

1 task performed, the time expended (if billing is hourly), and the name of the Project.
2 Contractor shall certify on the invoices that Contractor has performed the services
3 in full conformance with this Agreement and is entitled to receive payment. Each
4 invoice shall be accompanied by a progress report indicating the progress to date
5 of services performed and covered by the invoice, including a brief statement of any
6 Project problems and potential causes of delay in performance, and listing those
7 services that are projected for performance by Contractor during the next invoice
8 cycle. Where billing is done and payment is made on an hourly basis, the parties
9 acknowledge that this arrangement is either customary practice for Contractor's
10 profession, industry or business, or is necessary to satisfy audit and legal
11 requirements which may arise due to the fact that City is a municipality.

12 C. Contractor represents that Contractor has obtained all
13 necessary information on conditions and circumstances that may affect its
14 performance and has conducted site visits, if necessary.

15 D. By executing this Agreement, Contractor warrants that
16 Contractor (a) has thoroughly investigated and considered the scope of services to
17 be performed, (b) has carefully considered how the services should be performed,
18 and (c) fully understands the facilities, difficulties and restrictions attending
19 performance of the services under this Agreement. If the services involve work upon
20 any site, Contractor warrants that Contractor has or will investigate the site and is
21 or will be fully acquainted with the conditions there existing, prior to commencement
22 of services set forth in this Agreement. Should Contractor discover any latent or
23 unknown conditions that will materially affect the performance of the services set
24 forth in this Agreement, Contractor must immediately inform the City of that fact and
25 may not proceed except at Contractor's risk until written instructions are received
26 from the City.

27 E. Contractor must adopt reasonable methods during the life of
28 the Agreement to furnish continuous protection to the work, and the equipment,

1 materials, papers, documents, plans, studies and other components to prevent
2 losses or damages, and will be responsible for all damages, to persons or property,
3 until acceptance of the work by the City, except those losses or damages as may
4 be caused by the City's own negligence.

5 F. CAUTION: Contractor shall not begin work until this
6 Agreement has been signed by both parties and until Contractor's evidence of
7 insurance has been delivered to and approved by City.

8 2. TERM. The term of this Agreement shall commence at midnight on
9 September 1, 2015, and shall terminate at 11:59 p.m. on September 1, 2017, unless
10 sooner terminated as provided in this Agreement, or unless the services or the Project is
11 completed sooner. The parties have the option to extend the term for two (2) additional
12 one-year periods.

13 3. COORDINATION AND ORGANIZATION.

14 A. Contractor shall coordinate its performance with City's
15 representative, if any, named in Exhibit "B", attached to this Agreement and
16 incorporated by this reference. Contractor shall advise and inform City's
17 representative of the work in progress on the Project in sufficient detail so as to
18 assist City's representative in making presentations and in holding meetings on the
19 Project. City shall furnish to Contractor information or materials, if any, described in
20 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall
21 perform any other tasks described in the Exhibit.

22 B. The parties acknowledge that a substantial inducement to City
23 for entering this Agreement was and is the reputation and skill of Contractor's key
24 employee, Peter Beal. City shall have the right to approve any person proposed by
25 Contractor to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Contractor is and shall act as an independent contractor and not an employee,
28 representative or agent of City. Contractor shall have control of Contractor's work and the

1 manner in which it is performed. Contractor shall be free to contract for similar services to
2 be performed for others during this Agreement; provided, however, that Contractor acts in
3 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
4 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
5 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
6 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
7 the usual and customary rights, benefits or privileges of City employees. Contractor
8 expressly warrants that neither Contractor nor any of Contractor's employees or agents
9 shall represent themselves to be employees or agents of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to Section
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
17 by A.M. Best Company, the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
21 coverage shall include but not be limited to broad form contractual liability,
22 cross liability, independent contractors liability, and products and completed
23 operations liability. City, its boards and commissions, and their officials,
24 employees and agents shall be named as additional insureds by
25 endorsement (on City's endorsement form or on an endorsement equivalent
26 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
27 shall contain no special limitations on the scope of protection given to City,
28 its boards and commissions, and their officials, employees and agents. This

1 policy shall be endorsed to state that the insurer waives its right of
2 subrogation against City, its boards and commissions, and their officials,
3 employees and agents.

4 (b) Workers' Compensation insurance as required by the California
5 Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against City, its boards and commissions, and their
8 officials, employees and agents.

9 (c) Professional liability or errors and omissions insurance in an
10 amount not less than \$1,000,000 per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
13 amount not less than \$500,000 combined single limit per accident.

14 B. Any self-insurance program, self-insured retention, or
15 deductible must be separately approved in writing by City's Risk Manager or
16 designee and shall protect City, its officials, employees and agents in the same
17 manner and to the same extent as they would have been protected had the policy
18 or policies not contained retention or deductible provisions.

19 C. Each insurance policy shall be endorsed to state that coverage
20 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
21 written notice to City, shall be primary and not contributing to any other insurance
22 or self-insurance maintained by City, and shall be endorsed to state that coverage
23 maintained by City shall be excess to and shall not contribute to insurance or self-
24 insurance maintained by Contractor. Contractor shall notify City in writing within five
25 (5) days after any insurance has been voided by the insurer or cancelled by the
26 insured.

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless
2 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
3 continuing coverage for a period of not less than three (3) years, commencing on
4 the date this Agreement expires or is terminated.

5 E. Contractor shall require that all sub-contractors or contractors
6 that Contractor uses in the performance of these services maintain insurance in
7 compliance with this Section unless otherwise agreed in writing by City's Risk
8 Manager or designee.

9 F. Prior to the start of performance, Contractor shall deliver to City
10 certificates of insurance and the endorsements for approval as to sufficiency and
11 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
12 insurance, furnish to City certificates of insurance and endorsements evidencing
13 renewal of the insurance. City reserves the right to require complete certified copies
14 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
15 time. Contractor shall make available to City's Risk Manager or designee all books,
16 records and other information relating to this insurance, during normal business
17 hours.

18 G. Any modification or waiver of these insurance requirements
19 shall only be made with the approval of City's Risk Manager or designee. Not more
20 frequently than once a year, City's Risk Manager or designee may require that
21 Contractor, Contractor's sub-Contractors and contractors change the amount,
22 scope or types of coverages required in this Section if, in his or her sole opinion, the
23 amount, scope or types of coverages are not adequate.

24 H. The procuring or existence of insurance shall not be construed
25 or deemed as a limitation on liability relating to Contractor's performance or as full
26 performance of or compliance with the indemnification provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Contractor and Contractor's employees, and the

1 parties acknowledge that a substantial inducement to City for entering this Agreement was
2 and is the professional reputation and competence of Contractor and Contractor's
3 employees. Contractor shall not assign its rights or delegate its duties under this
4 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
5 of City, except that Contractor may with the prior approval of the City Manager of City,
6 assign any moneys due or to become due Contractor under this Agreement. Any
7 attempted assignment or delegation shall be void, and any assignee or delegate shall
8 acquire no right or interest by reason of an attempted assignment or delegation.
9 Furthermore, Contractor shall not subcontract any portion of its performance without the
10 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
11 or contractor without approval prior to the substitution. Nothing stated in this Section shall
12 prevent Contractor from employing as many employees as Contractor deems necessary
13 for performance of this Agreement.

14 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
15 certifies that, at the time Contractor executes this Agreement and for its duration,
16 Contractor does not and will not perform services for any other client which would create a
17 conflict, whether monetary or otherwise, as between the interests of City and the interests
18 of that other client. And, Contractor shall obtain similar certifications from Contractor's
19 employees, sub-Contractors and contractors.

20 8. MATERIALS. Contractor shall furnish all labor and supervision,
21 supplies, materials, tools, machinery, equipment, appliances, transportation and services
22 necessary to or used in the performance of Contractor's obligations under this Agreement,
23 except as stated in Exhibit "C".

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed or assembled by Contractor or furnished to Contractor in connection
26 with this Agreement, including but not limited to documents, estimates, calculations,
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
28 models, reports, summaries, drawings, designs, notes, plans, information, material and

1 memoranda ("Data") shall be the exclusive property of City. Data shall be given to City,
2 and City shall have the unrestricted right to use and disclose the Data in any manner and
3 for any purpose without payment of further compensation to Contractor. Copies of Data
4 may be retained by Contractor but Contractor warrants that Data shall not be made
5 available to any person or entity for use without the prior approval of City. This warranty
6 shall survive termination of this Agreement for five (5) years.

7 10. TERMINATION. Either party shall have the right to terminate this
8 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
9 prior notice to the other party. In the event of termination under this Section, City shall pay
10 Contractor for services satisfactorily performed and costs incurred up to the effective date
11 of termination for which Contractor has not been previously paid. The procedures for
12 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
13 termination, Contractor shall deliver to City all Data developed or accumulated in the
14 performance of this Agreement, whether in draft or final form, or in process. And,
15 Contractor acknowledges and agrees that City's obligation to make final payment is
16 conditioned on Contractor's delivery of the Data to City.

17 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
18 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
19 performing its services, during the term of this Agreement and for five (5) years following
20 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
21 all information, whether written, oral or visual, obtained by any means whatsoever in the
22 course of performing its services for the same period of time. Contractor shall not disclose
23 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
24 of others except for the purpose of this Agreement.

25 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
26 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
27 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
28 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does

1 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
2 to subpoena or court order.

3 13. ADDITIONAL SERVICES. The City has the right at any time during
4 the performance of the services, without invalidating this Agreement, to order extra work
5 beyond that specified in the RFP or make changes by altering, adding to or deducting from
6 the work. No extra work may be undertaken unless a written order is first given by the City,
7 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
8 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
9 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
10 City Representative. Any greater increases, taken either separately or cumulatively, must
11 be approved by the City Council. It is expressly understood by Contractor that the
12 provisions of this paragraph do not apply to services specifically set forth in the RFP or
13 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
14 the services to be provided pursuant to the RFP may be more costly or time consuming
15 than Contractor anticipates and that Contractor will not be entitled to additional
16 compensation for the services set forth in the RFP.

17 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
18 from any amount payable to Contractor (whether or not arising out of this Agreement) any
19 amounts the payment of which may be in dispute or that are necessary to compensate the
20 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
21 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
22 performing or failing to perform Contractor's obligations under this Agreement. In the event
23 that any claim is made by a third party, the amount or validity of which is disputed by
24 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
25 City may withhold from any payment due, without liability for interest because of the
26 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
27 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
28 indemnify and protect the City as elsewhere provided in this Agreement.

1 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
2 amended, nor any provision or breach waived, except in writing signed by the parties which
3 expressly refers to this Agreement.

4 16. LAW. This Agreement shall be construed in accordance with the laws
5 of the State of California, and the venue for any legal actions brought by any party with
6 respect to this Agreement shall be the County of Los Angeles, State of California for state
7 actions and the Central District of California for any federal actions. Contractor shall cause
8 all work performed in connection with construction of the Project to be performed in
9 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
10 county or municipal governments or agencies (including, without limitation, all applicable
11 federal and state labor standards, including the prevailing wage provisions of sections 1770
12 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
13 fire marshal, health officer, building inspector, or other officer of every governmental
14 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found
15 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it
16 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full
17 force and effect.

18 17. PREVAILING WAGES.

19 A. Consultant agrees that all public work (as defined in California
20 Labor Code section 1720) performed pursuant to this Agreement (the "Public
21 Work"), if any, shall comply with the requirements of California Labor Code sections
22 1770 *et seq.* City makes no representation or statement that the Project, or any
23 portion thereof, is or is not a "public work" as defined in California Labor Code
24 section 1720.

25 B. In all bid specifications, contracts and subcontracts for any
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem
27 wages and the general prevailing rate for holiday and overtime work in this locality
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract. Such
2 bid specifications, contract or subcontract must contain the following provision: "It
3 shall be mandatory for the contractor to pay not less than the said prevailing rate of
4 wages to all workers employed by the contractor in the execution of this contract.
5 The contractor expressly agrees to comply with the penalty provisions of California
6 Labor Code section 1775 and the payroll record keeping requirements of California
7 Labor Code section 1771."

8 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
9 constitutes the entire understanding between the parties and supersedes all other
10 agreements, oral or written, with respect to the subject matter in this Agreement.

11 19. INDEMNITY.

12 A. Consultant shall indemnify, protect and hold harmless City, its
13 Boards, Commissions, and their officials, employees and agents ("Indemnified
14 Parties"), from and against any and all liability, claims, demands, damage, loss,
15 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
16 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
17 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
18 in part, out of or in connection with (1) Consultant's breach or failure to comply with
19 any of its obligations contained in this Agreement, including all applicable federal
20 and state labor requirements including, without limitation, the requirements of
21 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
22 omissions or misrepresentations committed by Consultant, its officers, employees,
23 agents, subcontractors, or anyone under Consultant's control, in the performance
24 of work or services under this Agreement (collectively "Claims" or individually
25 "Claim").

26 B. In addition to Consultant's duty to indemnify, Consultant shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of Consultant shall be required for the duty to defend
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
6 in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was
8 caused by the sole negligence or willful misconduct of Indemnified Parties,
9 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
10 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
11 percentage of willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 20. FORCE MAJEURE. If any party fails to perform its obligations
15 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
16 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
17 governmental regulations, governmental controls, judicial orders, enemy or hostile
18 governmental action, civil commotion, fire or other casualty, or other causes beyond the
19 reasonable control of the party obligated to perform, then that party's performance will be
20 excused for a period equal to the period of such cause for failure to perform.

21 21. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 22. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Contractor shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions
2 shall include, but not be limited to, the following: employment, upgrading, demotion
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
4 or other forms of compensation; and selection for training, including apprenticeship.

5 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
6 accordance with the provisions of the Ordinance, this Agreement is subject to the
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
8 Long Beach Municipal Code, as amended from time to time.

9 A. During the performance of this Agreement, the Consultant
10 certifies and represents that the Consultant will comply with the EBO. The
11 Consultant agrees to post the following statement in conspicuous places at its place
12 of business available to employees and applicants for employment:

13 "During the performance of a contract with the City of Long Beach, the
14 Consultant will provide equal benefits to employees with spouses and its
15 employees with domestic partners. Additional information about the City of
16 Long Beach's Equal Benefits Ordinance may be obtained from the City of
17 Long Beach Business Services Division at 562-570-6200."

18 B. The failure of the Consultant to comply with the EBO will be
19 deemed to be a material breach of the Agreement by the City.

20 C. If the Consultant fails to comply with the EBO, the City may
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
22 to become due under the Agreement may be retained by the City. The City may
23 also pursue any and all other remedies at law or in equity for any breach.

24 D. Failure to comply with the EBO may be used as evidence
25 against the Consultant in actions taken pursuant to the provisions of Long Beach
26 Municipal Code 2.93 et seq., Contractor Responsibility.

27 E. If the City determines that the Consultant has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Consultant in actions taken pursuant to the provisions
3 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

4 24. NOTICES. Any notice or approval required by this Agreement shall
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at
7 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
8 to the City Clerk at the same address. Notice of change of address shall be given in the
9 same manner as stated for other notices. Notice shall be deemed given on the date
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
12 that Contractor has not employed or retained any entity or person to solicit or obtain this
13 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
14 commission or other monies based on or from the award of this Agreement. If Contractor
15 breaches this warranty, City shall have the right to terminate this Agreement immediately
16 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
17 due under this Agreement or otherwise recover the full amount of the fee, commission or
18 other monies.

19 26. WAIVER. The acceptance of any services or the payment of any
20 money by City shall not operate as a waiver of any provision of this Agreement or of any
21 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
22 Agreement shall not constitute a waiver of any other or subsequent breach of this
23 Agreement.

24 27. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 18, 21 and 28 prior to termination or expiration of this Agreement.

