

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11044

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

Aya Healthcare, Inc.

2. The term of this Agreement is:

START DATE

03/23/2020

THROUGH END DATE

09/23/2020

3. The maximum amount of this Agreement is:

\$1,000,000,000.00

One Billion 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/ Attachment 1	2 / 18
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	General Terms and Conditions	04/2017
+		
-		

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.)

Aya Healthcare, Inc.

CONTRACTOR BUSINESS ADDRESS

5930 Cornerstone Court West Suite 300

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

John Martins

TITLE

Senior VP of Operations Strategy

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/25/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Angela Salas

FOR Joseph Torrez

TITLE

Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

3/27/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC1102/ EO N-25-20-COVID-19

Exhibit A –Consultant/Personal Services Contract**1. Service Overview**

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

CDPH will utilize Candidates (as defined in Attachment 1 of this agreement section II-(a)) and LT Providers (as defined in Attachment 1 of this agreement section III-a) to supplement their existing workforces with contingent labor. Aya shall act as CDPH's strategic staffing provider with respect to the provision of Candidates and LT Providers to CDPH. CDPH will communicate all its needs for Candidates and LT providers to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates and LT providers to fulfill CDPH's needs. Please refer to Attachment 1 of this agreement for further details and information.

2. Service Location

The services shall be performed at "Participating Facilities." The Participating Facilities will be established by mutual written agreement of CDPH and Aya and may be modified or updated from time to time.

3. Service Hours

The services shall be provided as needed by the State during this time of the Governor's Proclamation of a State Emergency for COVID-19 and the executive order N-25-20-COVID 19.

4. Project Representatives

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

California Department of Public Health Cassie Dunham Telephone: 916-324-1261 Fax: N/A E-mail: cassie.dunham@cdph.ca.gov	Aya Healthcare, Inc., Thomas Lee Telephone: 858-279-2787 Fax: 858-279-2787 E-mail: TLee@ayahealthcare.com
---	--

B. Direct all fiscal inquiries to:

California Department of Public Health Fiscal Operations Section Attention: Jennifer A. Hill Mail Station Code 3202 1616 Capitol Ave P.O. Box Number 997377 Sacramento, CA 95814/95899-7377 Telephone: 916-552-8722 E-mail: Jennifer.Hill3@cdph.ca.gov	Aya Healthcare, Inc., Attention: Thomas Lee 5930 Cornerstone Court West, Suite 300 San Diego, CA 92121 Telephone: 858-279-2787 Fax: 858-279-2787 E-mail: TLee@ayahealthcare.com
---	--

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

Remittance Address
Contractor: Aya Healthcare, Inc.
Attention "Cashier":
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
858-279-2787
858-279-2787
TLee@ayahealthcare.com

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.

5. Services to be Performed

*Please see **Attachment 1** of this agreement for all detailed information regarding services to be performed as well as a more in depth Scope of Work.*

Attachment 1: Supplemental Staffing Provider Agreement

This Supplemental Staffing Provider Agreement (the "**Agreement**") is made and entered into as of March 23, 2020 (the "**Effective Date**") between Aya Healthcare, Inc., located at 5930 Cornerstone Court West, Suite 300, San Diego, CA 92121 ("**Aya**") and California Department of Public Health located at 1616 Capitol Ave, Sacramento, CA 95814 ("**Client Entity**"). Aya and Client (as defined in the Agreement) are sometimes referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**".

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Aya and Client agree as set forth below.

I. STRATEGIC STAFFING PROVIDER RELATIONSHIP

- a. **CLIENT ENTITY AND ITS PARTICIPATING FACILITIES.** Client Entity is a California state agency that owns, operates or contracts with one or more hospitals, clinics, or other healthcare facilities, including those (the "**Participating Facilities**"). The Participating Facilities will be established by mutual written agreement of Client Entity and Aya and may be modified or updated from time to time. Client Entity and the Participating Facilities are collectively, referred to as "**Client**."
- b. **FULFILLMENT OF CANDIDATE NEEDS.** From time to time Client utilizes Candidates (as defined below in section II-(a)) and LT Providers (as defined below in Section III-a) to supplement their existing workforces with contingent labor. Aya shall act as Client's strategic staffing provider with respect to the provision of Candidates and LT Providers to Client. Client will communicate all its needs for Candidates and LT Providers to Aya using a method agreed to by the Parties. Aya will use commercially reasonable efforts to recruit, submit and staff qualified Candidates and LT Providers to fulfill Client's needs.
- c. **CONSOLIDATED INVOICING AND PAYMENT TERMS.** Aya will send consolidated Invoices covering the services performed under this Agreement for a given weekly billing period to the contact designated by Client. Client shall pay the Invoices within net thirty (30) days of invoice date, with interest of two percent (2%) per month on balances past due.

II. PROVISION OF CANDIDATES

- a. **CANDIDATES.** As used in this Agreement, the phrase "Candidates" means the following types of personnel:
 - i. **Clinical Candidates:** Registered nurses, certified nurse assistants, clinical technicians, therapists, and other clinical, nursing and allied healthcare professionals (not including advanced practice nurses, physicians, or physicians' assistants) who are assigned to perform work for Client on a temporary or supplemental basis. The scheduling and rate terms applicable to Clinical Candidates are set forth on Addendum A. Clinical Candidates are divided into the following subclasses:
 - (a) **Travel Candidates:** Clinical Candidates who are assigned to perform work for Client or a Participating Facility on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length, with a typical assignment lasting thirteen (13) weeks.
 - (b) **Per Diem Candidates:** Clinical Candidates who are assigned to perform work for Client or a Participating Facility on a temporary or supplemental as needed shift basis, and who are not generally confirmed for assignments of a specified duration.
 - ii. **Non-Clinical Candidates:** Personnel, laborers, and professionals who are assigned to perform non-clinical work (including, but not limited to, IT, HIM, housekeeping, and all other non-clinical supplemental labor) for Client on a temporary or supplemental basis for a specified assignment duration of one (1) to fifty-two (52) weeks in length. The scheduling and rate terms applicable to Non-Clinical Candidates are set forth on Addendum B.
 - iii. **Crisis Candidates.** Crisis Candidates shall be Clinical or Non-Clinical Candidates provided to fill "**Critical Needs**." Critical Needs are orders for Travel Candidates that are labeled by client as "Critical," "Crisis," or "Rapid Response" or similarly, or orders for Candidates where the scheduled start date is within three (3) weeks of receipt of order.
- b. **SCHEDULING, RATE AND CANDIDATE TERMS.** The scheduling, rate, and billing terms applicable to Aya Candidates' offered positions by Client are set forth in the attached Addendum(a) as determined by Candidate type. The Addendum(a) may be amended, as mutually agreed by Client Entity and Aya in writing. The details relating to a particular Aya Candidate's assignment, such as unit/department, shift, and dates of assignment will generally be confirmed in writing through a work order confirmation; provided that this Agreement will govern in the event of any conflict between the terms of the work order and this Agreement.

