for the performance of CDPH's services under this Agreement.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor for CDPH, in connection with Contractor's performance of this Agreement, shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall

Exhibit D
Special Terms and Conditions

assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- 2) All materials intended to be protected by copyright law, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor acknowledges and agrees that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of staffing services under this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will knowingly infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the applicable laws of the state, or the United States. There is currently no known claim by any such third party based on an alleged violation of any such right by Contractor.

Exhibit D
Special Terms and Conditions

- d. Neither Contractor's performance nor any part of its performance will knowingly violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - e. If applicable, it has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not knowingly granted and shall not intentionally grant to any person or entity any right that would materially derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - h. It has no actual knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all damages and losses, arising from any and all actions or claims by any third party to which any of the Indemnitees may be subject, which arise out of or are directly related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property substantially made, conceived, derived from, or reduced to practice by Contractor, and which result directly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at its own expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement. CDPH shall have the right to monitor and appear through its own counsel (at CDPH's own expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property.

Exhibit D
Special Terms and Conditions

- 3) Contractor agrees that damages alone may be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving medical services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of medical services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall endeavor to promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by the parties, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

Exhibit D
Special Terms and Conditions

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor should seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be promptly notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Exhibit E
FEMA PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

3. CLEAN AIR ACT

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. THE FEDERAL WATER POLLUTION CONTROL ACT

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

5. DEBARMENT AND SUSPENSION CLAUSE

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING CLAUSE

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

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

DocuSigned by:

lina Gallotto
DB707E836315436...

Name and Title of Contractor's Authorized Official

Lina Gallotto

President

Date: 2/5/2021

7. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - i. Meeting contract performance requirements; or
 - i. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS SEAL, LOGO, AND FLAGS

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

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

11. NO OBLIGATION BY FEDERAL GOVERNMENT

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

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.