27 28. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

1 Contractor shall be solely responsible for payment of all federal and state taxes resulting
2 from payments under this Agreement. Contractor shall submit Contractor's Employer
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
6 Contractor provides one of these numbers.

7 29. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

10 30. AUDIT. City shall have the right at all reasonable times during the
11 term of this Agreement and for a period of five (5) years after termination or expiration of
12 this Agreement to examine, audit, inspect, review, extract information from and copy all
13 books, records, accounts and other documents of Contractor relating to this Agreement.

14 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

DECTON HEALTH SERVICES INC., a California corporation

December 18, 2015

By Paul Pickrell
Name Paul Pickrell
Title CFO

December 18, 2015

By Steven Beal
Name Steven Beal
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dec. 29, 2015

By T. Bill
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Assistant City Manager

This Agreement is approved as to form on December 22, 2015.

CHARLES PARKIN, City Attorney

By Mark
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A-1"

Request for Proposals (RFP)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PD15-154
For
Jail Inmate Medical Services

Release Date: July 29, 2015
 Due Date: August 19, 2015.

For additional information, please contact:
Michelle King, Buyer, 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2014 1001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT	3
2.	ACRONYMS/DEFINITIONS	4
3.	SCOPE OF PROJECT	5
4.	SUBMITTAL INSTRUCTIONS	7
5.	PROPOSAL EVALUATION AND AWARD PROCESS	9
6.	PROTEST PROCEDURES	9
7.	PROJECT SPECIFICATIONS.....	11
8.	WARRANTY/MAINTENANCE AND SERVICE.....	11
9.	COMPANY BACKGROUND AND REFERENCES	11
10.	COST.....	12
11.	TERMS, CONDITIONS AND EXCEPTIONS.....	13

ATTACHMENTS

- A. CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B. PRO-FORMA AGREEMENT
- C. STATEMENT OF NON-COLLUSION
- D. DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

The Long Beach (CA) Police Department seeks proposals from individuals, firms, partnerships, and corporations with experience in providing medical services for the police department's In-Custody Jail Inmate Medical Program. Medical services sought include physician services, Advance Practice Nursing services, Physician Assistant services, Relief Registered Nursing services, and medical billing/medical records management services.

The successful vendor will implement established policies, procedures, and protocols consistent with the standards and requirements of the National Commission on Correctional Health Care (NCCHC) or Affordable Care Act (ACA). Work shall be performed in a manner consistent with the jail's administration policies and other relevant laws of the State of California. The vendor must comply with all requirements of HIPAA to the extent that its mandates apply within a correctional setting.

The successful vendor will provide medical services to inmates housed at the city's jail, located at 400 W. Broadway, Long Beach, California, 90802. The jail is a Type 1 facility and used to house non-sentenced male and female prisoners for no longer than 96 hours, excluding holidays. The men's facility has a capacity of 132 inmates while the female's facility has a capacity of 70 inmates. The jail also houses sentenced prisoners who volunteer as "inmate workers."

Currently, the medical unit is operated in two 12-hour shifts each day of the week. The physician(s) maintains scheduled rounds of two times daily. Nursing services are provided 24 hours per day.

The objective of the RFP is to select the most competitive and qualified vendor capable of providing medical services to jail inmates in accordance with the California Code of Regulations, Title 15, Article 11, Medical/Mental Health Care Services, which establishes the requirements and responsibilities of jail health care services.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Police Department/Fiscal Division
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. **SCOPE OF PROJECT**

The proposed contractor shall be an independent contractor with the capability of providing experienced, knowledgeable, and professional medical staff with clinical background in emergency department care, trauma care, and clinical management of individuals in an urgent care setting. Staff will work in accordance with the administrative policies of the city's jail and other applicable laws of the State of California. In addition, the vendor will fashion policies and procedures in accordance with the standards and requirements of the National Commission on Correctional Health Care.

The contractor shall provide adequate staffing levels at all times to assure the availability of health services to inmate patients. The contractor shall strive to obtain medical/nursing staff with primary backgrounds in Emergency Department, ICU, Telemetry, Urgent Care, and Critical Care specialties. The contractor shall provide staff in a cost effective manner, which promotes continuity of care. This shall be maintained by adhering to 12-hour shifts for nursing staff. The contractor and its staff shall be compassionate, responsive, and maintain excellent working relationships with Long Beach City residents, businesses, government officials, and employees. The contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

On-Site Medical Services

The contractor must provide an on-site program that focuses on inmate safety, disease prevention, and health promotion among the jail population. Licensed on-duty personnel shall focus on cost containment but not compromise the type or quality of the medical services deemed necessary.

- Provide an on-site physician(s) who will serve as the medical administrator and make sound, responsible decisions
- Provide an on-call physician(s) 24 hours daily, readily available by cell phone for consultation and or response to jail
- Provide intake screenings/examinations performed by qualified licensed health staff (MD; NP; PA; RN)
- Provide initial health assessment completed by a licensed MD, NP, PA, or RN
- Provide non-emergency medical treatment of inmates' request for medical treatment based on established policies and procedures
- Provide emergency medical treatment of inmates in an efficient and timely manner following established policies and procedures



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Provide emergency medical services staff, who may be summoned to the jail for a medical emergency, written information on inmates clinical condition
- Determine the medical necessity of all off-site medical services that cannot be provided on-site with prompt reporting
- Perform chronic illness/infectious disease protocols in accordance with those standards and requirements of the National Commission on Correctional Health Care (NCCHC)
- Provide an after-hours resource for jail staff to call with questions regarding inmate medical issues
- Provide public health updates as they apply to infectious diseases specific to inmate populations
- Provide pharmaceutical inventory ordering and management of controlled substances and non-controlled medications
- Provide medication distribution per written orders to inmates at designated time(s)
- Maintain and manage medical records, separate from the custodial records of the inmate
- Provide, analyze, and report medical statistics and overview of medical program on a timeframe established by the City of Long Beach
- Provide quarterly medical staff meetings with licensed personnel to enact continuous quality improvement in delivery of medical services
- Adhere to City of Long Beach jail security policies and procedures

Minimum Staffing Requirements

- Physician (One on-call 24 hours daily)
- Nurse Practitioner
- Physician Assistant
- Registered Nurse
- Medical Records Clerk



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

4. SUBMITTAL INSTRUCTIONS

4.2 RFP Timeline

TASK	DATE/TIME
Deadline for submitting questions	August 5, 2015 at 4:00 PM
Answers to all questions submitted available	August 12, 2015 at 4:00 PM
Deadline for submission of proposals	August 19, 2015 at 11:00AM
Evaluation/Contractor Selection	August/September 2015

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.3 Contractors shall submit one (1) original proposal marked "ORIGINAL"; 3 identical copies; and one (1) digital copy (CD, Flash drive, etc.) as follows:

City of Long Beach
 c/o City Clerk – Attn: Michelle King
 333 W. Ocean Blvd., Plaza Level
 Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP PD15-154
 Title: Jail Inmate Medical Services

4.4 Proposals must be received by August 19, 2015 at 11:00 AM. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
 - 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
 - 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
 - 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
 - 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together.**



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

7. **PROJECT SPECIFICATIONS**

Proposers must conformed to Section 3 noted above.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3. References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5. Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3. References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4. Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

10. COST

- 10.1 Contractors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.
- 10.2 Contractors must submit an hourly rate and/or fee schedule.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1. This contract will be for a period of 24 months with two annual renewal options at the discretion of the City. The contract term will not exceed 48 months.
- 11.2. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4. The City reserves the right to reject any or all proposals received prior to contract award.
- 11.5. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 11.7. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.9. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 11.11. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 11.12. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.13. Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 11.14. The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 11.15. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 11.16. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 11.17. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 11.18. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 11.19. Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.

- 11.20. Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 11.21. The City will not be liable for Federal, State, or Local excise taxes.
- 11.22. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 11.23. The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24. Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.25. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 11.26. Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- 11.27. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 11.28. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*
- 11.29. Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- 11.30. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

ATTACHMENT TO PURCHASE ORDER NO.:

FOR PROFESSIONAL SERVICES EQUAL TO OR UNDER \$200,000 (CITY)

ADDITIONAL TERMS AND CONDITIONS

1. All references in the General Conditions of the Purchase Order to "Supplier" shall mean and include Service Provider.

2. Service Provider shall furnish services as set forth on the Purchase Order and any attachments thereto or hereto, not to exceed \$_____. City shall pay Service Provider in due course of payments following receipt from Service Provider and approval by City of an itemized statement showing the services performed, the time expended (if billing is hourly) and the name of the project. Service Provider shall certify on the statement that Service Provider has performed the services in full conformance with the Purchase Order and is entitled to receive payment.

3. As an independent contractor, Service Provider shall be free to contract for similar services to be performed for others during the term of the Purchase Order. Service Provider acknowledges and agrees that (a) City will not withhold taxes of any kind from Service Provider's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Service Provider's behalf; and (c) City will not provide and Service Provider is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Service Provider expressly warrants that neither Service Provider nor any of its/his/her employees or agents shall represent themselves to be employees or agents of City.

4. Notwithstanding anything to the contrary in the Purchase Order, and as a condition precedent to the effectiveness of the Purchase Order, Service Provider shall procure and maintain at Service Provider's expense for the duration of the Purchase Order insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG00 01 11 85 or CG00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations on the scope of protection given to City, its officials, employees and agents.

(b) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000 per accident.

(c) Professional liability errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced in coverage, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees and agents. Service Provider shall notify City within five (5) days after any insurance required herein has been voided by the insurer or cancelled by the insured.

Service Provider shall require that all contractors, subcontractors and sub-Service Providers which Service Provider uses in the performance of services under the Purchase Order maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance under the Purchase Order, Service Provider shall deliver to City certificates of insurance and required endorsements, including any insurance required of Service Provider's contractors, subcontractors and sub-Service Providers for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Service Provider shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers at any time. Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers shall make available to City all books, records and other information relating to the insurance coverage required herein during normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Service Provider, Service Provider's contractors, subcontractors and sub-Service Providers change the amount, scope or types of coverages required herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are not adequate.

The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Service Provider's performance of services or as full performance of or compliance with the indemnification provisions herein.

5. The Purchase Order contemplates the personal services of Service Provider and Service Provider's employees, and the parties acknowledge that a substantial inducement to City for entering it was and is the professional reputation and competence of Service Provider and Service Provider's employees. Service Provider shall not assign any interest herein, or any portion hereof, without the prior approval of the City Manager. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted

assignment or delegation. Furthermore, Service Provider shall not subcontract any portion of the performance required hereunder without the prior approval of the City Manager or his designee. Nothing stated in this Section shall prevent Service Provider from employing as many employees as Service Provider deems necessary for performance hereunder.

6. Service Provider, by signing these Additional Terms and Conditions, certifies and shall obtain similar certifications from Service Provider's employees, approved subcontractors and approved sub-Service Providers that, at the time Service Provider signs these Additional Terms and Conditions and during the term hereof, Service Provider does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City hereunder and the interests of such other client.

7. In addition to the items identified in Section 4 of the Purchase Order, Service Provider shall furnish all supervision, tools, machinery, appliances, transportation and services necessary to or used in the performance of Service Provider's obligations hereunder.

8. All materials, information and data prepared, developed or assembled by Service Provider or furnished to Service Provider in connection herewith, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memoranda (hereinafter "Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Service Provider. Copies of Data may be retained by Service Provider but Service Provider warrants that Data shall not be made available to any person or entity for use without the prior approval of City. Said warranty shall survive termination of the Purchase Order for five (5) years. To the extent the Data is covered by copyright laws, then Service Provider hereby assigns its ownership rights in said copyright and Data to City reserving a nonexclusive license to use the Data with the prior approval of City.

9. Service Provider shall place the following copyright protection on all Data: © City of Long Beach, California _____ (inserting the appropriate year). As described above, City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Service Provider's performance hereunder. Service Provider warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. The indemnity provisions hereof shall apply to any breach or alleged breach of this warranty.

10. Notwithstanding anything to the contrary in the Purchase Order, City shall have the right to terminate the Purchase Order for any reason or no reason at any time by giving five (5) calendar days' prior notice to Service Provider. In the event of termination pursuant to this Section, City shall pay Service Provider for services satisfactorily performed up to the effective date of termination for which Service Provider has not been previously paid but City shall have no obligation to have Service Provider perform services after notice of termination has been given. The procedures for payment above with regard to an itemized statement shall apply. On the effective date

of termination, Service Provider shall deliver to City all Data developed or accumulated in performance hereunder, whether in draft or final form, or in process.

11. Service Provider shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of the Purchase Order and for five (5) years following expiration or termination hereof. In addition, Service Provider shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Service Provider's performance hereunder for the same period of time. Service Provider shall not disclose any or all of the Data to any third party, nor use it for Service Provider's own benefit or the benefit of others except for the purpose of the Purchase Order.

12. Service Provider shall not be liable for a breach of confidentiality with respect to Data that:

- (a) Service Provider demonstrates Service Provider knew prior to the time City disclosed it; or
- (b) Is or becomes publicly available without breach of the Purchase Order by Service Provider; or
- (c) A third party who has a right to disclose does so to Service Provider without restrictions on further disclosure; or
- (d) Must be disclosed pursuant to subpoena or court order.

13. If, in the opinion of City, the Data or services performed by Service Provider requires correction during a one-year period following termination or expiration hereof, Service Provider shall make said corrections at no additional charge or cost to City. The corrective action required hereunder shall be in addition to any other rights or remedies City may have.

14. No provision or breach of the Purchase Order, including the General Conditions and these Additional Terms and Conditions, shall be waived, except in writing signed by the parties which expressly refers to the Purchase Order.

15. The Purchase Order, including the General Conditions and these Additional Terms and Conditions, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

16. Notwithstanding anything to the contrary in Section 7 of the General Conditions of the Purchase Order, Service Provider shall, with respect to all services performed hereunder, indemnify and hold harmless City, its Boards and commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including but not limited to attorney's fees, court costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Service Provider, its officers, employees, agents, invitees, sub-Service Providers, or anyone under Service Provider's control (collectively "Indemnitor"); Claims that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without

limitation, the requirements of California Labor Code section 1770 *et seq.*; Service Provider's breach of this Purchase Order and Additional Terms and Conditions; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the indemnification duty and as a free-standing duty on the part of Service Provider, Service Provider shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise.

Service Provider shall give to City notice of any Claim within ten (10) calendar days. Likewise, City shall notify Service Provider of any Claim, shall tender the defense of such Claim to Service Provider, and shall assist Service Provider, as may be reasonably requested, in such defense.

17. In the event of any conflict or ambiguity between the Purchase Order, the General Conditions and these Additional Terms and Conditions, the provisions of these Additional Terms and Conditions shall govern.

18. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to Service Provider at the address shown on the Purchase Order. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

19. The acceptance of any services or payment of any money by City shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach hereof shall not constitute a waiver of any other or subsequent breach.

20. City shall have the right at all reasonable times during the term hereof and for a two-year period following completion of Service Provider's performance hereunder or following termination hereof to examine, audit, inspect, review, extract information from, and copy all books, records, accounts and other documents relating hereto.

21. The parties acknowledge that a substantial inducement to City for entering the Purchase Order was and is the reputation and skill of Service Provider's key employee _____. City shall have the right to approve any person proposed by Service Provider to replace that key employee.

22. Termination or expiration of the Purchase Order shall not affect rights or liabilities which accrued under the Purchase Order or these Additional Terms and Conditions prior to termination or expiration of the Purchase Order, and shall not extinguish any warranties hereunder.

23. As required by federal and state law, City is obligated to and will report the payment of compensation to Service Provider on Form 1099-Misc. Service Provider shall be solely responsible for payment of all federal and state taxes resulting from payments hereunder. Service Provider shall submit Service Provider's Employer Identification Number (EIN), or Service Provider's Social Security Number if Service Provider does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Service Provider acknowledges and agrees that City has no

obligation to pay Service Provider until Service Provider provides one of these Numbers.