Attachment 1: Supplemental Staffing Provider Agreement

- c. **CANDIDATE TIMEKEEPING & APPROVAL.** Client is responsible for accurately recording and approving the time worked by Aya Candidates. Client shall not permit Aya Candidates to perform work "off-the-clock." Each week, Client will provide Aya with approved weekly time records for all Aya Candidates in an electronic or other format acceptable to Aya by noon on the Tuesday following the end of the workweek. The time records shall reflect all time worked by each Aya Candidate (including the start and stop times of each work period and start and stop times of each meal period) as well as any other billable hours (such as on-call time). If Client fails to timely provide or otherwise promptly approve or object to time records, the time records submitted by the Aya Candidate or Aya will be presumed accurate.
- d. **RATES INCLUSIVE.** All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Aya Candidates. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya's sole discretion or Aya clinical interview screening of Clinical Candidates submitted by Aya.
- e. **CANDIDATE SCREENING & CLIENT POLICIES.** Client shall screen, interview and accept or reject Candidates submitted by Aya in a timely manner and notify Aya of the starting date, unit, shift, and orientation schedule for each accepted Aya Candidate. Prior to any Aya Candidate commencing work with Client, Client shall furnish Aya and the Aya Candidate with copies of all Client policies and procedures relevant to the scope of practice and duties of such Aya Candidate's assignment and with which the Aya Candidate will be expected to comply, including, but not limited to, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.
- f. **CANDIDATE COMPETENCY DOCUMENTATION AND COMPLIANCE DOCUMENTATION.**
- i. **Competency and Compliance Documentation.** Except where prohibited by law, Aya will maintain on file or contractually require the applicable employer to maintain on file Competency Documentation and Compliance Documentation for each Aya Candidate. "**Competency Documentation**" will generally include documentation of the qualifications of each Aya Candidate as reasonably necessary to establish competency, which may depend on the position and type of Candidate at issue but may include completed employment application and professional references. For Clinical Candidates, Competency Documentation also includes (as applicable for the position at issue) primary source verification of State Licensure, clinical skills checklist(s), unit and medication competency exams, Basic Cardiac Life Support and Advanced Certifications, and documentation showing that a Clinical Candidate has a minimum of one (1) year of experience. "**Compliance Documentation**" will generally include the following: a negative 10-panel drug screen, negative PPD test results or Quantiferon Gold (or, if past positive PPD, chest X-ray with TB questionnaire), physical health statement, Varicella documentation, Rubella, Mumps and Rubeola documentation, Hepatitis B documentation, OIG and GSA search, and criminal background check.
- ii. **Provision of Documentation.** Unless prohibited by law, Aya shall use commercially reasonable efforts to provide to or make available for inspection by Client, the Competency Documentation and Compliance Documentation one (1) week prior to the Aya Candidate's start date, but Aya's failure to provide such documentation one (1) week prior shall not affect the Aya Candidate's ability to start an assignment, provided the required documentation is provided by the time of start. Aya may provide attestations that Competency Documentation and Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check and drug screen documentation, to the extent consistent with standards of The Joint Commission and applicable laws. All Client requests for additional documentation must be made in writing, but Aya shall not be obligated to provide such additional documentation. Client also agrees that for some positions including crisis or rapid response positions, the Parties may mutually agree to waive certain compliance documentation requirements and such waivers may be made orally or in writing, including through electronic mail.
- iii. **Crisis Candidates.** For Crisis Candidates, the following shall apply in lieu of sections (i) and (ii) above. Aya will maintain on file or contractually require the applicable employer to maintain on file the following documentation (the "**Compliance Documentation**") for each Crisis Candidate as permitted by applicable law:
- Primary source verification of licensure (Clinical Candidate Only)

Attachment 1: Supplemental Staffing Provider Agreement

- Basic Cardiac Life Support (Clinical Candidate only)
- Negative 9-panel drug screen (instant drug screen permitted)
- OIG and GSA search, and
- Criminal background check (within 12-months prior to start; instant permitted)

Aya may provide attestations that Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check and drug screen documentation, to the extent consistent with standards of The Joint Commission or Client's applicable accrediting organization and applicable laws. All Client requests for additional documentation must be made in writing and will be provided where mutually agreed by the Parties in writing.

- iv. **Client Compliance with Laws.** Client agrees to treat all Competency Documentation, Compliance Documentation, and other personnel information relating to Aya Candidates as Confidential Information within the meaning of this Agreement, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, Aya, or the Aya Candidate. Client also agrees to comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.
- g. **CANDIDATE COMPENSATION.** Aya or an affiliate will (i) employ and compensate the Aya Candidates for hours worked for Client; (ii) deduct all applicable payroll taxes such as FICA, Federal and State from the compensation of Aya Candidates in compliance with state and federal law; and (iii) maintain relevant employment documentation such as an I-9 form, W-4 form, and photo identification for Aya Candidates.
- h. **PERFORMANCE OUTCOMES.** Client shall notify the designated Aya representative immediately and provide written documentation (incident report) of any unsatisfactory performance or conduct of any Aya Candidates. Client will provide performance evaluations from its director of nursing or equivalent personnel to Aya in the event of any unsatisfactory performance or conduct and at the end of each assignment.
- i. **SENTINEL EVENT REPORTING.** In the event of any unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to any Aya Candidate, Client must report the Sentinel Event to Aya within twenty-four hours. Reports should include the name of Aya Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya Candidate makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.
- j. **CANDIDATE INJURY PROCEDURES.** In the event of an unexpected injury to any Aya Candidate at Client's job site, Client will instruct the Aya Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, Client will immediately send the injured Aya Candidate to the closest emergency room and provide transportation if necessary or appropriate. Client must notify Aya of injuries to Aya Candidates within eight (8) hours of learning of the injury and promptly complete and submit to Aya a written incident report in a format acceptable to Aya that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.
- k. **FLOATING.** Client agrees to float Aya Candidates in rotation with Client's staff and in accordance with Client's floating policies, as well as the clinical experiences of the Aya Candidate being asked to float. Client confirms that Client's policies on floating comply with current standards of The Joint Commission, including the provision of an appropriate orientation to the new unit.
- l. **MANNER OF WORK.** Aya Candidates are not supervised by Aya; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Aya Candidates and shall retain professional and administrative responsibility for the work performed by Aya Candidates. Client shall be responsible for determining the clinical competencies required of Aya Candidates. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request any Aya Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Aya Candidate's confirmed assignment or at any work location other than the confirmed location. Client shall not, under any circumstances, entrust any Aya Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya Candidate to use any vehicle,

Attachment 1: Supplemental Staffing Provider Agreement

regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Aya.

- m. **SAFETY.** Client agrees to provide Aya Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Aya Candidates to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Aya Candidates as if they were a member of Client's regular workforce.
- n. **COVID-19 RESPONSE.** Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus). Client shall be responsible for all expenses and costs relating to such compliance and for any necessary testing, monitoring, care, or other related expenses, including any expenses or costs incurred with respect to any necessary time off, quarantine or self-isolation required, in the event of exposure or potential exposure to COVID-19 (collectively "**Expenses**") by any Aya Candidates.. Client is also responsible for payment of all guaranteed hours during any period of quarantine, self-isolation, remediation or other appropriate time away from patient care as a result of Aya Candidate's exposure, potential exposure, care or treatment relating to COVID-19 (the "**Remediation Period**"). Aya Candidates will not be expected to perform any work, but may not be cancelled during the Remediation Period and their assignment shall be deemed to be extended and continue during the full length of any Remediation Period, which shall not exceed four (4) weeks.
- o. **MEAL AND REST BREAKS.** Client shall schedule Aya Candidates so as to allow them sufficient time to take any legally required meal, rest, or recovery breaks. If, in the sole and absolute discretion of Aya, it is determined that paying a meal, rest or recovery period premium or other pay to those Aya Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then Aya retains the right to bill Client for said premium payment.

III. LT PROVIDERS

- a. **LT PROVIDERS.** As used in this Agreement, the phrase "**LT Provider(s)**" means the following types of personnel: (i) locum tenens physicians (referred to herein as "**LT Physician(s)**"), and (ii) advanced practice providers and nurses, including nurse practitioners, CRNAs, CNMs, and physician assistants (referred to herein as "**AP Provider(s)**") who provide services to Client on a temporary basis. Subcontractors of Aya providing LT Providers are referred to herein as "**LT Agency(ies)**."
- b. **RATES, REIMBURSEMENTS AND STATEMENTS OF WORK.** Hourly rates will be agreed to for each LT Provider. In addition to payment of the hourly rates, Client shall also be responsible for reimbursing Aya for all transportation and lodging/housing costs related to any Aya LT Provider's assignment, including, but not limited to, airfare, rental car, mileage, baggage fees. The terms and conditions and applicable rates for certain Aya LT Providers are set forth on Addendum C. The terms and conditions for Aya LT Providers, including assignment location, scope of work, all applicable rates, more specifics regarding transportation, lodging/housing or other reimbursement obligations, and/or any additional compliance documentation requirements, will generally be set forth in the applicable statement of work (the "**SOW**") for each particular Aya LT Provider and/or class of LT Providers. Such SOWs shall be mutually agreed to and generally signed by an authorized representative of each Party prior to the Aya LT Provider being assigned. Client acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any meal and incidental or other reimbursement for which it is responsible. Aya will provide Client with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d). At no additional charge, Aya may, in its discretion, also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Aya's sole discretion.
- c. **CANCELLATION.** After acceptance of any Aya LT Provider by Client for an assignment, Client may only cancel or modify the assignment or scheduled shifts upon written notice to Aya provided at least thirty (30) days prior notice. If Client cancels or modifies an assignment, including by cancelling any previously scheduled shifts, without providing thirty (30) days' written notice, Client shall pay the following to Aya: (i) all fees that would have been due for scheduled shifts in the thirty (30) days following the cancellation or modification; and (ii) all non-refundable costs and expenses, such as housing, travel, disbursements,

Attachment 1: Supplemental Staffing Provider Agreement

compliance, screening or other onboarding related costs, incurred by Aya or LT Provider as a result of such cancellation.

- d. **PRIVILEGING, CREDENTIALING & ORIENTATION.** Client shall be solely responsible for determining the qualifications, privileging, and compliance documentation and requirements and for making sure Aya LT Providers meets such requirements prior to their performance of services for Client. Client shall timely initiate and conduct the privileging and credentialing process for Aya LT Providers in accordance with Client's policies, applicable law, and applicable accrediting organizations. Client shall be solely responsible for providing Aya LT Providers with any required or appropriate orientation or training. Client is responsible for all associated costs and expenses. Aya and LT Agencies do not and shall not conduct or participate in any credentialing, privileging, or other evaluative or similar activity or service pursuant to this Agreement, the responsibility for, and liability arising from, each of which is expressly and entirely borne by Client. In coordination with the Client or Participating Facilities as applicable, Aya will maintain on file or contractually require the applicable LT Agency to maintain on file the following documentation (the "**LT Compliance Documentation**") for each LT Provider as permitted by applicable law:
- Primary source verification of licensure
 - Basic Cardiac Life Support (as applicable)
 - DEA (active license verification upon start)
 - NPDB Self-Query (within 1-year of start)
 - AMA Report (education, board certs and licenses held) (within 1-year of start)
 - OIG and GSA search, and
- Aya may provide attestations that LT Compliance Documentation is maintained in Aya's files in lieu of copies of such documents, including, but not limited to background check and drug screen documentation, to the extent consistent with standards of The Joint Commission or Client's or Participating Facilities' applicable accrediting organization and applicable laws. All Client requests for additional documentation must be made in writing and will be provided where mutually agreed by the Parties in writing.
- e. **REVIEW OF LT PROVIDER SUBMISSIONS.** Client shall review the profiles and resumes of LT Providers presented by Aya and provide feedback to Aya within forty-eight (48) hours of Aya's submission of the LT Provider to Client for consideration.
- f. **ASSIGNMENT OF BILLING RIGHTS.** Client is responsible for determining what documents are necessary for the assignment of third-party billing rights. Client shall provide Aya with copies of all required assignment documentation. Aya shall coordinate with Aya LT Providers and, as applicable, LT Agencies to obtain and provide to Client the signed assigned documentation.
- g. **PERFORMANCE REPORTING & EVALUATIONS.** Client shall notify the designated Aya representative immediately and provide written documentation (e.g., a performance report) of any unsatisfactory performance or conduct of LT Providers. Client shall also assist Aya and LT Agencies in their quality assurance efforts by completing LT Provider evaluations when requested. Aya and Client agree to comply with all applicable laws during this process and shall use commercially reasonable efforts to come up with a mutually acceptable solution to any problems that may arise.
- h. **SENTINEL EVENT REPORTING.** In the event of any unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events or claims ("**Sentinel Events**") involving or relating to a Aya LT Provider, Client must report the Sentinel Event to Aya within twenty-four hours. Reports should include the name of Aya LT Provider and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Aya LT Provider makes a claim against Client alleging any wrongdoing, Client shall immediately notify Aya.
- i. **SAFETY, FACILITIES, & EQUIPMENT.** Client shall be responsible for providing a safe, suitable, professional, and ethical practice environment for LT Providers, including providing access to any necessary equipment, supplies and other support consistent with LT Provider's area of practice. Client shall be responsible for its own facilities, equipment, supplies, practice methods, environment, protocols, policies, staffing levels, privileging and related matters.
- j. **COVID-19 RESPONSE.** Client agrees to comply with all applicable occupational health and safety standards and standards and guidance of the Centers for Disease Control, including all precautions and

Attachment 1: Supplemental Staffing Provider Agreement

guidance relating to the treatment of patients with or under observation for communicable diseases, including COVID-19 (aka 2019 Novel Coronavirus). Client shall be responsible for all expenses and costs relating to such compliance and for any necessary testing, monitoring, care, or other related expenses, including any expenses or costs incurred with respect to any necessary time off, quarantine or self-isolation required, in the event of exposure or potential exposure to COVID-19 (collectively "**Expenses**"). by any Aya LT Provider. Client is also responsible for payment of all scheduled shifts during any period of quarantine, self-isolation, remediation or other appropriate time away from patient care as a result of Aya LT Provider's exposure, potential exposure, care or treatment relating to COVID-19.

k. INDEPENDENT CONTRACTOR STATUS OF LT PROVIDERS; DISCLAIMER.