24. Service Provider acknowledges and agrees that the services to be performed hereunder do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said services.

25. The Purchase Order is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to the Purchase Order.

26. Service Provider shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.

27. Subject to federal and state laws, rules and regulations, Service Provider shall not discriminate in employment or in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

28. Service Provider agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720. In all bid specifications, contracts and subcontracts for any such Public Work, Service Provider shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

Service Provider acknowledges and agrees to these Additional Terms and Conditions by signing below. Service Provider shall return these Additional Terms and Conditions to City after execution. The Purchase Order shall not be valid until City has received these signed Additional Terms and Conditions.

Service Provider's Signature
if an individual:

Service Provider's Name,
if a corporation:

By _____

President

By _____

Secretary

Service Provider's Name,
if a partnership

By _____
General Partner

Service Provider's Name,
if a limited liability company

By _____
Manager or Member



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.) _____
 City, state, and ZIP code _____

Requestor's name and address (optional) _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

EXHIBIT "A-2"

Scope of Work/Services



August 13, 2015

City of Long Beach
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Dear Ms King

Thank you very much for this opportunity to provide the enclosed Request for Proposal No: RFP PD15-154 Jail Inmate Medical Services. As a long time vendor to the City of Long Beach since 2003 we believe to have demonstrated that we are capable of meeting your temporary nursing needs and look forward to the possibility that we can remain servicing your needs.

The following documents, Company Background and References briefly introduce our company as the newly acquired Decton Health Services. This original letter and all of the original enclosed documents, duplicated times three (3) and one digital copy provide the Request for Proposal No: RFP PD15-154 Jail Inmate Medical Services. Also included separately are Decton Health Services bid for Cost.

We are prepared at any time to answer any questions or provide additional information as you require. Please do not hesitate to contact myself (949)456-0287 pbeal@dectoninc.com or Mike Drechsler, Division Director at (949)677-6018 mdrechshler@dectoninc.com.

We eagerly look forward to the opportunity to continue to serve The City of Long Beach.

Respectfully,

Peter C. Beal

Peter C. Beal
Vice President



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

ORIGINAL

City of Long Beach
 Request For Proposals Number PD15-154
 For
 Jail Inmate Medical Services

Release Date: July 29, 2015
 Due Date: August 19, 2015

For additional information, please contact:
 Michelle King, Buyer, 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Decton Inc dba Decton Health Services Contact Person Mike Drechsler
 Address 19800 MacArthur Blvd Ste 600 City Irvine State CA Zip 92617
 Telephone (949) 851-0111 Fax (949) 495-6872 Federal Tax ID No. 54-2080262
 E-mail: mdrechsler@dectoninc.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 8/13/15

Signed

Print Name & Title Peter Beal

Rev 2014 1001

3. SCOPE OF PROJECT

Decton Health Services maintains that we are an independent contractor capable of providing experienced, knowledgeable and professional Registered Nurses with clinical background in emergency department care, trauma care and clinical management of individuals in an urgent care setting. Respective temporary registered nurses will adhere to the attached Decton Health Services position description. The duties that are detailed are synonymous with the clinical responsibilities of the nurses working within a correctional facility. Decton Health Services practice is to provide the position description which the nurse will then sign. It will be placed in the nursing personnel file that is maintained on a daily basis, as needed and annual basis.

As it relates to the Long Beach City Jail, all Decton Health Services nursing personnel will

- Performs as scheduled medical rounds at the jail including medicine distribution as ordered by the physician.
- Perform Medical screenings of all jail inmates per protocol
- Perform other duties as assigned
- According to the position description we have attached those duties that are listed and requested by each client. (please see attached Registered Nurse Job Description)

Additionally Decton Health Services will strive to provide adequate staffing levels at all times to assure the availability of health services to inmate patients. Decton Health Services will strive to obtain medical/nursing staff with primary backgrounds in Emergency Department, ICU, Telemetry, Urgent Care and Critical Care Specialties in the most cost effective manner which will also promote continuity of care. Decton Health Services understands that it is expected to provide staff in a cost effective manner, which promotes continuity of care, and will maintain same by adhering to 12-hour shifts for all of its nursing staff. Decton Health Services also agrees to provide staff that will be compassionate, responsive and maintain excellent working relations with Long Beach City residents, businesses, government officials and employees, Decton Health Services agrees to comply with all federal, state, and local laws, rules, regulations, ordinances and statutes. In addition but not limited to the On Site Medical Services described in Section 3 Scope of Project.

DECTON
HEALTH SERVICES

POSITION: REGISTERED NURSE
DEPARTMENT: BRANCH OPERATIONS
REPORTS TO: Director of Nursing and the Director of Professional Resources and the Branch Manager
PAY STATUS: Per Diem / non-exempt

POSITION SUMMARY:

Provides nursing duties for which his/her training has provided the necessary skills and judgment.

EDUCATION. EXPERIENCE. KNOWLEDGE. SKILLS. AND ABILITIES REQUIREMENTS:

- A. Current Registered Nurse License.
- B. Graduation from an approved nursing school.
- C. Minimum of one year of experience as a Registered Nurse in your area of specialty within the last 3 years.
- D. Current BLS, CPR) certification.
- E. Computer Skills for charting at facilities who are computerized.
- F. Physical Requirements: Frequent pulling, pushing and lifting of patient and equipment. Walking, standing and bending while on duty.

SPECIALTY AREA REQUIREMENTS:

ICU/CCU

Minimum of one year recent experience in ICU/CCU
Maintain ACLS certification and IV experience
Documented Critical Care CEUs preferred

Emergency Department

Minimum of one year recent experience in the ED;
Maintain ACLS/PALS certification and IV experience

PACU

Minimum of one year recent ICU/CCU or PACU experience
Maintain ACLS certification and IV experience

Operating Room

Minimum of one year recent experience in the Operating Room setting in scrub and/or circulating role in varied surgical specialties
Maintain ACLS certification

Registered Nurse First Assist/RNFA/OR
Certificate of completion from an RNFA program
Minimum of 120 documented hours of experience as RNFA
Maintain ACLS certification

Peds/ PICU
Minimum of one year recent experience in Peds/ PICU
Maintains PALS certification

NICU/Post Partum/L&D
Minimum of one year recent experience in NICU/PP/L&D
Maintains NRP certification

Telemetry
Minimum of one year recent experience in an acute care facility
Maintain ACLS and IV experience
Able to read and interpret cardiac monitoring
Ventilator experience preferred

Medical Surgical
Minimum of one year of recent experience in an acute care facility
Maintain BLS and have IV experience

Behavioral Health
Minimum of one year of recent experience in a behavioral health setting
Maintain BLS and MAB

All other Specialties
Minimum of one year of recent experience in area of specialty.

POSITION DUTIES AND RESPONSIBILITIES:

1. To provide specific nursing assessment, observation and interpretation of data while adhering to the individual institutions "policies and procedures."
2. To initiate action for which his or her training has provided the necessary skills and judgment.
3. To plan, implement, provide, direct and evaluate care for patients; using age specific and cultural criteria.
4. To coordinate nursing care activities with other health disciplines.
5. To comply with Decton Health Services and/or the institution's policies and guidelines.
6. To observe and record all pertinent information and report this to the appropriate

supervisor.

7. To teach patients, clients and other clinical personnel proper health maintenance care.
8. To update knowledge and skill by attending in-service and continuing education programs and to inform DHS of all newly acquired skills.
9. To respect patient and client rights and ensures confidentiality of these rights.

SUPERVISION

The Registered Nurse is under the direct supervision of the Charge Nurse or Manager of any facility where he or she is assigned.

EVALUATION

The Registered Nurse's job performance is evaluated during the first 90 days after hiring and then annually by the Director of Nursing and/or Director of Professional Resources and Branch Manager using input from clients and personal observation.

Additional:

This job description is used a guide only. Each Registered Nurse is responsible for complying with all Decton Health Services policies and the state Nurse Practice Act within the state they are assigned.

(Employee)

(Date)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

7. **PROJECT SPECIFICATIONS**

Proposers must conformed to Section 3 noted above.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No X Initials AB

If "Yes", Contractor must:

9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

Decton Inc was originally incorporated in 2002. Over the past 13 years Decton has increased in size in 5 states and has become a multi-faceted company providing many types of clinical, non-clinical, and light industrial service opportunities for our employees. Decton has many contracts under the name of Decton with several healthcare clients like hospitals, and nursing homes. Being that the Healthcare industry was growing it was decided that Decton Health Services would be formed to unite the clinical /nursing divisions of Decton.

In July 2013 Decton Inc finalized the acquisition of Clinical Staffing Services and AllStar Staffing combining over 17 years of experience in providing supplemental healthcare staff and temporary help services throughout the state of California. Throughout that time we have continued to perform with the best operating practices. In June of 2015 a successful merge of both companies occurred and it achieved and received the Gold Seal of Approval from the Joint Commission. Decton Health Services, a Joint Commission Health Care certified agency was formed and now provides experienced nurses, therapist, and technicians to hospitals, acute and sub-acute care facilities, including but not limited to Hospitals, Flu Clinics, Surgery Centers, Wellness Clinics, Rehabilitation facilities, Recovery Centers, School Districts, Jails and Clinics throughout California, Nevada and Arizona .

Decton Health Services has been awarded several government, state and city contracts and we believe we are qualified to provide the services described in this RFP with consideration being given to our long standing tradition of assisting our client facilities with their staffing needs. We recognize that many of our client facilities such as City of Long Beach utilize many independent contractor vendor companies to provide services. Hence, as simply one of their vendors Decton Health recognizes that excellence and quality is paramount when choosing which vendor will meet their needs. We are accustomed to clients utilizing us when they have unplanned staffing short falls with their needs running the gamut from constant to infrequent. Every client's request is treated as "priority" and every effort is made to cover that order, especially with personnel that are specifically trained for that clients particular nursing specialty.

Since 2003 Clinical Staffing Services has demonstrated its capability to maintain its availability of staff to The City Long Beach by providing highly skilled registered nurses for week day and weekend needs by providing tens of thousands of hours of temporary nursing services. Decton has continued in providing those services since it's acquisition of Clinical Staffing Services in 2013 and plan to increase their recruitment efforts thereby providing an increased number of available nurses.

Decton Health Services has 18 branch locations, one of which is our corporate office at 19800 MacArthur Blvd Suite 600, Irvine CA and three (3) of which are dedicated solely to Healthcare Staffing located in Orange County at 1801 Parkcourt Place, #D104, Santa Ana, CA 92701; business

hours Monday-Friday 8:00am-5:30pm, Inland Empire 1820 Hamner Blvd Suite B, Norco, CA. 92860 business hours 3:00am-11:30pm Sunday through Saturday and San Diego County 700 Garden View Court Suite 204, Encinitas, CA. 8:00am-5:30pm Monday through Friday. It is from these three (3) office's resources that the employees will be assigned.

In a typical year Decton Health Services employs 200+ healthcare personnel consisting of RN's, LVN's, CNA's, and Emergency Medical Technicians. Internally Decton employs 13 full time and 2 part time staff, ranging from Staffing Coordinators, Credential Specialists, Recruiters, Branch Managers, Operations Manager, Business Development Manager and Director of Nursing. The two (2) part time personnel are after hours staffing coordinators and handle all calls after hours.

The Orange County office will be your direct support for services. Javier Garcia, Recruiter and Yessenia Gomez, Staffing Coordinator will be available Monday through Friday and can be reached at 714-542-7575.

Decton Health Services Main point of contact will be Michael Drechsler, Division Director. He operates out of the Irvine office located at 19800 MacArthur Blvd Suite 600 Irvine, CA. 92612 Phone number 949-851-0111 Cellular 949-677-6018

Resumes of Key Employees

We have attached resumes and/or application profiles which represent nurses who have worked at the Jail facilities in the past and will be continuing their efforts through our company if we should be awarded another contract. We have many other qualified candidates who will be trained and offer availability should the needs change during the course of the award period. Please see attached nurse information, as well, as Decton Health Services Applicant to Employee (Hiring Process) to follow.

- Amanda Vasquez, RN
- Susan Mock, RN
- Freeman -Cleary Mammie, RN
- Davianle Castillo, RN

9.2 SUBCONTRACTOR INFORMATION

9.2.1 Decton Health Services "does not" include the use of subcontractors.

9.3 REFERENCES

Reference #1

Ms Joanne O'Brien, RN
Administrator

Medical Services Division
The City Of Los Angeles
520 E Temple St.
Los Angeles, CA. 90012-1243
Phone # 213-359-1243

- Contracted Seasonally 2003-Present
- Provide Temporary Per Diem Nursing Personnel Services for the three Los Angeles City Correctional Facilities onsite clinics-Parker Center; Van Nuys and 77th St./South Central
- Staff worked:
 - Cesilia Heredia
 - Cecilia Sanchez
 - Connie Glenn
- Project Manager: Mr. Joanne O'Brien (213)358-1243

Reference #2

Los Angeles County Department of Health Services
Emily Shorr
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012
Phone: 213-240-8374
email:eshorr@dhs.lacounty.gov

- Contracted 2004-Present
- Provide Temporary Per Diem and Travel Nursing Personnel Services to Acute Care Medical Facilities throughout the County of Los Angeles
- Staff worked:
 - Margaret Emily Thompson, RN
 - Lori Pritchard, RN
 - Kristiane McElroy, RN
 - Sara Cousins, RN
- Project Manager: Emily Shorr 213-240-8374

Reference #3

County of San Bernardino Department of Health
Mass Vaccination Clinics
John Greswit or Dori Baeza
Human Services-ASD
Contract Analyst

County of San Bernardino

Phone: (909) 388-0255

Fax: (909) 387-2900

- Contracted Seasonally 2012-Present
- Provide Temporary Per Diem Nursing Personnel Services to Flu Clinics throughout the County of San Bernardino
- Staff worked:
 - Jodi Baccus, LVN
 - Teela Stewart, LVN
 - Cheryl Wiggins-Washington, RN
- Project Manager: Dori Baeza (909) 252-4406

Reference #4

County of San Bernardino

Arrowhead Regional Medical Center

Yvonne Flores

Contract Compliance Analyst

400 North Pepper Avenue

Colton, CA 92324-1819

909-580-6132

- Contracted Seasonally 2009-Present
- Provide Temporary Per Diem Nursing Personnel Services to Acute Care Medical Facility in the County of San Bernardino
- Staff worked:
 - Lynda Galarrita-Baguio, RN
 - Vashti Mapp, RN
 - Lori Beno, RN
 - Henry Manurung, RN
- Many of our staff has serviced this facility for the duration of the contract period
- Project Manager: Yvonne Flores (909)580-6132

Reference #5

County of Riverside

Riverside County Regional Medical Center

Purchasing and Fleet Services

2980 Washington St.

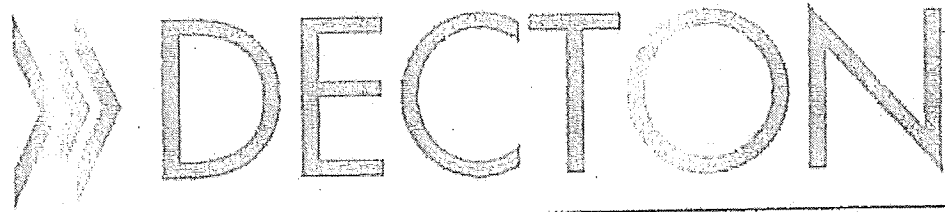
Riverside, CA. 92504-4647

- Contracted Seasonally 2003-Present

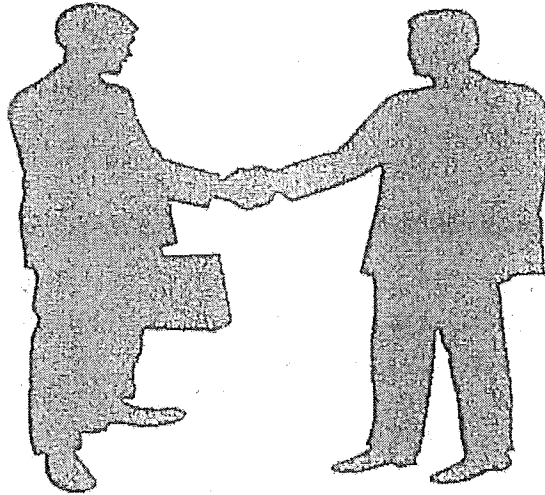
-
- Provide Temporary Per Diem Nursing Personnel Services to Acute Care Medical Facility in the County of Riverside
 - Staff worked:
 - Lynda Galarrita-Baguio, RN
 - Vashti Mapp, RN
 - Lori Beno, RN
 - Henry Manurung, RNMany of our staff have serviced this facility for the duration of the contract period
 - Project Manager/Staffing Supervisor: Robyn Stangel (951)486-4650

9.4 BUSINESS LICENSE

Decton Health Services maintains a business license to perform services in the City of Long Beach. Please see attached license which is current and active.