i. Client acknowledges that LT Providers are provided as independent contractors and not as employees of Aya, its affiliates, or LT Agencies. Client assumes all risk relating to such classification. Notwithstanding the foregoing, AP Providers provided under this Agreement may be classified and treated by Aya, its affiliates or the LT Agencies as employees, and not independent contractors, to the extent such classification is determined to be appropriate in their discretion given the circumstances of the position and under applicable local state, or federal laws. In the event any AP Provider is treated as an employee of Aya, its affiliates, or an LT Agency, Aya shall, or shall require the applicable affiliate or LT Agency to be responsible for: (i) compensating such employee for hours worked for Client; (ii) deducting all applicable payroll taxes such as FICA, Federal and State from the compensation of such employed AP Provider in compliance with state and federal law; (iii) providing workers' compensation insurance in accordance with applicable law; and (iv) maintaining relevant employment documentation such as an I-9 form and W-4 form.

ii. CLIENT ACKNOWLEDGES THAT AYA, AYA'S AFFILIATES, LT AGENCIES, AND EACH OF THEIR AGENTS, EMPLOYEES, AND OFFICERS, ARE NOT LICENSED TO PRACTICE MEDICINE AND DO NOT ENGAGE IN THE PRACTICE OF MEDICINE. AYA, ITS AFFILIATES, AND LT AGENCIES SHALL HAVE NO RESPONSIBILITY FOR, NO RIGHT TO EXERCISE CONTROL, AND SHALL NOT EXERCISE ANY CONTROL OR DIRECTION OVER THE QUALITY OF OR THE MANNER OR MEANS IN WHICH ANY LT PROVIDER PERFORMS SERVICES FOR CLIENT. AYA, ITS AFFILIATES, AND LT AGENCIES SHALL ALSO HAVE NO RIGHT OR RESPONSIBILITY FOR MAKING ANY DETERMINATIONS REGARDING ANY LT PROVIDER'S COMPETENCY, QUALIFICATIONS, SKILL, SERVICES, ASSIGNMENTS, SCHEDULE OR PRACTICE. CLIENT HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT LT PROVIDERS WILL ENABLE CLIENT TO ATTAIN ANY PARTICULAR GOAL OR OBJECTIVE OR PROVIDE CLIENT WITH ANY SOLUTION TO ANY PARTICULAR PROBLEM.

iii. Notwithstanding the foregoing, Client shall not, without the prior written consent of Aya, permit or request an LT Provider to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such LT Provider's confirmed assignment or at any work location other than at the confirmed location. Client shall not, under any circumstances, entrust any LT Provider with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Aya. Client shall not, under any circumstances, request or permit any Aya LT Provider to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without written permission of Aya.

i. **CONVERSION OF LT PROVIDERS.** Client acknowledges that once an LT Provider is referred to Client, Aya is the procuring cause with reference to any future relationship between Client and LT Provider. If Client engages an LT Provider for permanent or temporary services (either directly or indirectly through another vendor) within the twelve (12) month period following the later of: (i) the date the LT Provider is introduced to Client by Aya; or (ii) the conclusion of LT Provider's assignment with Client, then Client agrees to pay Aya a placement fee. The placement fee will be twenty-five thousand dollars (\$25,000) for physicians, and twenty thousand dollars (\$20,000) for all other positions unless otherwise specified in an SOW. This placement fee applies where an LT Provider is hired after first serving in a temporary or locum tenens capacity under this Agreement or any other. This obligation shall survive the termination of this Agreement.

m. **LIMITATION ON INDEMNITY & LIABILITY FOR LT PROVIDERS.** Aya shall have no obligation to indemnify Client for acts or omissions of any LT Providers or LT Agencies, and LT Agencies shall have no obligation to indemnify Client for acts or omissions of LT Providers.

IV. GENERAL TERMS

Attachment 1: Supplemental Staffing Provider Agreement

- a. **TERM; TERMINATION.** The term of this Agreement shall be for a period of six (6) months, and thereafter, this Agreement will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, at any time upon ninety (90) days' written notice to the other Party. Either Party may also terminate this Agreement upon the occurrence of any of the following events (a "**Termination for Cause**"): (i) the other Party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching Party within ten (10) calendar days following written notice to the breaching Party, (ii) the other Party dissolves; (iii) the other Party becomes insolvent or institutes insolvency proceedings or files, or is subject to a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other Party of, or the other Party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (v) the assignment by the other Party of its property for the benefit of creditors; or (vi) the appointment of any receiver, trustee or liquidator for the other Party or for any property of the other Party, where such appointment is not removed or terminated within sixty (60) calendar days. If either Party terminates this Agreement (other than a Termination for Cause by Aya), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement. The provisions of this Agreement relating to confidentiality and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.
- b. **CONFIDENTIALITY.** The Parties acknowledge that they may receive from each other from time to time, information and/or material which is confidential in nature, including, but not limited to, marketing, pricing, or other confidential business information relating to Aya, Client, or each of their clients, customers, patients, subcontractors or employees, or personnel, Compliance Documentation or Competency Documentation of Aya Candidates, or applicants (collectively "**Confidential Information**"). The Parties agree to treat as confidential and not to divulge to any third-parties any Confidential Information of the other Party (and with respect to Client of any affiliates or subcontractors of Aya), except to their own employees, agents, attorneys, accountants, or representatives (collectively, "**Representatives**"), and to use such Confidential Information only for legitimate business needs relating to the performance, administration or enforcement of this Agreement. In the event a Party provides Confidential Information to such Party's Representatives, the Party shall be liable for such Representatives' compliance with the terms of this paragraph and shall require the Representatives to treat such information and/or material as confidential. Nothing herein, shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas. The Parties agree to the issuance of an injunction to prevent violations of this paragraph.
- c. **INSURANCE.** Aya will provide general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Aya will provide professional liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year for Clinical Candidates employed by Aya or its affiliates. Aya will also provide or cause to be provided worker's compensation insurance with statutory limits required by applicable law for each Candidate employed by Aya. Aya will provide certificates of insurance to Client if requested. Further, Aya will also provide professional liability insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering Aya LT Providers directly contracted with Aya or a Aya corporate affiliate for services performed under this Agreement. For LT Providers provided by an LT Agency through this Agreement, Aya will contractually require the LT Agency to provide professional liability insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering LT Providers provided by the LT Agency for services performed under this Agreement.
- d. **EMERGENCY SERVICES WORK.** The Parties agree that the Candidates hereunder are being provided in response to an emergency and that it is the intent of the Parties that the Candidates be afforded the immunities set forth in Government Code 8659 and 8657(b), Civil Code 1714.5(b). and any other similar law, regulation or order to the fullest extent permitted by applicable law.
- e. **LIMITATION OF LIABILITY; DISCLAIMER.** NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (AND TO THE FULLEST EXTENT PERMITTED BY LAW, PUNITIVE DAMAGES) INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF

Attachment 1: Supplemental Staffing Provider Agreement

THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS TO AYA FOR THE SERVICES HEREUNDER OR EITHER PARTY BREACH OF SECTION IV(b) OR (IV)(f), NEITHER PARTY'S LIABILITY HEREUNDER SHALL BE NO GREATER THAN THE AMOUNT PAID BY CLIENT FOR THE SERVICES OF THE AYA CANDIDATE OR AS APPLICABLE AYA LT PROVIDER WHOSE ACTIONS OR OMISSIONS ARE THE BASIS FOR SUCH LIABILITY. Client acknowledges and agrees that the Aya Candidates who perform work for Client are provided by Aya for the sole purpose of supplementing Client's existing work force, and Client hereby expressly disclaims any representation or warranty that such Aya Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

f. **TECHNOLOGY SOLUTION.**

- i. **Terms of Use.** In connection with its performance of this Agreement, Client may be given access to a technology solution(s), provided by Aya or a third party, to facilitate the performance of this Agreement, such as Aya's proprietary web-based portal known as "Aya Connect" (collectively, the "**Technology Solutions**"). Client agrees to comply with all terms of use requirements for such Technology Solutions at all times, including, but not limited to, such terms as may be provided by third party providers of the Technology Solutions, and to execute further agreements as may be required to obtain access to such systems. The current terms of use of Aya Connect and its related websites can be found at: <https://www.ayahealthcare.com/terms-of-service> and the current electronic consent policy is located at: <http://www.ayahealthcare.com/electronic-consent-agreement> (collectively, the "**Terms of Use**") and are incorporated by reference herein as though set forth in full at this point. Client agrees to comply with the Terms of Use and that it is "You" as defined and used in the Terms of Use. The Terms of Use are modified herein so that in lieu of the notice procedures in such agreement, any notices required to be given to Aya under the Terms of Use, including any updates to email addresses, shall be provided in accordance with the notice provisions in this Agreement. Client agrees that the entirety of the Aya Connect technology solution, including, but not limited to, its design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through it (collectively "**Aya Technology Information**") shall be considered Confidential Information of Aya.
- ii. **License; Proprietary Rights.** Client hereby grants Aya a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute any Aya Technology Information provided by Client in any form, medium, or technology now known or later developed. Except for the limited, non-exclusive, revocable use rights expressly granted herein, Aya reserves all rights, titles, and interests not expressly granted to Client and this Agreement does not transfer any right, title or interest in the Technology Solutions, Aya Connect, Aya Technology Information or other Aya Confidential Information to Client.
- iii. **Use Restrictions.** Client agrees that its access and use of the Technology Solutions shall be limited only to the extent such access and use directly relates to and is necessary for Client's performance under this Agreement. Client shall limit access to the Technology Solutions to only those employees or agents of Client with a legitimate business need for such access. Client's access and use of the Technology Solutions may be terminated: (i) upon Client's breach of this Agreement, (ii) automatically upon the termination or expiration of this Agreement, or (iii) at Aya's discretion upon notice. In no event shall Aya be liable for damages in connection with such termination. Client shall not, and shall ensure that its employees, agents, and contractors do not use or make Technology Solutions available for use by any unauthorized persons or for any use not explicitly permitted by this Agreement, and Client agrees it shall be responsible for any violation by Client or its agents or employees of this provision or the applicable terms of use in effect at the time of such access. Client shall be responsible for notifying Aya promptly in the event Client's relationship with any employee or agent who had access to the Technology Solutions is severed, so that passwords may be updated or accounts disabled as necessary. Client's use of the Technology Solutions may be monitored for usage level and ensure compliance with this Agreement and any applicable terms and conditions.
- iv. **Disclaimer.** ALL TECHNOLOGY SOLUTIONS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. AYA FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. AYA DOES NOT WARRANT THAT TECHNOLOGY SOLUTIONS WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

Attachment 1: Supplemental Staffing Provider Agreement

- g. **ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b).** To the extent required by applicable law, Aya agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes Aya subcontractors that have a contract with Aya for which the cost or value is \$10,000 or more in a twelve (12) month period. Said access shall be limited to a period of four (4) years after the furnishing of services under this Agreement hereunder.
- h. **COMPLIANCE WITH APPLICABLE LAWS & ACCREDITING STANDARDS.** The Parties will abide by and comply with all applicable local, state, and federal regulatory agency requirements in performing this Agreement. Client will also comply with all applicable standards of any accrediting organizations of which it is a member or by which it is accredited.
- i. **NONDISCRIMINATION.** In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the Parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.
- j. **THE CLEAN AIR ACT.** Aya agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Aya agrees to report each violation to the Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Aya agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency ("FEMA").
- k. **FEDERAL WATER POLLUTION CONTROL ACT.** Aya agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Aya agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Aya agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- l. **SUSPENSION AND DEBARMENT.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Aya is required to verify that none of Aya's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Aya 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. This certification is a material representation of fact relied upon by Client. If it is later determined that Aya 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 Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- m. **BYRD ANTI-LOBBYING AMENDMENT.** Any application or bid from Aya for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to Client. Aya must sign and submit to Client the certification as provided under Exhibit A enclosed in this Agreement.
- n. **CHANGES.** Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.
- o. **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 Agreement only. Aya will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Attachment 1: Supplemental Staffing Provider Agreement

- p. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement 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 Agreement.
- q. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Aya acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Aya's action pertaining to this Agreement.
- r. **NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: California Department of Public Health

ATTN: Jennifer Hill

1616 Capitol Ave, MS3202

Sacramento, CA 95814

Email: Jennifer.Hill3@cdph.ca.gov

To: Aya Healthcare, Inc.

Attn: Facility Contracts

5930 Cornerstone Court West, Suite 300

San Diego, CA 92121

Email: facilitycontracts@ayahealthcare.com

CC: Attn: Legal

Aya Healthcare, Inc.

5930 Cornerstone Court West, Suite 300

San Diego, CA 92121

- a. **INDEPENDENT NATURE OF PARTIES.** Aya provides services to Client as an independent contractor. Neither Party to this Agreement shall be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party.
- b. **SUBCONTRACTORS.** Aya may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates and LT Providers.
- c. **ASSIGNMENT.** Client will not assign this Agreement or any of its rights or duties under this Agreement except upon prior written notice to Aya. Aya (and its successors and assigns) may assign, transfer or encumber any of its rights or duties under this Agreement in its discretion. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.
- d. **FORCE MAJEURE.** Aya shall not be responsible for failure or delay in providing or continuing to provide services to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by personnel assigned to Client or any other acts, causes or occurrences beyond the control of Aya.
- e. **ENTIRE AGREEMENT.** This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous oral and written agreements, understandings, negotiations, commitments and practices between the Parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both Client Entity and Aya.
- f. **GOVERNING LAW; ARBITRATION.** The Parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California, and all Parties consent to jurisdiction in Sacramento California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") with arbitration occurring in Sacramento, California, as the exclusive remedy. The arbitrator shall be selected from the JAMS panel in accordance with the then-applicable JAMS rules. The arbitration shall be conducted pursuant to the then-applicable Comprehensive Arbitration Rules and Procedures of JAMS, except that the Parties agree that the JAMS Streamlined Arbitration Rules and Procedures shall apply for all disputes in which no claim or counter claim exceeds \$250,000.00, not including attorneys' fees and costs. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this

Attachment 1: Supplemental Staffing Provider Agreement

Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, and shall have the authority to order provisional or interim relief prior to the hearing, including by requiring a respondent to post a bond or security for the amount sought against it where there is a substantial likelihood a claimant shall succeed on the merits of a claim or counter-claim or where an award may be rendered meaningless if a bond or security is not required. Either Party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The prevailing party in any arbitration or other action shall be entitled to recover its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