HEALTH SERVICES



APPLICANT
TO
EMPLOYEE
(Hiring Process)

APPLICANT REQUIREMENTS

1. All applicants who are applying for employment will be initially interviewed utilizing the DHS initial interview tool.
2. All licensed or certified healthcare workers must hold a current license or certification.
3. All applicants who hold a certification or nursing license must have a current American Heart Association healthcare provider CPR Certification card and for specialty staff they must have a current ACLS, PALS and NRP as required. (all cards and certifications must show front and back and are signed)
4. All applicants are required to have at least (1) one year of supervised work experience Within the last (3) three years in their specialty and specialty facility setting.
5. All applicants are required to complete a skills checklist through Prophecy Healthcare.
6. Skills Tests are a part of the application process and all applicants must pass the test for their classification and/or specialty as required utilizing our on-line testing company, Prophecy Healthcare. Specialty scores are a minimum of 80% and the pharmacology score is required at 85%. Some healthcare clients require specialty testing to be at 85%.
7. All applicants are required to have a current / within the past year TB Test, or two step TB test, or Quantum feron gold Chest X-Ray with proof of positive PPD, physical / health (with medical stamp and performed by a MD or in some cases NP or PA), statement and titers (MMR, Varicella, Rubeola, Hep. B&C. with serology report) and Fit test.
8. All applicants are required to be able to demonstrate ability to work in the United States. An I-9 form will be completed which requires the proof of a Drivers License, Passport, Birth Certificate, and/or Social Security Card. A resident alien, a green card will be required to complete the form.

An E-Verify check is performed on all new hires.

APPLICATION/ INTERVIEW PROCESS

1. All individuals who desire to work for Decton Health Services, Decton, Inc. will be encouraged to complete an application. Prior to completing the application it is possible to complete the initial interview tool if the potential applicant would like to discuss options.
2. After completion of the application, a skills checklist will be completed through Prophecy Healthcare at www.prophecyhealthcare.com, on-line. For those individuals who are residing in Southern California and who would like to complete their on-line processes in a branch office, they utilize one of the office computers to complete their on-line application and hire process.
3. The applicant will be requested to complete the E-Doc Authorization and Release form to start the background check process.
4. After the applicant has completed their application and skills checklist an interview will be conducted utilizing the initial interview form.
5. During the interview process the following should be performed:
 - a) Review of entire application and skills checklist for accuracy and completeness,
 - b) Review of work history, job duties, and particularly a focus on any hiring issues such as misdemeanors, felonies, licensure or certification revocations, and work restrictions; additionally, questions should be asked regarding any DNRs; this is of particular focus with hospitals in our contracted areas and reasons for those ascertained,
 - c) In the application there are four questions that are required to be completed for our client facilities. Those questions are:
 - (1) Is your license or certification currently under investigation, ever been investigated or had disciplinary action against it?

-
- (2) Have you ever pled "guilty or no contest" to, or been convicted of a misdemeanor or felony?
 - (3) Have you ever been named as defendant in a professional liability action?
 - (4) Are you either a US Citizen or can you submit verification of your legal right to work in the US?

A "Yes" answer for license being or having been investigated, and a "Yes" answer for felony or misdemeanor will be required to have further investigation. The Director of Nursing and the Director of Professional Resources will be consulted to interview the candidate and gain more information from the applicant. After their consultation with the branch manager or placement consultant will determine the next steps with the applicant.

- 6. A file folder will be created, whereby the interview form, application, skills checklist and any other documents are to be placed and filed in the Pending File cabinet for tracking and further follow up which will occur within one week and then weekly thereafter.
- 7. The applicant will need to provide a copy of their current driver's license, current state licensure, certifications, CPR cards etc. (providing front and back). It is important to obtain a document that demonstrates a picture of the candidate.

VERIFICATION PROCESS

All applicants are subject to a complete verification process which is executed by the Staffing Coordinator or Credential Specialist who is working with the applicant.

DHS does not utilize a CVO (certification verification organization). All licensure/ certifications are performed by branch office staff of DHS.

1. All state issued licenses and certifications will be VERIFIED with the state boards and must be in good standing.

State license checks should be performed with each state where the nurse has indicated she has resided, obtained a drivers license, or any other address provided on his/her application. These checks will occur even if the nurse does not indicate any prior licensing with those states on the application.

- For RNs licensed in California, verification can be obtained at www.m.ca.gov
- For other states verification can be obtained at <https://www.ncsbn.org>

The same process will also be followed for all LVNs-LPNs and Psych. Techs, CNAs, EMTS for the states from which they indicate licensing and certifications.

- For California LVN/LPT licenses can be verified at www.bvnpt.ca.gov
- For California CNAs, certifications can be verified at www.applications.dhs.ca.gov
- For EMTs we must contact the issuing authority to verify certification; some only provide verbal verification, others will direct us to their website for printed verification
- For licenses outside of California the issuing authority must be contacted to verify the license or certification.

(a) Any state or jurisdiction reporting a suspended license, revoked license, license under investigation, disciplinary action or any other information other than clear or in good standing, must be followed up immediately. The Director of Nursing and the Director of Professional Resources will be notified and will handle resolution.

(b) The applicant must be notified of the information obtained and provided the opportunity to assist with clarification and/or any information which will assist in clearing the information provided.

(c) Whether the applicant is permitted to move forward in the hiring process will depend upon the outcome of the research and severity of the information provided. It is important to note that clients and risk management for insurance purposes can dictate the outcome.

2. Second step is to perform a complete background check on any crime related issues. Branch staff can only use the Decton, Inc. authorized background check company.

The following are background checks that are mandatory on each applicant:

- a) Felony convictions (Federal and Civil)/ Social Security Trace. This check is performed for 7 years with all counties where the applicant lived or worked.

The return will be emailed to the office generally within two business days.

- b) Office of Inspector General / Health and Human Services – www.oig.hhs.gov (click on Exclusions Data Base- which will allow you to enter the name of the individual whom we are checking on)

Print out the return information / place in applicant file

(This site searches for any individuals who have defrauded the Medicare and/or Medicaid system. It will also demonstrate any information on individuals who have defaulted on any federal

sponsored student loans; hospital clients want to know this information)

- c) Excluded parties list/ SAM - www.sam.gov (type the individuals name in the window provided)

Print out the return information / place in applicant file

(This site provides information on parties that are excluded from receiving Federal Contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits; hospital clients want to know if any staff has defrauded the federal government, ie student loans, or federal sponsored healthcare programs)

- d) Department of Justice Sex Offenders List – information is provided by the Decton, Inc., authorized background check company.

- e) DMV license check – is conducted as part of the Felony Convictions check upon initial hire. Negative results such as DUIs will need to be discussed with the Branch Mgr and Regional Operations Director.

Each of these checks must be returned with a response indicating that the applicant is clear or that no matches exist.

Any checks demonstrating a match or if any questionable information other than “clear”, the applicant must be placed on hold and immediately followed up with by the Director of Nursing and/or the Director of Professional Resources for further analysis and decision for hiring.

3. All vocational training program certificates issued will be VERIFIED with the training program or school by using an on-line verification source or calling.
4. Applicants are required to provide (2) two Nurse supervisor references which will be verified with those previous or current employers.

-
5. If the applicant has offered any information on DNRs/DNSs, communication should be made to the facilities involved to determine if the DNRs are existent and any issues surrounding them. Any DNRs particularly within our service area could easily preclude the applicant from being hired due to our inability to place the applicant.
6. Any and all DNRs/DNSs that are drug related must be discussed immediately with the Director of Nursing and the Director of Professional Resources and Division Director. Hospital clients do not generally want previous drug offenders and if they do, they generally hire them directly. These individuals must be cleared by the Division Director prior to any hiring.

JOINT COMMISSION / OSHA COMPETENCIES

1. All applicants will be required to be tested in their specialty, in pharmacology and JCAHO/OSHA core competencies utilizing Prophecy Healthcare testing.

These tests and quizzes require a minimum pass rate of 80 to 85% based on the test performed.

2. The core competencies required to be taken at the time of hire and again annually are:

Part I	Part II	Part III
Body Mechanic/Ergonomics	Age Specific	Abuse
Disaster Preparedness	Cultural Diversity	Advanced Care Planning
Environmental Safety	Ethics	Domestic Violence
Fire Safety	National Patient Safety Goals	Pain Management
Hazardous Chemicals	Patients Rights	Patient Restraints
HIPAA		Sexual Harassment
Infection Control/Blood Borne Pathogens		Workplace Violence

3. All test results are placed in the applicant folder and are utilized in the employee record for future reference.

AUTHORIZATION TO HIRE

1. Prior to offering employment to any applicant, the electronic applicant folder must demonstrate all sections, the Confidential (Left side) and the Employee File Checklist (Right side) completed, dated and signed off by the branch manager.
2. The applicant will be required to submit to a 12 panel non-dot lab based drug screen at a DHS authorized location. Results must be negative.
3. The Branch Manager will do a final review of the personnel file and provide the final hire approval.
4. The applicant is now contacted and told that he/she is being hired.

When the applicant agrees to become an employee the following is completed:

- a) Orientation to DHS
 - b) Final E-Doc through www.dectoninc.com which will support the future payroll process.
 - c) All Echo-sign orientation paper work needs to be completed.
5. The ID badge will be issued at this time.
 6. The employer section of the I-9 is now completed.

At this time the E-Verify is also required to be completed.

ORIENTATION PROCESS and 90 day evaluation

1. Orientations are two phases.

One orientation involves internal DHS operations, which is completed at the time of hire.

Hospital orientations are completed at each location and can include mandatory training on-site in specific operational documents; computer systems, and team building. Echo-Sign may also be utilized for completion of paperwork.

2. A company handbook will be provided and new employees will be required to read and acknowledge the receipt of the handbook.
3. Director of Nursing and/or Director on Professional Resources will be in contact with field staff to re-identify job description and orientation. DON and/or the Director of Professional Resources notes will be input into Avionte.
4. All field staff will be given an evaluation by the Director of Nursing and/or Director of Professional Services during their first 90 days on the job.

ANNUAL RECERTIFICATIONS
Employee Evaluations
BACKGROUND CHECKS

1. All employees are required to keep all credentials, licenses, health screenings, inoculations or other required documentation current.
2. All employees will be required to update OSHA and JCAHO competencies on or before their respective anniversary hire date.
3. All licenses and certifications are checked annually and at the date of expiration.
4. Clinical Competency Assessments/testing to be completed annually; only per each individual contract requirement.
5. All background checks will be conducted annually on or before an employee's anniversary date and will include the same reviews as during the time of hire.
6. An annual evaluation is completed on each employee by the Director of Nursing and/or Director of Professional Resources. Evaluations from client facilities are utilized to complete the evaluation process.
7. Drug screens will be required on each anniversary date. As during the hiring process, the drug screen must be a negative result.
8. If any employee does not provide updated licenses, credentials or other mandatory documentation or if any background checks are not "clear" or "negative", the employee will be placed on "inactive status" and cannot be scheduled for any work until such time as the Director of Nursing or Director of Professional Resources provides a clear to return to work. Failure to resolve issues can result in termination of employment.

(Process revised June 6, 2015)

Decton Health Services

Clinical Staffing Services
Application for Employment

Name: Vasquez Amanda Rachelle Social Sec #: ###-##-####
 Last First Middle
 Address: 12635 Kingfisher Rd Grand Terrace CA 92313
 Street City State Zip Code
 Telephone: Cellphone: 909 Email Address: arvasquez@llu.
 Position(s) applied for: Registered Nurse Application Date: 7/23/2014

Referral Source (please check the appropriate category and name the source.)

- Walk-in
- Employee
- Advertisement
- Company's Website
- School
- Staffing Agency
- Other Another applicant
- Other Internet

If necessary, best time to call you at home is anytime
 May we contact you at work? Yes No
 If yes, work number and best time to call:
 wk phone: _____ time to call: varies depending on
 If you are under 18 and it is required, can you furnish a work
 permit? Yes No
 If no, please explain _____

Are you able to perform the essential functions of the job for which
 you are applying (with or without reasonable accommodation)?
 This question is not designed to elicit information about an applicant's disability. Please do
 not provide information about the existence of a disability, particular accommodation, or
 whether accommodation is necessary. These issues may be addressed at a later stage to the
 extent permitted by law. Yes No

Have you submitted an application here before? Yes No
 If yes, give date(s) and position(s) _____

Is your license or certification currently under investigation, ever
 been investigated or had disciplinary action against it? Explain
 Yes No _____

Have you ever been employed here before? Yes No
 If yes, give dates From _____ To _____

Have you ever pled "guilty or no contest" to, or been convicted of a
 misdemeanor or felony? Yes No
 If yes please provide date and details. (Note, answering "yes" to this question does not
 constitute and automatic bar to employment. Facts such as date of the offense, seriousness
 and nature of the violation, and rehabilitation will be taken into account. In answering this
 question, do not include minor traffic infractions, convictions for which the record has been
 sealed or expunged, or any marijuana related convictions that occurred more than two years
 ago.

Are you legally eligible for employment in this country?
 Yes No _____

Have you ever been named as a defendant in a professional liability
 action? If, yes explain and provide date(s) and details Yes No

Date available for work anytime
 What is your desired salary range or hourly rate of pay?
 \$ 30.00 Per hour

Type of Employment desired: Part-Time
 Will you relocate if job requires it? Yes No

Are you either a US Citizen or can you submit verification of your
 legal right to work in the US? If no, please give details of current
 status. Yes No
 If yes, please provide date(s) and details _____

Will you travel if job requires it? Yes No
 If they have been explained to you, are you able to meet the
 attendance requirements of the position? Yes No

Will you work overtime if required? Yes No
 If no, please explain _____

I am willing to work overtime as long as it doesn't interfere with my _____

AN EQUAL OPPORTUNITY EMPLOYER

Employment History

Starting with your most recent employer, provide the following information.