- g. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, void or unenforceable such provision shall be amended to the extent permissible as to effectuate the original intent of the parties, and all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.
- h. **SURVIVAL.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, but not necessarily limited to, all indemnity, payment, confidentiality and insurance obligations set forth herein.
- i. **INCORPORATION BY REFERENCE.** Each Exhibit, Schedule or Addendum attached to this Agreement is hereby incorporated by reference in this Agreement as if the same was set out in full in the text of this Agreement.
- j. **ADVICE OF COUNSEL.** Each Party acknowledges that it has been given the opportunity to discuss this Agreement with their legal counsel and utilized that opportunity to the extent desired. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.
- k. **WAIVER.** The failure of either Party to enforce at any time, or from time to time, any provision of Agreement shall not be construed as a waiver thereof.
- l. **AUTHORITY.** Each person signing this Agreement on behalf of a Party represents that they have the authority to bind the Party for whom they are signing to this Agreement. By signing this Agreement, Client represents that it is entering this Agreement on behalf of Participating Facilities, and that it has the authority to bind Participating Facilities to the terms of this Agreement. Client Entity and the applicable Participating Facility shall be irrevocably, jointly and severally liable under this Agreement.
- m. **HEADINGS.** The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- n. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and transmitted and executed electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED BY:

California Department of Public Health

By: 

Signature

Joseph L. Tornaz

Name

Chief, CMU

Title

3/27/2020

Date

Aya Healthcare, Inc.

By: 

Signature

JOHN MARTINS

Name

SUP OF OPS STRATEGY

Title

3/26/2020

Date

Attachment 1: Supplemental Staffing Provider Agreement

**Addendum A
TERMS AND CONDITIONS FOR CLINICAL CANDIDATES**

RATES & RATE RULES FOR CLINICAL CANDIDATES	
Regular Rates	Regular rates vary by position and rates for certain Crisis Candidate positions are set forth in Addendum A-1: Rate Tables. Regular Rates for positions of Clinical Candidates not set forth in Addendum A-1 will be agreed by the Parties and confirmed by work order confirmation or through the technology solution prior to the Clinical Candidate performing services for Client.
Incentive Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Incentive Rate of the regular rate plus \$5.00 may be used. The use of an Incentive Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Elevated Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Elevated Rate of the regular rate plus \$10.00 may be used. The use of an Elevated Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Overtime	Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate. For work performed in California, overtime is defined as hours worked in excess of forty (40) hours in one (1) workweek. Double-time will be billed at two (2) times the regular rate. For work performed in California, Double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.
On-Call & Call-Back	On-call hours worked will be billed at \$10.00 per hour. If a Candidate is on-call and is then called back/called in to work, all hours worked will be billed at a premium Call-Back rate equal to one and one-half times (1.5x) the regular rate with a minimum of two (2) hours.
Holidays	Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as defined below, will be invoiced at a premium Holiday rate of one and one-half times (1.5x) the regular rate. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.
Charge	Work performed by Travel Candidates when working in a Charge Nurse capacity will be billed at the applicable rate plus \$5.00 per hour.
Mileage	For home health professionals or other professionals where driving is required to perform their job, Client will reimburse Aya for mileage incurred by the home health professional for travel between visit locations. In addition, mileage to the home health professional's first visit in a day and from the home health professional's final visit in a day shall be reimbursed to the extent the distance between the first or final visit and the home health professional's home exceeds thirty (30) miles. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

Attachment 1: Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR TRAVEL CANDIDATES

Scheduling & Guaranteed Hours	<p>Travel Candidates will be confirmed for assignments scheduled to last for between one (1) and fifty-two (52) weeks. Travel Candidates can be assigned to eight (8), ten (10), or twelve (12) hour shifts.</p> <p>For Travel Candidates confirmed to twelve (12)-hour shifts, Client will guarantee a minimum of thirty-six (36) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation. For Travel Candidates confirmed to shifts lengths less than twelve (12)-hours, Client will guarantee a minimum of forty (40) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation.</p> <p>For Crisis Candidates, Client will guarantee a minimum of forty-eight (48) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation.</p> <p>Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours. Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours.</p>
Orientation	<p>Client will provide Travel Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Travel Candidates in Client-provided or required orientation is billable.</p>
Pre-Start Cancellations	<p>After acceptance of Candidate for travel assignment by Client, Client may not cancel that assignment within fifteen (15) days prior to the assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days prior to the start date, Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.</p>
Post-Start Cancellations	<p>Client shall provide one (1) month's written notice of any cancellation of travel assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such one (1) month's cancellation notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.</p>
Conversion/ Placement Fee Stipulation	<p>If Client hires any Clinical Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Clinical Candidate has completed one (1) travel assignment consisting of thirteen (13) or more weeks, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed two (2) travel assignments consisting of thirteen (13) or more weeks each, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.</p>

Attachment 1: Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR PER DIEM CANDIDATES	
Scheduling	Per Diem Candidates will be scheduled on a shift or as needed basis using a process agreed to by the Parties.
Orientation	Client will provide Per Diem Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Per Diem Candidates in Client-provided or required orientation is billable.
Cancellations	Aya and Client agree to a two (2) hour cancellation policy. If Client cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, Client will be billed for two (2) hours plus any time worked.
Late Call	When Client requests Candidate less than one (1) hour prior to the scheduled start of a shift, Client will be billed for that Candidate from the scheduled start of the shift; except if Candidate actually reports to and commences work later than one (1) hour after the start of the shift, Client will only be billed for all actual hours worked. If Candidate is requested after the start of the shift, Client will be billed for that Candidate from the time the request was made; except if Candidate actually reports to and commences work more than one (1) hour after the time of the request, Client will only be billed for all actual hours worked.
Call-Offs (In-Shift Cancellation)	If Candidate is no longer needed by Client after reporting for work, they may be called off by Client. If Candidate is called off by Client, Client shall be billed for the actual number of hours worked by Candidate or four (4) hours, whichever is greater, per the rate structure applicable to that Candidate.
Conversion/ Placement Fee Stipulation	If Client hires any Per Diem Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Per Diem Candidate has completed 520 billable hours, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed 1040 billable hours, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

AGREED TO AND ACCEPTED BY:

California Department of Public Health

By:

Signature

Joseph Torrez

Name

Chief, CMU

Title

3/27/2020

Date

Aya Healthcare, Inc.

By:

Signature

JOHN MARTIN

Name

SVP of FORTS Strategy

Title

3/26/2020

Date

Attachment 1: Supplemental Staffing Provider Agreement

ADDENDUM A-1: RATE TABLES FOR CLINICAL CANDIDATES

		Southern California	Northern California
Position	Specialty	Regular Hourly Rate	Regular Hourly Rate
Registered Nurse	Medical Surgical, ER/ER Holding	\$105.00	\$125.00
Registered Nurse	Pediatrics	\$110.00	\$130.00
Registered Nurse	ICU (all ICUs)	\$125.00	\$145.00
Registered Nurse	MS/Tele, Tele, Observation Unit	\$110.00	\$130.00
Registered Nurse	Operating Room	\$120.00	\$140.00
CNA	All Specialties, 8-hour shifts	\$55.50 \$45.00 (Local Only*)	\$60.00 \$50.00 (Local Only*)
CNA	All Specialties, 12-hour shifts	\$65.00 (Travel) \$52.50 (Local Only*)	\$70.00 (Travel) \$58.00 (Local Only*)
Radiology/Cardiology	CT Tech/MRI Tech	\$130.00	\$150.00
Radiology/Cardiology	X-Ray Tech (based in 48 hours each week)	\$95.00	\$100.00
Respiratory/ Neuro Diagnostics	CRT/RRT	\$95.00	\$105.00
Pharmacy	Pharmacist	\$165.00	\$165.00

*Local Only rates apply where the Candidate resides within 50 miles of the assignment location.

Northern California rates apply to Participating Facilities in the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

Southern California rates apply to Participating Facilities in the following counties: Imperial, Los Angeles, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

At any point during the term of this Agreement, rates may be renegotiated and must be accepted in writing by both Parties.

Attachment 1: Supplemental Staffing Provider Agreement

Addendum B


TERMS AND CONDITIONS FOR NON-CLINICAL CANDIDATES

Regular Rates	Regular Rates for Non-Clinical Candidates vary based on position, experience, and qualifications. Regular Rates for a particular Non-Clinical Candidate will be agreed by the Parties and confirmed by work order confirmation or through the technology solution prior to the Non-Clinical Candidate performing services for Client.
Overtime	Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate. Overtime is generally defined as hours worked in excess of forty (40) hours in one workweek. For work performed in California, overtime is defined as hours worked in excess of eight (8) hours in a workday, or in excess of forty (40) hours in one (1) workweek. Double-time will be billed at two (2) times the regular rate. For work performed in California, Double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.
Holidays	Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be invoiced at a premium Holiday rate of one and one-half times (1.5x) times the regular rate. Holidays begin at 12:00 a.m. on the Holiday and end 24 hours later.
Orientation	Client will provide Non-Clinical Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Non-Clinical Candidates in Client-provided or required orientation is billable.
Mileage	For Non-Clinical Candidates with positions which require driving, Client will reimburse Aya for mileage incurred by the Non-Clinical Candidates for travel between visit locations. In addition, mileage to the Non-Clinical Candidates first visit in a day and from the Non-Clinical Candidates final visit in a day, shall be reimbursed to the extent the distance between the first or final visit and the home Non-Clinical Candidates exceeds thirty (30) miles. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.
Conversion/ Placement Fee Stipulation	If Client hires any Non-Clinical Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Non-Clinical Candidate has completed 520 billable hours, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed 1040 billable hours, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.
STATEMENTS OF WORK	The Parties may agree to additional terms in a Statement of Work covering a position or class of positions. Such terms may include, but will not be limited to reimbursable expenses, cancellation policies and alternative placement fees.


--SIGNATURE PAGE FOLLOWS --

Attachment 1: Supplemental Staffing Provider Agreement

AGREED TO AND ACCEPTED BY:
California Department of Public Health

By: 
Signature Joseph Torrez
Name Chief, CMU
Title 3/27/2020
Date

Aya Healthcare, Inc.

By: 
Signature JOHN MARTUS
Name SUP of OPERATIONS STRATEGY
Title 3/25/2020
Date

Attachment 1: Supplemental Staffing Provider Agreement**ADDENDUM C: RATE TABLES FOR LT PROVIDERS**

LT PROVIDER TYPE	Hourly Rates		
	Start Date From Date of Offer		
	3 months or more	4 weeks to < 3 months	< 4 weeks
NP/PA - Primary Care, Urgent Care, Internal Medicine	\$115.00-\$145.00	\$145.00-\$165.00	\$165.00-\$180.00
NP/PA - Emergency Medicine, Critical Care	\$120.00-\$140.00	\$140.00-\$175.00	\$175.00-\$190.00
CRNA	\$160.00 - \$170.00	\$170.00 - \$180.00	\$180.00 - \$200.00
Intensivist	\$290.00 - \$320.00	\$321.00 - \$350.00	\$351.00-\$375.00

Exhibit B**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the information provided in Attachment 1 of this agreement.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Jennifer A. Hill
California Department of Public Health
Fiscal Operations Section/ Resources and Operations Management Branch
MS 3202
1616 Capitol Ave
P.O. Box 997377
Sacramento, CA 95814/95899-7377

- D. Invoice shall:
 - 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 expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Invoices must be submitted to CDPH either electronically or in hard copies.
 - 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 CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed: \$1,000,000,000.00

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.
- 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, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed 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 not 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 may be 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 based upon the terms of this agreement or an 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.
- 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. 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.

7. Federal Emergency Management Agency (FEMA) Requirements

7.1 Changes

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

7.2 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.

7.3 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.

7.4 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

7.5 Clean Air Act

7.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

7.5.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

7.5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.6 Federal Water Pollution Control Act

7.6.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

7.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant

entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 7.6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.7 Debarment and Suspension

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

7.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

7.9 PROCUREMENT OF RECOVERED MATERIALS

- 7.9.1 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—
- 7.9.1.1 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web

site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7.9.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

7.9.2.2 Meeting contract performance requirements; or

7.9.2.3 At a reasonable price.

CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

John Martins SUP OF OPERATIONS STRATEGY
Name and Title of Contractor's Authorized Official

3/25/2020
Date

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

19-11044

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

STATE AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Aya Healthcare, Inc.

2. The term of this Agreement is:

START DATE

3/23/2020

THROUGH END DATE

9/23/2020

3. The maximum amount of this Agreement after this Amendment is:

\$1,000,000,000.00

One Billion Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The purpose of this amendment is to replace the Terms and Conditions for Clinical Candidates section in its entirety with Addendum A.

II. Addendum A

All other terms and conditions shall remain the same.

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.)

Aya Healthcare, Inc.

CONTRACTOR BUSINESS ADDRESS

5930 Cornerstone Court West Suite 300

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

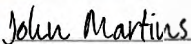
John Martins

TITLE

Senior VP of Operations Strategy

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:



3506812A1132403...

DATE SIGNED

4/21/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow

Digitally signed by Timothy Bow
Date: 2020.04.20 13:58:26 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19

Amendment to Supplemental Staffing Provider Agreement

This Amendment (the "**Amendment**") is effective as of April 17, 2020 between Aya Healthcare, Inc. ("**Aya**") and the California Department of Public Health ("**Client**") and amends the State of California – Department of General Services Standard Agreement (No. 19-11044) between the parties dated March 23, 2020 (the "**Agreement**").


NOW, THEREFORE, the parties agree as follows:

1. **Addendum A of Attachment 1:** Supplemental Staffing Provider Agreement, to the Agreement is hereby deleted and amended in its entirety with the attached Addendum A (4/17/2020).
2. **Amendment Controlling.** This Amendment is incorporated into and made a part of the Agreement. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. Terms defined in the Agreement shall bear the same definitions in this Amendment except as otherwise expressly set forth in this Amendment. All other terms and conditions of the Agreement remain in full force and effect.

AGREED TO AND ACCEPTED BY:

California Department of Public Health

Aya Healthcare, Inc.