<p>Employer 1: <u>Loma Linda University Behavioral</u> Telephone#: <u>9095589217</u> Address <u>1710 Barton Rd</u> City <u>Redlands</u> State <u>CA</u> Starting job title/final job title <u>Administrative Charge Nurse</u> Immediate supervisor and title (for most recent position held) <u>Jeevala Weerasinghe, Patient Care Director</u> May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? <u>Currently employed</u> Summarize the type of work performed and job responsibilities <u>I oversee two adult psychiatric inpatient units while delegating and assigning tasks and patients to</u></p>	<p>Dates employed: <u>9/2010</u> to <u>Present</u> Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ <u>N/A</u></p>
<p>Employer 2: <u>Shangri-la Hospice</u> Telephone#: <u>9099814065</u> Address <u>1126 Foothill Blvd</u> City <u>Upland</u> State <u>CA</u> Starting job title/final job title <u>Office Clerk</u> Immediate supervisor and title (for most recent position held) <u>Annie Swett, CEO</u> May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? <u>obtained a job as an RN</u> Summarize the type of work performed and job responsibilities <u>Filing paperwork and orders in patients charts, getting in contact with the family of the deceased p</u></p>	<p>Dates employed: <u>June 2010</u> to <u>Sept 2010</u> Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ <u>N/A</u></p>
<p>Employer 3: <u>City of Colton</u> Telephone#: <u>9093705099</u> Address <u>650 La Cadena Dr</u> City <u>Colton</u> State <u>CA</u> Starting job title/final job title <u>Childcare Teachers Aide</u> Immediate supervisor and title (for most recent position held) <u>unable to recall</u> May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? <u>obtained position at Shang</u> Summarize the type of work performed and job responsibilities <u>Supervise elementary school children in the after-school daycare program and assist with educational p</u></p>	<p>Dates employed: <u>June 2008</u> to <u>June 2010</u> Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ <u>N/A</u></p>
<p>Employer 4: _____ Telephone#: _____ Address _____ City _____ State _____ Starting job title/final job title _____ Immediate supervisor and title (for most recent position held) _____ May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? _____ Summarize the type of work performed and job responsibilities _____</p>	<p>Dates employed: _____ to _____ Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per hour Commission/Bonus/Other Compensation \$ _____</p>

Employment History (continued)	
Employer 5: _____ Telephone#: _____	Dates employed: _____ to _____
Address _____ City _____ State _____	Compensation (Starting) _____ per _____
Starting job title/Final job title _____	<input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per _____
Immediate supervisor and title (for most recent position held) _____	Commission/Bonus/Other Compensation \$ _____ (Final)
May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later	<input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per _____
Why did you leave? _____	Commission/Bonus/Other Compensation \$ _____
Summarize the type of work performed and job responsibilities _____	

Explain any gaps in your employment, other than those due to personal illness, injury or disability.
 N/A

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No
 If yes, please explain: _____

Skills and Qualifications
 Summarize any special training skills, licenses and/or certificates that may assist you in performing the position for which you are applying.
 I am a Registered Nurse of California, with a focus _____

- Certifications: (Check all applicable certifications and enter expiration date.)
- | | |
|--|--|
| <input type="checkbox"/> ACLS | <input type="checkbox"/> CEMO |
| <input type="checkbox"/> BLS Expires August 31, 2014 | <input type="checkbox"/> NRP |
| <input type="checkbox"/> CCRN | <input type="checkbox"/> PALS |
| <input type="checkbox"/> OTHER RN-expires July 2016 | <input type="checkbox"/> OTHER PMAB-expires September 2014 |

Educational Background
 Starting with your most recent school attended, provide the following information

School (include City & State)	Years Completed	Completed	GPA Class Rank	Major/Minor
Loma Linda University School of Nursing, Loma Linda, CA	2	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.0	Nursing
La Sierra University, Riverside, CA	2.5	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.2	Nursing Pre-requisites
Colton High School, Colton, CA	4	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.5	
		<input type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other		

References
 List name and telephone number of three business/work references who are not related to you and are not previous supervisors. If not applicable, list three school or personal references who are not related to you

Name	Title	Relationship to You	Telephone	Number of Years Known
Tony Dhannaraj	Administrative Charge	Co-Worker	909-	3
Philana Neeima	Administrative Charge	Co-Worker	909	3
Rahona McNeil	Education Assistant	Co-Worker	909	4

Related Information

What States do you currently hold licenses or certifications in?

States	Expiration Date
CA	July 2016

List special accomplishments, publications, awards, etc.
 Exclude information that would reveal race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve national guard or any other similarly protected status.

I became a charge nurse one year after being a floor nurse. I have received all of the "values tags" which represent my ability to demonstrate the values of Loma Linda University Health Care. When the Director of Patient Care (my supervisor) is away, I assume his role and responsibilities for the
 In your current or a prior job, have you ever written instructions or directions to be followed by employees or customers?

Yes No Not Applicable

If yes, please explain:

I created and presented an educational PowerPoint

Is there any other job-related information you want us to know about you?

I am very detail oriented. When special cases require review, I enjoy looking through the charts for quality enhancement purposes. My supervisor and Quality Resource Management department often ask for my assistance in finding information in the chart as I am proficient in our EMR system and find all pertinent

Skills Information

Please provide information on your skills. You will need to complete a skills assessment survey for each skill set that you have expertise.

Skill Set	Classification	Total Years Experience	Clinical Competence
Labor and Delivery Skills	N/A		
Licensed Nurse Skills	RN	4	Inpatient Psychiatric nursing of the adult population.
Maternal Child Care Skills	N/A		
NICU Skills	N/A		
Operating Room Skills	N/A		
PACU Skills	N/A		
Pediatric Nurse Skills	N/A		
Critical Care Skills	N/A		
Emergency Room Skills	N/A		
PICU Skills	N/A		

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with Decton, Inc., dba Clinical Staffing Services (Hereinafter referred to as CSS) is true, complete and correct. I expressly authorize, without reservation, CSS, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding CSS, its agents, employees or representatives, for seeking, gathering and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that CSS does not unlawfully discriminate in employment and no question on this application or additional forms in the hiring packet is used for the purpose of limiting or eliminating any applicant from consideration for employment on a basis prohibited by applicable local, state or federal law. I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it may be necessary for me to reapply and fill out a new application.

If I am hired, I agree that I will abide by all Company policies, rules and procedures, and all other directions pertaining to my employment. I understand that in order to be placed with a client, my personnel file will be shared with client organizations. I am free to resign at any time, with or without cause and with or without prior notice, and CSS reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement, or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any statements to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by a CO, CEO or President. And, I agree that I will not seek or accept employment in any capacity from any client of CSS to whom I have been assigned for a period of no less than 30 working days after I have completed my last day of work with said client. I also understand that I will not be paid unless I supply CSS with a time slip signed by a client representative and myself. And, I also understand that CSS or its agents reserve the right to add, change, and/or delete any policies, procedures, work rules, and or benefits at any time.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard. And, I am willing to submit to a physical examination, including the analysis for the detection of the use of unlawful drugs or substances in accordance with applicable laws. If I receive an offer of employment, I agree that my continued employment may be contingent on the result of the physical examination and drug screen. I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (1) eliminate me from further consideration for employment, or (2) result in my immediate discharge from the employer's service whenever it is discovered.

DO NOT SUBMIT UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT
I certify that I have read, fully understood and accept all terms of the foregoing Applicant Statement.

Amanda Vasquez 7/23/2014

(electronic signature)

Decton Health Services

**Clinical Staffing Services
Application for Employment**

Name: Mock Susan		108-40-6943 Social Sec #: ###-##-####	
Last First Middle			
Address: 6442 E Don Julio Street		Long Beach Ca 90815	
Street City State Zip Code			
Telephone: 562-472-		Cellphone: 562-472- Email Address: MockSusan@	
Position(s) applied for: Jail Nurse City of Long Beach		Application Date: 10/16/2013	
Referral Source (please check the appropriate category and name the source.)			
<input type="checkbox"/> Walk-in		<input type="checkbox"/> School	
<input type="checkbox"/> Employee Kay Marie Anthony, Nurse Practitioner		<input type="checkbox"/> Staffing Agency	
<input type="checkbox"/> Advertisement		<input type="checkbox"/> Other	
<input type="checkbox"/> Company's Website		<input type="checkbox"/> Other Internet	
If necessary, best time to call you at home is Anytime 8 to 8 May we contact you at work? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, work number and best time to call: wk phone: _____ time to call: _____ If you are under 18 and it is required, can you furnish a work permit? <input type="radio"/> Yes <input checked="" type="radio"/> No If no, please explain _____		Are you able to perform the essential functions of the job for which you are applying (with or without reasonable accommodation)? <small>This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.</small> <input type="radio"/> Yes <input checked="" type="radio"/> No Is your license or certification currently under investigation, ever been investigated or had disciplinary action against it? Explain. <input type="radio"/> Yes <input checked="" type="radio"/> No	
Have you submitted an application here before? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, give date(s) and position(s) _____		Have you ever pled "guilty or no contest" to, or been convicted of a misdemeanor or felony? <input type="radio"/> Yes <input checked="" type="radio"/> No <small>If yes please provide date and details (Note, answering "yes" to this question does not constitute an automatic bar to employment. Facts such as date of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. In answering this question, do not include minor traffic infractions, convictions for which the record has been sealed or expunged, or any marijuana related convictions that occurred more than two years ago.</small>	
Have you ever been employed here before? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, give dates From _____ To _____		Have you ever been named as a defendant in a professional liability action? If yes explain and provide date(s) and details. <input type="radio"/> Yes <input checked="" type="radio"/> No	
Are you legally eligible for employment in this country? <input checked="" type="radio"/> Yes <input type="radio"/> No		Are you either a US Citizen or can you submit verification of your legal right to work in the US? If no, please give details of current status. <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, please provide date(s) and details _____	
Date available for work Nov 10, 2013 What is your desired salary range or hourly rate of pay? \$35 Per Hour			
Type of Employment desired: Full-Time Will you relocate if job requires it? <input type="radio"/> Yes <input checked="" type="radio"/> No Will you travel if job requires it? <input checked="" type="radio"/> Yes <input type="radio"/> No If they have been explained to you, are you able to meet the attendance requirements of the position? <input checked="" type="radio"/> Yes <input type="radio"/> No Will you work overtime if required? <input checked="" type="radio"/> Yes <input type="radio"/> No If no, please explain _____			
AN EQUAL OPPORTUNITY EMPLOYER			

Employment History
 Starting with your most recent employer, provide the following information:

<p>Employer 1: Los Alamitos Medical Center Telephone#: 562-598 Address 3751 Katella Ave City Los Alamitos, Ca State 90720 Starting job title/final job title Staff RN Emergency Dept Immediate supervisor and title (for most recent position held) Kathy Robidoux, RN, Director May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Why did you leave? Injury Summarize the type of work performed and job responsibilities All duties of an ER Nurse</p>	<p>Dates employed _____ to _____ Compensation (Starting) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____</p>
<p>Employer 2: Little Company of Mary Hospital Telephone#: 310- Address 4101 Torrance Blvd City Torrance, Ca State 90508 Starting job title/final job title Staff RN GI Lab Immediate supervisor and title (for most recent position held) Debbie Reyes, RN May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Why did you leave? Return to ER work Summarize the type of work performed and job responsibilities Pre and post procedure care</p>	<p>Dates employed: Feb 2005 to Nov 2006 Compensation (Starting) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____</p>
<p>Employer 3: John F Kennedy Hospital Telephone#: 76 Address 47111 Monroe Street City Indio, Ca State 92201 Starting job title/final job title Staff RN, to Patient Care Coordinator ER Immediate supervisor and title (for most recent position held) Reiner Jaekel, RN May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Why did you leave? Relocate to So Cal Summarize the type of work performed and job responsibilities As coordinator, in charge of shift</p>	<p>Dates employed July 2003 to January 2005 Compensation (Starting) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____</p>
<p>Employer 4: City of Long Beach Occupational Hl Telephone#: 570- Address 2525 Grand Ave City Long Beach, Ca State 90815 Starting job title/final job title Staff Nurse Occupational Health Dept Immediate supervisor and title (for most recent position held) George Nakai, MD May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Why did you leave? Travel Summarize the type of work performed and job responsibilities Treated injured employees for city, also annual testings and physicals</p>	<p>Dates employed Sept 1996 to Sept 2002 Compensation (Starting) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Salary \$ _____ per _____ Commission/Bonus/Other Compensation \$ _____</p>

Employment History (continued)		Dates employed:	to
Employer 5	Telephone#		
Address	City	State	
Starting job title/first job title	Compensation (Starting)		
Immediate supervisor and title (for most recent position held)	<input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per _____		
May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later	Commission/Bonus/Other Compensation \$ _____		
Why did you leave?	Compensation (Final)		
Summarize the type of work performed and job responsibilities	<input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ _____ per _____		
	Commission/Bonus/Other Compensation \$ _____		

Explain any gaps in your employment, other than those due to personal illness, injury or disability
 Sept 2002 to July 2003 took time off to travel

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No
 If yes, please explain:

Skills and Qualifications
 Summarize any special training, skills, licenses and/or certificates that may assist you in performing the position for which you are applying.
 In the past, have been on MICN, have been certified

- Certifications: (Check all applicable certifications and enter expiration date)
- | | |
|---------------------------------------|--------------------------------|
| <input type="checkbox"/> ACLS | <input type="checkbox"/> CHEMO |
| <input type="checkbox"/> BLS Aug 2015 | <input type="checkbox"/> NRP |
| <input type="checkbox"/> CCRN | <input type="checkbox"/> PALS |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> OTHER |

Educational Background
 Starting with your most recent school attended, provide the following information

School (include City & State)	Years Completed	Completed	GPA (Class Rank)	Major/Minor
St Vincent Medical Center School of Nursing Staten Island NY	1970	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other		Professional Nursing
Wycoff Heights Hospital School of Nursing Brooklyn NY	1967	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other		Licensed Practical Nurse
Mater Christi High School Astoria NY	1966	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other		High School Diploma
		<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other		

References
 List name and telephone number of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you

Name	Title	Relationship to You	Telephone	Number of Years Known
K. Marie	RNP-C	former coworker	562-7	10+
Patricia	RN	former coworker	562-7	30 years
Deborah		friend	562	20+ years

Related Information

What States do you currently hold licenses or certifications in?

States	Expiration Date
California	July 30, 2015

List special accomplishments, publications, awards, etc.
 Exclude information that would reveal race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve national guard or any other similarly protected status.

In your current or a prior job, have you ever written instructions or directions to be followed by employees or customers?

Yes No Not Applicable

If yes, please explain:

Is there any other job-related information you want us to know about you?

although retired for 5 years, feel with my past work experience, would be well suited for the position I am applying for

Skills Information

Please provide information on your skills. You will need to complete a skills assessment survey for each skill set that you have expertise.

<u>Skill Set</u>	<u>Classification</u>	<u>Total Years Experience</u>	<u>Clinical Competence</u>
Labor and Delivery Skills			
Licensed Nurse Skills			
Maternal Child Care Skills			
NICU Skills			
Operating Room Skills			
PACU Skills			
Pediatric Nurse Skills			
Critical Care Skills			
Emergency Room Skills Staff RN		16	
PICU Skills			

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with Dexcon, Inc. dba Critical Staffing Services (hereinafter referred to as CSS) is true, complete and correct. I expressly authorize, without reservation, CSS, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to likewise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding CSS, its agents, employees or representatives, for seeking, gathering and using truthful and accurate information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that CSS does not unlawfully discriminate in employment and no question on this application or additional forms in the hiring packet is used for the purpose of limiting or eliminating any applicant from consideration for employment on a basis prohibited by applicable local, state or federal law. I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it may be necessary for me to resupply and fill out a new application.

If I am hired, I agree that I will abide by all Company policies, rules and procedures, and all other directions pertaining to my employment. I understand that in order to be placed with a client, my personal file will be shared with client organizations. I am free to resign at any time, with or without cause and with or without prior notice, and CSS reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement, or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any statements to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by a CO-CEO or President. And, I agree that I will not seek or accept employment in any capacity from any client of CSS to whom I have been assigned for a period of no less than 30 working days after I have completed my last day of work with said client. I also understand that I will not be paid unless I supply CSS with a time slip signed by a client representative and myself. And, I also understand that CSS or its agents reserves the right to add, change, and/or delete any policies, procedures, work rules, and or benefits at any time.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard. And, I am willing to submit to a physical examination, including the analysis for the detection of the use of unlawful drugs or substances in accordance with applicable laws. If I receive an offer of employment, I agree that my continued employment may be contingent on the result of the physical examination and drug screen. I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) result in my immediate discharge from the employer's service whenever it is discovered.

DO NOT SUBMIT UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT
I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement

Susan Mock 10/16/2013
(electronic signature)

**Clinical Staffing Services
Application for Employment**

Name: Mammie Freeman-Cleary Keni Social Sec #: ###-##-####
Last First Middle

Address: 12416 Rancho Vista Dr. Cerritos Ca 90703
Street City State Zip Code

Telephone: 7143 Cellphone: 7143 Email Address: sadslep1@y

Position(s) applied for: RN-Psych Application Date: 3/4/2015

(Referral Source (please check the appropriate category and name the source.)

Walk-in School
 Employee Staffing Agency
 Advertisement Indeed Other
 Company's Website Other Internet

<p>If necessary, best time to call you at home is May we contact you at work? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, work number and best time to call: wk phone time to call 4 pm If you are under 18 and it is required, can you furnish a work permit? <input type="radio"/> Yes <input type="radio"/> No If no, please explain</p> <p>Have you submitted an application here before? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, give date(s) and position(s)</p> <p>Have you ever been employed here before? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, give dates From To Are you legally eligible for employment in this country? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Date available for work: 02/12/2015 What is your desired salary range or hourly rate of pay? \$ neg Per hr</p> <p>Type of Employment desired: Full-Time</p> <p>Will you relocate if job requires it? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>Will you travel if job requires it? <input checked="" type="radio"/> Yes <input type="radio"/> No If they have been explained to you, are you able to meet the attendance requirements of the position? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Will you work overtime if required? <input checked="" type="radio"/> Yes <input type="radio"/> No If no, please explain:</p>	<p>Are you able to perform the essential functions of the job for which you are applying (with or without reasonable accommodation)? <small>This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.</small> <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Is your license or certification currently under investigation, ever been investigated or had disciplinary action against it? Explain <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>Have you ever pled "guilty or no contest" to, or been convicted of a misdemeanor or felony? <input type="radio"/> Yes <input checked="" type="radio"/> No <small>If yes please provide dates and details. (Note, answering "yes" to this question does not constitute an automatic bar to employment. Facts such as date of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. In answering this question, do not include minor traffic infractions, convictions for which the record has been sealed or expunged, or any marijuana related convictions that occurred more than two years ago.</small></p> <p>Have you ever been named as a defendant in a professional liability action? If yes explain and provide date(s) and details. <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>Are you either a US Citizen or can you submit verification of your legal right to work in the US? If no, please give details of current status. <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, please provide date(s) and details 122010</p>
--	---

AN EQUAL OPPORTUNITY EMPLOYER

Employment History
<small>Startline with your most recent employer, provide the following information</small>

<p>Employer 1: College Hospital Cerritos Telephone#: 5629 Address 10802 College Place City Cerritos State Ca Starting job title/final job title Shift Supervisor Immediate supervisor and title (for most recent position held) Mack Porter May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? currently employed Summarize the type of work performed and job responsibilities patient care, supervising staff and in charge of making assignment, pt and family teaching</p>	<p>Dates employed: 03/2014 to present Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per hr Commission/Bonus/Other Compensation \$ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per Commission/Bonus/Other Compensation \$</p>
<p>Employer 2: UCLA Ronald Reagan Medical Cent Telephone#: 31 Address 757 Westwood Blvd City LA State CA Starting job title/final job title CHARGE NURSE, NEUROPSYCHIATRIC UNIT Immediate supervisor and title (for most recent position held) Lovell Cornwright May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? accepted a leadership posit Summarize the type of work performed and job responsibilities patient care, med administration, working with a multidisciplinary team, pt and family teaching</p>	<p>Dates employed: 10/2011 to 12/2013 Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per hr Commission/Bonus/Other Compensation \$ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per Commission/Bonus/Other Compensation \$</p>
<p>Employer 3: UCI Medical Center Telephone#: 71 Address 101 The City Drive City Orange State Ca Starting job title/final job title STAFF NURSE, GASTROINTESTINAL LAB AND Immediate supervisor and title (for most recent position held) Dennis Wright May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? excepted a full time posit Summarize the type of work performed and job responsibilities patient care, med admin, moderate sedation RN in GI lab, pt and family teaching</p>	<p>Dates employed: 01/2009 to 10/2011 Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per Commission/Bonus/Other Compensation \$ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per Commission/Bonus/Other Compensation \$</p>
<p>Employer 4: Orange Coast Memorial Medical Ce Telephone#: 714 Address 9400 Talbert Ave City Fountain Valley State CA Starting job title/final job title RESOURCE NURSE, CHARGE NURSE, TELEME Immediate supervisor and title (for most recent position held) Elaine Schnuer May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? relocated Summarize the type of work performed and job responsibilities patient care, med admin, working with a multidisciplinary team, pt and family teaching</p>	<p>Dates employed: 06/2007 to 07/2009 Compensation (Starting) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per hr Commission/Bonus/Other Compensation \$ Compensation (Final) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per Commission/Bonus/Other Compensation \$</p>

Employment History (continued)	
Employer 5: Curstat Incorporated	Telephone# 60255
Address 5561 Camelback Rd	City Scottsdale State AZ
Starting job title/final job title - TRAVEL REGISTERED NURSE	Dates employed 10/2005 to 12/2007
Immediate supervisor and title (for most recent position held) Lindsay Hopkins	Compensation (Monthly) <input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per hr
May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later	Commission/Bonus/Other Compensation \$ (Monthly)
Why did you leave?	<input checked="" type="radio"/> Hourly <input type="radio"/> Salary \$ per
Summarize the type of work performed and job responsibilities patient care, med admin, working with a multidisciplinary team, pt and family teaching	Commission/Bonus/Other Compensation \$

Explain any gaps in your employment, other than those due to personal illness, injury or disability.
none

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No
If yes, please explain:

Skills and Qualifications

Summarize any special training skills, licenses and/or certificates that may assist you in performing the position for which you are applying.
EMR (HealthConnect, MediTech, Epic)

Certifications: (Check all applicable certifications and enter expiration date.)

- | | |
|--------------------------------------|--------------------------------|
| <input type="checkbox"/> ACLS 6/1016 | <input type="checkbox"/> CHEMO |
| <input type="checkbox"/> BLS 6/2016 | <input type="checkbox"/> NRP |
| <input type="checkbox"/> CCRN | <input type="checkbox"/> PALS |
| <input type="checkbox"/> OTHER | <input type="checkbox"/> OTHER |

Educational Background

Starting with your most recent school attended, provide the following information

School (include City & State)	Years Completed	Completed	GPA Class Rank	Major/Minor
Central High School Capital Heights, MD	4	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.86	General
Chamberlain College of Nursing Addison, IL	2	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.71	MSN-Nursing
Chamberlain College of Nursing Addison, IL	2	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.86	BSN-Nursing
Long City College Long Beach, CA	2	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.00	ADN-Nursing

References

List name and telephone number of three business/work references who are not related to you and are not previous supervisors. If not applicable, list three school or personal references who are not related to you

Name	Title	Relationship In You	Telephone	Number of Years Known
Rebekah K	RN	Co-worker	502	10+
Gus GI	MD	Co-worker	6263	10+
Candace H	Teacher	friend/co-worker	7031	30

Related Information

What States do you currently hold licenses or certifications in?

States	Expiration Date
CA	12/31/2016

List special accomplishments, publications, awards, etc.
 Exclude information that would reveal race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve national guard or any other similarly protected status.
 Sigma Theta Honor Society of Nursing

In your current or a prior job, have you ever written instructions or directions to be followed by employees or customers?
 Yes No Not Applicable
 If yes, please explain:

Is there any other job-related information you want us to know about you?

Skills Information

Please provide information on your skills. You will need to complete a skills assessment survey for each skill set that you have expertise

Skill Set	Classification	Total Years Experience	Clinical Competence
Labor and Delivery Skills			
Licensed Nurse Skills	Med/Surg, Tele, Psych	10 years	
Maternal Child Care Skills			
NICU Skills			
Operating Room Skills			
PACU Skills	GI Lab	1 year	
Pediatric Nurse Skills			
Critical Care Skills			
Emergency Room Skills			
PICU Skills			

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with Decton, Inc., aka Clinical Staffing Services (hereinafter referred to as CSS) is true, complete and correct. I expressly authorize, without reservation, CSS, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding CSS, its agents, employees or representatives, for seeking, gathering and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that CSS does not unlawfully discriminate in employment and no question on this application or additional forms in the hiring packet is used for the purpose of limiting or eliminating any applicant from consideration for employment on a basis prohibited by applicable local, state or federal law. I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it may be necessary for me to reapply and fill out a new application.

If I am hired, I agree that I will abide by all Company policies, rules and procedures, and all other directions pertaining to my employment. I understand that in order to be placed with a client, my personnel file will be shared with client organizations. I am free to resign at any time, with or without cause and with or without prior notice, and CSS reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by a CO-CEO or President. And, I agree that I will not seek or accept employment in any capacity from any client of CSS to whom I have been assigned for a period of no less than 30 working days after I have completed my last day of work with said client. I also understand that I will not be paid unless I supply CSS with a time slip signed by a client representative and myself. And, I also understand that CSS or its agents reserves the right to add, change, and/or delete any policies, procedures, work rules, and or benefits at any time.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard. And, I am willing to submit to a physical examination, including the analysis for the detection of the use of unlawful drugs or substances in accordance with applicable laws. If I receive an offer of employment, I agree that my continued employment may be contingent on the result of the physical examination and drug screen. I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service whenever it is discovered.

DO NOT SUBMIT UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT
I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Mammie Freeman-Cleary 3/4/2015

(electronic signature)

Decton Health Services

Clinical Staffing Services
Application for Employment

Name: Castillo Davanie Alexandria Social Sec #: ###-##-####
Last First Middle
 Address: 6331 estrella ave los angeles ca 90044
Street City State Zip Code
 Telephone: _____ Cellphone: 323- _____ Email Address: davi_castillo@yahoo.com
 Position(s) applied for: REGISTERED NURSE Application Date: 7/24/2014

Referral Source (please check the appropriate category and name the source.)

<input type="checkbox"/> Walk-in	_____	<input type="checkbox"/> School	_____
<input type="checkbox"/> Employee	<u>Kay Marie Anthony</u>	<input type="checkbox"/> Staffing Agency	_____
<input type="checkbox"/> Advertisement	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Company's Website	_____	<input type="checkbox"/> Other Internet	_____

If necessary, best time to call you at home is 0700 AM
 May we contact you at work? Yes No
 If yes, work number and best time to call:
 wk phone: _____ time to call: 1000 AM
 If you are under 18 and it is required, can you furnish a work permit? Yes No
 If no, please explain _____
 Have you submitted an application here before? Yes No
 If yes, give date(s) and position(s) _____
 Have you ever been employed here before? Yes No
 If yes, give dates From _____ To _____
 Are you legally eligible for employment in this country?
 Yes No
 Date available for work: 07/29/2014
 What is your desired salary range or hourly rate of pay?
\$32.00 Per hr
 Type of Employment desired: Full-Time
 Will you relocate if job requires it? Yes No
 Will you travel if job requires it? Yes No
 If they have been explained to you, are you able to meet the attendance requirements of the position? Yes No
 Will you work overtime if required? Yes No
 If no, please explain _____

Are you able to perform the essential functions of the job for which you are applying (with or without reasonable accommodation)?
(This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodations, or whether accommodations is necessary. These issues may be addressed at a later stage in the entire process by law.) Yes No

Is your license or certification currently under investigation, ever been investigated or had disciplinary action against it? Explain.
 Yes No _____

Have you ever pled "guilty or no contest" to, or been convicted of a misdemeanor or felony? Yes No
If yes please provide dates and details. (Note, answering "yes" to this question does not constitute and bar to employment. Facts such as date of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. In answering this question, do not include minor traffic infractions, convictions for which the record has been sealed or expunged, or any marijuana related convictions that occurred more than two years ago.)

Have you ever been named as a defendant in a professional liability action? If yes explain and provide date(s) and details. Yes No _____

Are you either a US Citizen or can you submit verification of your legal right to work in the US? If no, please give details of current status. Yes No
 If yes, please provide date(s) and details _____

AN EQUAL OPPORTUNITY EMPLOYER

Employment History
 Starting with your most recent employer, provide the following information

<p>Employer 1: <u>Community Hospital of Huntington Park</u> Telephone#: <u>323-</u> Address <u>2623 e stanson ave</u> City <u>Huntington Park</u> State <u>ca</u> Starting job title/final job title <u>Registered Nurse</u> Immediate supervisor and title (for most recent position held) <u>Alicia Aguilar Nursing Supervisor</u> May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? <u>Currently employed</u> Summarize the type of work performed and job responsibilities <u>Working high volume ER assisted patients of all ages in the triage unit, but paced acute setting</u></p>	<p>Dates employed: <u>08/2013</u> to <u>to</u> <input checked="" type="radio"/> Currently emp Compensation (Starting) <input type="radio"/> Hourly <input type="radio"/> \$ <u> </u> per Salary <u>hour</u> Commission/Bonus/Other Compensation \$ <u> </u> Compensation (Final) <input type="radio"/> Hourly <input type="radio"/> \$ <u> </u> per Salary <u>hour</u> Commission/Bonus/Other Compensation \$ <u> </u></p>
<p>Employer 2: <u>Culver West Convalescent Hospital</u> Telephone#: <u>310</u> Address <u>4033 grand view blvd</u> City <u>Culver city</u> State <u>ca</u> Starting job title/final job title <u>Registered Nurse</u> Immediate supervisor and title (for most recent position held) <u>Margaret Curry Director of Nursing</u> May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? <u>went back to school</u> Summarize the type of work performed and job responsibilities <u>Working in a high volume ER assisted patients of all ages in the triage unit, but paced acute setting</u></p>	<p>Dates employed: <u>08/2012</u> to <u>07/2013</u> Compensation (Starting) <input type="radio"/> Hourly <input type="radio"/> \$ <u> </u> per Salary <u>hour</u> Commission/Bonus/Other Compensation \$ <u> </u> Compensation (Final) <input type="radio"/> Hourly <input type="radio"/> \$ <u> </u> per Salary <u>hour</u> Commission/Bonus/Other Compensation \$ <u> </u></p>
<p>Employer 3: _____ Telephone#: _____ Address _____ City _____ State _____ Starting job title/final job title _____ Immediate supervisor and title (for most recent position held) _____ May we contact for reference? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? _____ Summarize the type of work performed and job responsibilities _____</p>	<p>Dates employed: _____ to _____ Compensation (Starting) <input type="radio"/> Hourly <input type="radio"/> \$ _____ per Salary _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input type="radio"/> Hourly <input type="radio"/> \$ _____ per Salary _____ Commission/Bonus/Other Compensation \$ _____</p>
<p>Employer 4: _____ Telephone#: _____ Address _____ City _____ State _____ Starting job title/final job title _____ Immediate supervisor and title (for most recent position held) _____ May we contact for reference? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later Why did you leave? _____ Summarize the type of work performed and job responsibilities _____</p>	<p>Dates employed: _____ to _____ Compensation (Starting) <input type="radio"/> Hourly <input type="radio"/> \$ _____ per Salary _____ Commission/Bonus/Other Compensation \$ _____ Compensation (Final) <input type="radio"/> Hourly <input type="radio"/> \$ _____ per Salary _____ Commission/Bonus/Other Compensation \$ _____</p>

Employment History (continued)	
Employer S: _____ Telephone#: _____	Dates employed: _____ to _____
Address _____ City _____ State _____	Compensation (Starting)
Starting job title/final job title _____	<input checked="" type="radio"/> Hourly <input type="radio"/> \$ _____ per
Immediate supervisor and title (for most recent position held) _____	Salary _____
May we contact for reference? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Later	Commission/Bonus/Other Compensation \$ _____
Why did you leave? _____	Compensation (Final)
Summarize the type of work performed and job responsibilities _____	<input checked="" type="radio"/> Hourly <input type="radio"/> \$ _____ per
_____	Salary _____
_____	Commission/Bonus/Other Compensation \$ _____

Explain any gaps in your employment, other than those due to personal illness, injury or disability
 I graduated in June 2012 from nursing school and have been working since August of 2012 the one month not employed I was simply seeking employment and filling out work applications.