By: 
Signature _____

By: _____
Signature _____

Timothy Bow _____
Name

Name

Procurement Officer, Emergency Ops.
Title

Title

Date

Date

Amendment to Supplemental Staffing Provider Agreement

Addendum A TERMS AND CONDITIONS FOR CLINICAL CANDIDATES (4/16/2020)

RATES & RATE RULES FOR CLINICAL CANDIDATES	
Regular Rates	Regular rates vary by position and rates for certain Crisis Candidate positions are set forth in Addendum A-1: Rate Tables. Regular Rates for positions of Clinical Candidates not set forth in Addendum A-1 will be agreed by the Parties and confirmed by work order confirmation or through the technology solution prior to the Clinical Candidate performing services for Client.
Incentive Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Incentive Rate of the regular rate plus \$5.00 may be used. The use of an Incentive Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Elevated Rate	Where Aya and Client mutually agree that a higher rate is appropriate for certain position(s), an Elevated Rate of the regular rate plus \$10.00 may be used. The use of an Elevated Rate will be mutually agreed to and confirmed through the offer process such as by work order confirmation or through the technology solution.
Overtime	Overtime will be billed at a premium overtime rate of one and one-half times (1.5x) the regular rate. For work performed in California, overtime is defined as hours worked in excess of forty (40) hours in one (1) workweek. Double-time will be billed at two (2) times the regular rate. For work performed in California, Double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.
On-Call & Call-Back	On-call hours worked will be billed at \$10.00 per hour. If a Candidate is on-call and is then called back/called in to work, all hours worked will be billed at a premium Call-Back rate equal to one and one-half times (1.5x) the regular rate with a minimum of two (2) hours.
Holidays	Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as defined below, will be invoiced at a premium Holiday rate of one and one-half times (1.5x) the regular rate. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.
Charge	Work performed by Travel Candidates when working in a Charge Nurse capacity will be billed at the applicable rate plus \$5.00 per hour.
Mileage	For home health professionals or other professionals where driving is required to perform their job, Client will reimburse Aya for mileage incurred by the home health professional for travel between visit locations. In addition, mileage to the home health professional's first visit in a day and from the home health professional's final visit in a day shall be reimbursed to the extent the distance between the first or final visit and the home health professional's home exceeds thirty (30) miles. All mileage shall be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel.

Amendment to Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR TRAVEL CANDIDATES	
Scheduling & Guaranteed Hours	<p>Candidates will be confirmed for assignments scheduled to last for between one (1) and fifty-two (52) weeks. Travel Candidates can be assigned to eight (8), ten (10), or twelve (12) hour shifts.</p> <p>For Candidates confirmed to three (3) twelve (12)-hour shifts, Client will guarantee a minimum of thirty-six (36) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation. For Candidates confirmed to four (4) twelve (12)-hour shifts, Client will guarantee a minimum of forty-eight (48) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation. For all other Candidates, Client will guarantee a minimum of forty (40) hours per each one-week work period, or a greater amount if agreed to in a Work Order Confirmation.</p> <p>Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours. Client is financially responsible for all weekly guaranteed hours in the event of shift cancellations or facility closures. On-call hours do not count towards the guaranteed minimum hours.</p>
Orientation	Client will provide Travel Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Travel Candidates in Client-provided or required orientation is billable.
Pre-Start Cancellations	After acceptance of Candidate for travel assignment by Client, Client may not cancel that assignment within fifteen (15) days prior to the assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days prior to the start date, Client shall be responsible for any residual costs or other expenses incurred by Aya, such as housing, travel, disbursements, compliance, screening or other onboarding related costs, and other costs or expenses incurred by Aya as a result of such cancellation.
Post-Start Cancellations	Client shall provide one (1) month's written notice of any cancellation of travel assignment for reasons other than Candidate's inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such one (1) month's cancellation notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.
Conversion/ Placement Fee Stipulation	If Client hires any Clinical Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Clinical Candidate has completed one (1) travel assignment consisting of thirteen (13) or more weeks, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed two (2) travel assignments consisting of thirteen (13) or more weeks each, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

Amendment to Supplemental Staffing Provider Agreement

SCHEDULING AND CANCELLATION POLICIES FOR PER DIEM CANDIDATES	
Scheduling	Per Diem Candidates will be scheduled on a shift or as needed basis using a process agreed to by the Parties.
Orientation	Client will provide Per Diem Candidates with orientation in accordance with the standards of The Joint Commission and Client's policies. All time spent by Per Diem Candidates in Client-provided or required orientation is billable.
Cancellations	Aya and Client agree to a two (2) hour cancellation policy. If Client cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, Client will be billed for two (2) hours plus any time worked.
Late Call	When Client requests Candidate less than one (1) hour prior to the scheduled start of a shift, Client will be billed for that Candidate from the scheduled start of the shift; except if Candidate actually reports to and commences work later than one (1) hour after the start of the shift, Client will only be billed for all actual hours worked. If Candidate is requested after the start of the shift, Client will be billed for that Candidate from the time the request was made; except if Candidate actually reports to and commences work more than one (1) hour after the time of the request, Client will only be billed for all actual hours worked.
Call-Offs (In-Shift Cancellation)	If Candidate is no longer needed by Client after reporting for work, they may be called off by Client. If Candidate is called off by Client, Client shall be billed for the actual number of hours worked by Candidate or four (4) hours, whichever is greater, per the rate structure applicable to that Candidate.
Conversion/ Placement Fee Stipulation	If Client hires any Per Diem Candidate who was presented to Client by Aya during the term of this Agreement or up to one (1) year after the termination or expiration of this Agreement, a fee of twenty percent (20%) of the Candidate's annual salary will be paid by Client to Aya. If the Per Diem Candidate has completed 520 billable hours, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Candidate has completed 1040 billable hours, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this Section shall survive any termination or expiration of this Agreement.

Amendment to Supplemental Staffing Provider Agreement

ADDENDUM A-1: RATE TABLES FOR CLINICAL CANDIDATES

		Southern California	Northern California
Position	Specialty	Regular Hourly Rate	Regular Hourly Rate
Registered Nurse	Medical Surgical, ER/ER Holding	\$105.00	\$125.00
Registered Nurse	Pediatrics	\$110.00	\$130.00
Registered Nurse	ICU (all ICUs)	\$125.00	\$145.00
Registered Nurse	MS/Tele, Tele, Observation Unit	\$110.00	\$130.00
Registered Nurse	Operating Room	\$120.00	\$140.00
CNA	All Specialties	\$65.00 (Travel) \$52.50 (Local Only*)	\$70.00 (Travel) \$58.00 (Local Only*)
LVN	All Specialties	\$90.00	\$95.00
Radiology/Cardiology	CT Tech/MRI Tech	\$130.00	\$150.00
Radiology/Cardiology	X-Ray Tech (based in 48 hours each week)	\$95.00	\$100.00
Respiratory/ Neuro Diagnostics	CRT/RRT	\$95.00	\$105.00
Pharmacy	Pharmacist	\$165.00	\$165.00

*Local Only rates apply where the Candidate resides within 50 miles of the assignment location.

Northern California rates apply to Participating Facilities in the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

Southern California rates apply to Participating Facilities in the following counties: Imperial, Los Angeles, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

At any point during the term of this Agreement, rates may be renegotiated and must be accepted in writing by both Parties.