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No
 If yes, please explain:

Skills and Qualifications

Summarize any special training skills, licenses and/or certificates that may assist you in performing the position for which you are applying.
 Have taken an Assaultive Behavior Management Class

Certifications: (Check all applicable certifications and enter expiration date.)

<input type="checkbox"/> ACLS	04/2016	<input type="checkbox"/> CHEMO	
<input type="checkbox"/> BLS	02/2016	<input type="checkbox"/> NRP	
<input type="checkbox"/> CCRN		<input type="checkbox"/> PALS	08/2015
<input type="checkbox"/> OTHER		<input type="checkbox"/> OTHER	

Educational Background

Starting with your most recent school attended, provide the following information

School (Include City & State)	Years Completed	Completed	GPA Class Rank	Major/Minor
West Coast University North Hollywood, CA	3 1/2	<input type="radio"/> Diploma <input type="radio"/> GED <input checked="" type="radio"/> Degree <input type="radio"/> Certificate <input type="radio"/> Other	3.5	BSN
American Career College Los Angeles, CA	1 1/2	<input type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input checked="" type="radio"/> Certificate <input type="radio"/> Other		Medical Assistant
San Juan Cabrillo High School Leuc Beach, CA	4	<input checked="" type="radio"/> Diploma <input type="radio"/> GED <input type="radio"/> Degree <input type="radio"/> Certificate	3.8	

- Other
- Diploma
- GED
- Degree
- Certificate
- Other

References

List name and telephone number of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you.

Name	Title	Relationship to You	Telephone	Number of Years Known
Teresita Yu	Registered Nurse	Charge Nurse	626-	1
Anabelle De L	Registered Nurse	Charge Nurse Preceptor	818-	1
Eliza P.	Registered Nurse	Coworker	310-	1

Related Information

What States do you currently hold licenses or certifications in?

States	Expiration Date
California : Registered Nurse License	03/31/2016

List special accomplishments, publications, awards, etc.

Exclude information that would reveal race, color, religion, sex, national origin, citizenship, age, mental or physical disabilities, veteran/reserve national guard or any other similarly protected status

In your current or a prior job, have you ever written instructions or directions to be followed by employees or customers?

- Yes No Not Applicable

If yes, please explain.

Is there any other job-related information you want us to know about you?

My mission goal is to obtain an entry level position in a fast paced friendly environment that will provide me with the opportunity to utilize my administrative and clinical skills for further growth and development. to provide an exemplary level of care to all patients while maintaining my integrity and work ethic.

Skills Information

Please provide information on your skills. You will need to complete a skills assessment survey for each skill set that you have expertise

Skill Set	Classification	Total Years Experience	Clinical Competence
Labor and Delivery Skills			
Licensed Nurse Skills	Nursing Home/ER	2	
Maternal Child Care Skills			
NICU Skills			
Operating Room Skills			
PACU Skills			
Pediatric Nurse Skills			
Critical Care Skills			
Emergency Room Skills	Triage Nurse	1	
PICU Skills			

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with Director, Inc., the Critical Staffing Services (hereinafter referred to as CSS) is true, complete and correct. I expressly authorize, without reservation, CSS, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employees, public agencies, licensing agencies and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding CSS, its agents, employees or representatives, for seeking, gathering and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that CSS does not unlawfully discriminate in employment and no question on this application or additional forms in the hiring packet is used for the purpose of limiting or eliminating any applicant from consideration for employment on a basis prohibited by applicable local, state or federal law. I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it may be necessary for me to reapply and fill out a new application.

If I am hired, I agree that I will abide by all Company policies, rules and procedures, and all other directions pertaining to my employment. I understand that in order to be placed with a client, my personnel file will be shared with client organizations. I am free to resign at any time, with or without cause and with or without prior notice, and CSS reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement, or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by a CO-CEO or President. And, I agree that I will not seek or accept employment in any capacity from any client of CSS to whom I have been assigned for a period of no less than 30 working days after I have completed my last day of work with said client. I also understand that I will not be paid unless I supply CSS with a time slip signed by a client representative and myself. And, I also understand that CSS or its agents reserves the right to add, change, and/or delete any policies, procedures, work rules, and or benefits at any time.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard. And, I am willing to submit to a physical examination, including the analysis for the detection of the use of unlawful drugs or substances in accordance with applicable laws. If I receive an offer of employment, I agree that my continued employment may be contingent on the result of the physical examination and drug screen. I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (1) eliminate me from further consideration for employment, or (2) may result in my immediate discharge from the employer's service whenever it is discovered.

DO NOT SUBMIT UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Davionic A. Castillo 7/24/2014
(electronic signature)



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU21433190

=====> LICENSE HOLDER -- PLEASE NOTE <=====

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

1 99YXM 16

ACCOUNT: BU21433190

DATE: 11/04/14

LICENSE EXPIRES ON 10/01/15

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF
BUSINESS: EMPLOYMENT AGENCY
DBA: DECTON STAFFING
LOCATED AT: 19800 MACARTHUR BLVD 600



DECTON INC
19800 MACARTHUR BLVD SUITE 600
IRVINE CA 92612

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT

11. TERMS, CONDITIONS AND EXCEPTIONS

11.1 -11.30 Decton Health Services understands and agrees to all Terms, Conditions and Exceptions mentioned in items 11.1-11.30 unless otherwise notated specifically in the items below.

- **11.7 DECTON HEALTH SERVICES STANDARD CONTRACT LANGUAGE**
Attached you will find Decton Health Services contract that contains standard contract language. This contract is utilized only when our vendors do not have a contract of their own to present and have agreed to all terms. Hence, we are open to utilizing the attached and/or a version that The City of Long Beach would like to provide.
- **11.11** Decton Health Services has not discussed its proposal RFP No. PD15-154 Jail Inmate Medical Services with any other outside vendor within the City of Long Beach.
- **11.18 INSURANCES**
Decton Health Services maintains Professional and General Liability Insurance as well as Workers Compensation Insurance at all times. Please see attached.
- **11. 19 CONFLICT OF INTEREST**
Decton Health Services does not identify any potential conflict of interest in regards to this RFP No. PD15-154 Jail Inmate Medical Services
- **11.20 DISCLOSURE OF MATERIAL INFORMATION**
Decton Health Services has no history to disclose in regards to material information. Additionally Decton Health Services is Joint Commission Certified and have demonstrated our competencies in the area of staffing healthcare facilities. Please see our Joint Commission Certification attached.



Standard Terms and Conditions

This Staffing Agreement ("Agreement") is between Decton Inc dba Decton Health Services (hereinafter "DECTON") on the one hand and _____ ("You" or "you" or "Client") on the other hand. The Term of this Agreement ("Term") shall commence on _____, 20__ and shall end on _____, 20__. DECTON will use its best efforts to supply You with the temporary supplemental personnel requested, with the following terms and conditions:

Decton's Duties and Responsibilities.

1. DECTON will recruit, screen, interview, and assign its associates to perform work at Client's place of business in accordance with the job requirements and scope of job duties specified by Client. DECTON does not subcontract, employ independent contractors, nor does it utilize a Vendor Review Organization.
2. DECTON shall use its best efforts to provide qualified temporary supplemental personnel to the Client, and under the supervision of the Client. Qualification requirements for nurses: current annual CPR on file, current state license for RN, LVN, and/or RT on file, one year recent post graduate work experience, written examination for medication and general nursing practice by class on file, examination for specialty areas on file, skills inventory on file, annual physical to include TB examination, annual fire, safety, and infection control review.
3. Client acknowledges that DECTON will make its best efforts to match the skills and experience levels of its employees to the known specific needs of the Client. The Client has final responsibility for satisfying itself of the acceptability of the skills, capabilities and experience of the DECTON employee and the extent to which DECTON employee meets the needs and standards of the Client. Due to census fluctuations, all scheduled DECTON personnel will be required to float to a unit within their designated skill/experience, as identified by the area of their competency completed at time of orientation.
4. Client will notify DECTON of any unsatisfactory performance. DECTON will reasonably work with Client to rectify the situation as deemed necessary.
5. DECTON will do all that is possible to replace a scheduled nurse or other employee should the need arise (i.e. illness or death to individual or family member).
6. DECTON employees practice the rights of all patients and ethical aspects of care, treatment and services. If for some reason the Client feels as if these issues have been breached or violated they are encouraged to contact DECTON's Nursing Supervisor
7. DECTON will pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving associates
8. DECTON will require associates to acknowledge that they are not entitled to benefits offered or provided by Client, including but not limited to holidays, vacations, disability benefits, compensation, compensation raises, insurance, pensions, or retirement plans.
9. DECTON will maintain: unemployment; workers compensation; and fidelity and general liability insurance (with respect to section 1 above).

Client's Duties and Responsibilities.

1. Client will provide DECTON with a description of the job requirements and scope of job duties specified for each employee. Client will not require DECTON associates to perform any duties beyond those that are called for in such description. Client will promptly provide notice and address information to DECTON within 24-hours if an DECTON associate's job requirements, scope of duties, or location of work changes.

All shifts must be cancelled two (2) hours prior to the beginning of the shift or a two (2) hour late cancellation fee will be charged.

DECTON understands that although Client uses good faith efforts to avoid cancellations there may be occasions where it may occur. Therefore, DECTON shall be paid by Client actual amount of hours worked or a minimum of four (4) hours.

2. Client will provide signed written authorization of associates' hours to DECTON by 9.00 a.m. on the Monday following the previous workweek. Authorization may come in the form of DECTON or Client timecards or associate detail report from time and attendance systems. Client's signature authorizes sufficiency of work, DECTON to pay the associate and bill Client for all hours indicated. Client agrees to pay or work DECTON nurses at clinics for hours worked or a minimum of four (4) hours, whichever is greater. In some cases, Client may wish for a DECTON nurse or employee to work several clinics, within a nearby area, not to exceed a twenty (20) mile radius. In such an instance(s) DECTON shall be paid by Clients the actual amount of hours worked, including mileage, or a minimum of four (4) hours.

A weekend shift is a shift that begins at or after 7 pm on Friday and ends at 7 am on Monday.

3. Client will notify DECTON of local, state, or federal laws applicable to DECTON's associates. Client will provide a safe work place in compliance with all applicable labor laws, rules and regulations, including the Occupational Safety and Health Standards ("OSHA" and "Cal OSHA"), and afford all DECTON associates with meal and rest breaks, access to restrooms, and all other facilities required by applicable state and federal laws.



4. Client will exercise good judgment and management relating to the day to day supervision of DECTON's associates. Client will provide associates with a safe work environment and provide appropriate information, training, and safety equipment, and with respect to any hazardous substances or conditions to which they may be exposed.

5. Client will speak immediately with the Safety Manager(s) for DECTON, Jim Nasca (760) 801-7273, or a DECTON representative at (760) 929-2310 in the event of an injury or accident involving any DECTON employee supplied to you, even if the injury appears to require no immediate medical attention. If Clients fails to notify DECTON, Client assumes all financial responsibility for the injury including, but not limited to, deductibles, hospital expenses, post-care treatment or legal fees, and to indemnify and hold harmless DECTON from and against all out-of-pocket costs and expenses resulting, directly or indirectly. Upon reasonable notice, Client will provide DECTON's Safety Manager full access to Client's work place(s) and all records relative to health and safety in so far as they affect DECTON employees.

6. Client will properly supervise, control, and safeguard its premises, processes, or systems, and not permit associates to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without DECTON's express prior written approval or as strictly required by the job description provided to DECTON. Client will exclude associates from Client's benefit plans, policies, and practices, and not make any offer or promise relating to associates' compensation or benefits.

Billing and Payment. The applicable hourly rate for each worker furnished to you will be determined and agreed at the time your order is accepted by DECTON. Charges are based upon the agreed rate multiplied by the hours worked by each worker, as recorded on time cards signed by each worker and your representative (or such other reasonable proof of hours worked). Payment is due upon receipt of DECTON invoice. You must notify DECTON, in writing, within 5 days of receipt of the invoice, if you dispute any of the charges, otherwise all charges will be presumed to be correct. A \$100 fee will be charged for any unpaid returned check. Failure to pay, according to these terms, may result in the removal of workers. A late payment fee of 2% per month or the maximum rate permitted by applicable law, whichever is less, will be charged on overdue invoice(s). Overtime will be calculated and billed in accordance with applicable federal and state laws, and will increase DECTON's service rates accordingly. DECTON reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any federal or state mandated programs or benefits.

Client agrees to the billing rates on the attached rate sheet Enclosure A. Additionally, Client agrees to work or pay an DECTON employee, for a minimum of four (4) hours per shift. Overtime rates will apply as indicated (time and one-half for hours greater than 8 hours per day.) Holidays are billed at time and one-half times the regular rate. See Enclosure B. Client also agrees to pay the invoice for services, as reported on the DECTON time sheet. Time sheets are to be initiated by client and the client should retain a copy. Payments of invoices are due upon receipt. Invoices remaining due and unpaid beyond thirty (30) days shall bear interest at the rate of 1 1/2% per month (annual percentage rate of 18%). Client agrees to pay reasonable attorney fees in the event that any unpaid invoices must be referred for collections.

Conversion. In some instances Client may desire to employ the person DECTON has referred to work directly for Client. Under such circumstances Client agrees to the terms and conditions described on the employees time card, or DECTON sign in sheet. The Client understands that DECTON is not a referral or employment agency. Therefore, should Client choose to hire an DECTON employee within ninety (90) days from the last date of an DECTON assignment, the Client agrees to notify DECTON of Clients intention. Also, Client agrees to pay DECTON a 468 hour fee or pay DECTON the equivalent of 20% of the annual salary in order to hire this person.

Indemnification. You agree, to the fullest extent permitted by law, to defend, indemnify and hold DECTON (and their respective present and former directors, officers, employees, shareholders, administrators, employees, agents, attorneys, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, shareholders, predecessors, successors and assigns) harmless from and against all claims, losses, liabilities and costs, including reasonable attorneys' fees and disbursements, relating to any injury (excluding work-related injuries), loss or damage which arises out of your violation of law, breach of any obligation owed to DECTON hereunder, or related to the work performed by any DECTON employee pursuant to this Agreement (except to the extent caused by the gross negligence or willful misconduct of such employee(s)). You agree that your duty of indemnification under this paragraph extends to any claim alleging your failure to supervise or direct. Further, DECTON will not be liable for injury, loss or damage to persons (other than work-related injuries) or property (whether belonging to you or to any third parties) or from work stoppages that may arise from performance or non-performance of work by DECTON employees furnished to you under this Agreement.

Insurance. You agree to maintain commercial general liability insurance with limits of coverage of at least One Million Dollars (\$1,000,000) per occurrence to insure against the risks in the preceding paragraph and other risks, and to provide DECTON with a certificate of insurance confirming that the required insurance coverage is in place and containing a provision whereby the insurance company agrees to give DECTON a minimum of thirty (30) days' advance written notice of the cancellation or reduction of such insurance. You agree to immediately notify DECTON if any policy of insurance maintained by you - to satisfy the requirements of this paragraph, and the immediately preceding paragraph - is canceled or modified while this Agreement is in effect. You agree not to permit any DECTON employee to operate a vehicle, lull, forklift, or any motorized equipment unless you first notify DECTON in writing of your intent to do so, name DECTON as additional named insured on your automobile insurance or applicable equipment insurance policy, and provide DECTON with a certificate of insurance naming DECTON as additional named insured under said policy. You acknowledge that DECTON does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by DECTON's associates for your benefit.

Attorneys' Fees. In the event either party brings any action for relief against another, declaratory or otherwise, arising out of this Agreement, the losing party will pay the prevailing party a reasonable sum for attorneys' fees incurred to bring such suit and enforce any judgment granted therein. The parties agree that any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees, costs, and interest at the maximum rate allowed by law.

Entire Agreement; Assignment. This Agreement is not assignable, sets forth the entire agreement between the parties, and supersedes any and all prior



agreements or understandings between the parties. All changes, modifications or amendments to this Agreement must, in order to be valid and enforceable, be by written instrument and executed by an officer of DECTON

Governing Law and Jurisdiction. The parties agree that this Agreement will be interpreted, applied and enforced under and pursuant to the laws of the State of California, including California's statutes of limitation and without regard to its conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located in Orange County, California in any litigation arising from or in any way related to this Agreement.

Severability. If any language in this Agreement becomes, or is found by any governmental agency or court to be illegal, unenforceable, invalid, null or void, or against public policy, that provision or portion shall be severed from this Agreement and all other language of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Notices. All notices to be given by either party to the other party pursuant to this Agreement shall be in writing sent by First Class U.S. Mail, postage prepaid or sent via Federal Express, or comparable overnight delivery service. Notice is effective upon receipt of the mailed notice or the overnight delivery. All communications hereunder shall be in writing and are deemed duly served if upon personal service of the intended party, or if mailed by registered or certified mail, postage prepaid, to such party at such party's last known address, or as otherwise designated by such party in writing

Interpretation; Section Headings; Gender. This Agreement will be deemed to have been jointly drafted by the parties. In the event of any ambiguity in or dispute regarding the interpretation of the same, the interpretation of this Agreement will not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the actual draftsman. Paragraph headings used herein are for convenience only and shall not affect the construction of any provisions of this Agreement. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require

Accepted by:

Client name

Address

City State Zip code

Client Authorized Signature:

Print Name:

Title :

Date:

Accepted by: Decton, Inc dba Decton Health Services

Authorized Signature:

Print Name:

Title :

Date:



has been awarded to

Decton, Inc.
Decton Health Services

Irvine, CA

for

Health Care Staffing
by




The Joint Commission

based on a review of compliance with national standards.

July 3, 2015

Certification is customarily valid for up to 24 months.



Rebecca J. Patchin, MD
Chair, Board of Commissioners

ID #433298

Print/Reprint Date: 07/16/2015



Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



DECTINC-01 TAWDEOM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: American Guarantee and Liability Insurance Company 26247 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Decton, Inc. 19800 MacArthur Blvd #800 Irvine, CA 92612	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PRA 9699339-03	06/16/2015	06/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PRA 9699339-03	06/16/2015	06/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		UMB 9467480-03	06/16/2015	06/16/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		PRA 9699339-03	08/16/2015	06/16/2016	Limit 3,000,000
A	Professional Liab.		PRA 9699339-03	06/16/2015	06/16/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Type: Commercial
Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach, Dept. of Health Services
 Attn: Helene Calvet, MD
 2525 Grand Ave
 Long Beach, CA 90815

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability Aggregate CARRIER: Zurich American Insurance Company POLICY TERM: 06/16/2015 – 06/16/2016 POLICY NUMBER: PRA 9699339-03	\$1,000,000 Each Occurrence \$3,000,000 Aggregate Deductible: \$10,000

Policy No. PRA9699339-03

Term: 6/16/2015 to 6/16/2016

Decton, Inc.



ZURICH

Staffing Industry Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

A. Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Exclusion g. is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of any aircraft or watercraft;
- (5) Liability assumed under any "insured contract" for the maintenance or "loading or unloading" of an "auto"; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

2. Exclusion j. is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to:

- (a) Liability assumed under a sidetrack agreement;
- (b) "Property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients; or
- (c) Liability arising out of services performed by any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

Paragraphs (4), (5) and (6) do not apply to "property damage" arising out of "staffing services".

3. The following exclusions are added to Paragraph 2. Exclusions:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

B. Section I - Coverages, Coverage B Personal And Advertising Injury Liability is amended as follows:

1. Exclusion k. does not apply.
2. Exclusions a., b., e., f., g., h., i., l., and p. do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph 2. Exclusions:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

C. Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. Section II – Who Is An Insured is replaced by the following:

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization, other than an individual, partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" or interns only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees", "volunteer workers" or interns are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or interns while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or intern as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

However, your "employee", "volunteer worker" or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.

b. Any person (other than your "employee", "volunteer worker" or intern), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

f. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

(1) "Bodily injury" to an insured if another insured is driving the equipment; or

(2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

g. Any person or organization who you are required to add as an additional insured on this policy under a contract or agreement shall be an insured, but only with respect to that person's or organization's liability arising out of your operations as a "staffing service" or premises owned by or rented by you.

This Paragraph g. shall include but is not limited to any specifically scheduled additional insured shown on an Additional Insured endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Section IV – Commercial General Liability Conditions is amended as follows:

1. Paragraph 2.a. is replaced by the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

You will not be considered to have knowledge of an "occurrence" or an offense which may result in a claim until:

- (1) If you are an individual, you or your Risk Manager,
- (2) If you are a corporation, your Corporate Officer or your Risk Manager,
- (3) If you are a partnership or joint venture, your partner or member, or your Risk Manager,
- (4) If you are a limited liability company, your member or your Risk Manager,

is aware of such loss or "occurrence".

2. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, if any insured is required by a written contract or written agreement which is executed before a "staffing services" "occurrence" to waive their rights of recovery from others, we agree to waive our rights of recovery.

3. The following Condition is added:

Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

F. Section V – Definitions is amended as follows:

1. The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere in the world.

2. The definition of "employee" is replaced by the following:

"Employee" includes but is not limited to a "leased worker" and a "staffing services worker". "Employee" does not include a "temporary worker" or a "PEO worker".

3. The following definitions are added:

a. "PEO service" means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to "PEO workers" in connection with employment of such workers.

b. "PEO worker" means a person you lease to your client under a written "PEO service" agreement or contract.

c. "Staffing services" means services provided by a staffing company to their clients including but not limited to:

- (1) Staffing related administrative services provided by an Administrative Services Organization (ASO);
- (2) "PEO service";
- (3) Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
- (4) Temporary, contingent or contract placement services;
- (5) Vendor Management Service (VMS), means the facilitation, purchase and management of "staffing services" for clients including the placement and fulfillment of orders for "staffing services workers";

-
- (6) Services performed on behalf of your client by a "staffing services worker" who is not a direct hire or permanent placement;
- (7) Services performed for a client company to supply that client company with a "staffing services worker".
- d. "Staffing services worker" means a person who is furnished by you to your client to perform the duties to which you have agreed.

All other terms, conditions, provisions and exclusions of this policy remain the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street Suite 200 Newport Beach CA 92660	CONTACT NAME: Lynn Dalman PHONE (A/C No., Ext.): 949-756-0271 FAX (A/C No.): 949-756-2713 E-MAIL ADDRESS: ldalman@alliant.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Old Republic Insurance Company	24147													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Decton Inc. 19800 MacArthur Blvd. Suite 600 Irvine CA 92612.														

COVERAGES **CERTIFICATE NUMBER: 76315904** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUHR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MWC30361300	3/1/2015	3/1/2016	<table border="1"> <tr> <td>X</td> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. D SEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. D SEASE - POLICY LIMIT		\$1,000,000
X	PER STATUTE	OTH-ER																
E.L. EACH ACCIDENT		\$1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$1,000,000																
E.L. D SEASE - POLICY LIMIT		\$1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 Certificate issued as Evidence of Workers Compensation.

CERTIFICATE HOLDER City of Long Beach, Dept of Health Services Attn: Helene Calvel, MD 2525 Grand Ave. Long Beach CA 90815	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: MWC 303613 00

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

**REQUESTED PER
CONTRACT
SPECIFICATIONS TO
THE EXTENT
ALLOWABLE BY LAW**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: MWC 303613 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

POLICY NUMBER: MWC 303613 00

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

- | | ADDRESS |
|--|---------|
| 1. ALTERNATE EMPLOYER
WHERE SPECIFIED BY
CONTRACT | |
| 2. STATE OF SPECIAL OR TEMPORARY EMPLOYMENT
WHERE SPECIFIED BY CONTRACT | |
| 3. CONTRACT OR PROJECT
WHERE SPECIFIED BY CONTRACT | |



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

ATTACHMENT TO PURCHASE ORDER NO.:

FOR PROFESSIONAL SERVICES EQUAL TO OR UNDER \$200,000 (CITY)

ADDITIONAL TERMS AND CONDITIONS

1. All references in the General Conditions of the Purchase Order to "Supplier" shall mean and include Service Provider.

2. Service Provider shall furnish services as set forth on the Purchase Order and any attachments thereto or hereto, not to exceed \$ 200,000. City shall pay Service Provider in due course of payments following receipt from Service Provider and approval by City of an itemized statement showing the services performed, the time expended (if billing is hourly) and the name of the project. Service Provider shall certify on the statement that Service Provider has performed the services in full conformance with the Purchase Order and is entitled to receive payment.

3. As an independent contractor, Service Provider shall be free to contract for similar services to be performed for others during the term of the Purchase Order. Service Provider acknowledges and agrees that (a) City will not withhold taxes of any kind from Service Provider's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Service Provider's behalf; and (c) City will not provide and Service Provider is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Service Provider expressly warrants that neither Service Provider nor any of its/his/her employees or agents shall represent themselves to be employees or agents of City.

4. Notwithstanding anything to the contrary in the Purchase Order, and as a condition precedent to the effectiveness of the Purchase Order, Service Provider shall procure and maintain at Service Provider's expense for the duration of the Purchase Order insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG00 01 11 85 or CG00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations on the scope of protection given to City, its officials, employees and agents.

(b) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000 per accident.

(c) Professional liability errors and omissions insurance in an amount not less than \$1,000,000 per claim.

Non-owned auto - 1 million

(d) ~~Commercial automobile liability insurance~~ (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced in coverage, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees and agents. Service Provider shall notify City within five (5) days after any insurance required herein has been voided by the Insurer or cancelled by the insured.

Service Provider shall require that all contractors, subcontractors and sub-Service Providers which Service Provider uses in the performance of services under the Purchase Order maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance under the Purchase Order, Service Provider shall deliver to City certificates of insurance and required endorsements, including any insurance required of Service Provider's contractors, subcontractors and sub-Service Providers for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Service Provider shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers at any time. Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers shall make available to City all books, records and other information relating to the insurance coverage required herein during normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Service Provider, Service Provider's contractors, subcontractors and sub-Service Providers change the amount, scope or types of coverages required herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are not adequate.

The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Service Provider's performance of services or as full performance of or compliance with the indemnification provisions herein.

5. The Purchase Order contemplates the personal services of Service Provider and Service Provider's employees, and the parties acknowledge that a substantial inducement to City for entering it was and is the professional reputation and competence of Service Provider and Service Provider's employees. Service Provider shall not assign any interest herein, or any portion hereof, without the prior approval of the City Manager. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted

assignment or delegation. Furthermore, Service Provider shall not subcontract any portion of the performance required hereunder without the prior approval of the City Manager or his designee. Nothing stated in this Section shall prevent Service Provider from employing as many employees as Service Provider deems necessary for performance hereunder.

6. Service Provider, by signing these Additional Terms and Conditions, certifies and shall obtain similar certifications from Service Provider's employees, approved subcontractors and approved sub-Service Providers that, at the time Service Provider signs these Additional Terms and Conditions and during the term hereof, Service Provider does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City hereunder and the interests of such other client.

7. In addition to the items identified in Section 4 of the Purchase Order, Service Provider shall furnish all supervision, tools, machinery, appliances, transportation and services necessary to or used in the performance of Service Provider's obligations hereunder.

8. All materials, information and data prepared, developed or assembled by Service Provider or furnished to Service Provider in connection herewith, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memoranda (hereinafter "Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Service Provider. Copies of Data may be retained by Service Provider but Service Provider warrants that Data shall not be made available to any person or entity for use without the prior approval of City. Said warranty shall survive termination of the Purchase Order for five (5) years. To the extent the Data is covered by copyright laws, then Service Provider hereby assigns its ownership rights in said copyright and Data to City reserving a nonexclusive license to use the Data with the prior approval of City.

9. Service Provider shall place the following copyright protection on all Data: © City of Long Beach, California 2015 (inserting the appropriate year). As described above, City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Service Provider's performance hereunder. Service Provider warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. The indemnity provisions hereof shall apply to any breach or alleged breach of this warranty.

10. Notwithstanding anything to the contrary in the Purchase Order, City shall have the right to terminate the Purchase Order for any reason or no reason at any time by giving five (5) calendar days' prior notice to Service Provider. In the event of termination pursuant to this Section, City shall pay Service Provider for services satisfactorily performed up to the effective date of termination for which Service Provider has not been previously paid but City shall have no obligation to have Service Provider perform services after notice of termination has been given. The procedures for payment above with regard to an itemized statement shall apply. On the effective date

of termination, Service Provider shall deliver to City all Data developed or accumulated in performance hereunder, whether in draft or final form, or in process.

11. Service Provider shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of the Purchase Order and for five (5) years following expiration or termination hereof. In addition, Service Provider shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Service Provider's performance hereunder for the same period of time. Service Provider shall not disclose any or all of the Data to any third party, nor use it for Service Provider's own benefit or the benefit of others except for the purpose of the Purchase Order.

12. Service Provider shall not be liable for a breach of confidentiality with respect to Data that:

- (a) Service Provider demonstrates Service Provider knew prior to the time City disclosed it; or
- (b) Is or becomes publicly available without breach of the Purchase Order by Service Provider; or
- (c) A third party who has a right to disclose does so to Service Provider without restrictions on further disclosure; or
- (d) Must be disclosed pursuant to subpoena or court order.

13. If, in the opinion of City, the Data or services performed by Service Provider requires correction during a one-year period following termination or expiration hereof, Service Provider shall make said corrections at no additional charge or cost to City. The corrective action required hereunder shall be in addition to any other rights or remedies City may have.

14. No provision or breach of the Purchase Order, including the General Conditions and these Additional Terms and Conditions, shall be waived, except in writing signed by the parties which expressly refers to the Purchase Order.

15. The Purchase Order, including the General Conditions and these Additional Terms and Conditions, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

16. Notwithstanding anything to the contrary in Section 7 of the General Conditions of the Purchase Order, Service Provider shall, with respect to all services performed hereunder, indemnify and hold harmless City, its Boards and commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including but not limited to attorney's fees, court costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Service Provider, its officers, employees, agents, invitees, sub-Service Providers, or anyone under Service Provider's control (collectively "Indemnitor"); Claims that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without

limitation, the requirements of California Labor Code section 1770 *et seq.*; Service Provider's breach of this Purchase Order and Additional Terms and Conditions; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the indemnification duty and as a free-standing duty on the part of Service Provider, Service Provider shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise.

Service Provider shall give to City notice of any Claim within ten (10) calendar days. Likewise, City shall notify Service Provider of any Claim, shall tender the defense of such Claim to Service Provider, and shall assist Service Provider, as may be reasonably requested, in such defense.

17. In the event of any conflict or ambiguity between the Purchase Order, the General Conditions and these Additional Terms and Conditions, the provisions of these Additional Terms and Conditions shall govern.

18. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to Service Provider at the address shown on the Purchase Order. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

19. The acceptance of any services or payment of any money by City shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach hereof shall not constitute a waiver of any other or subsequent breach.

20. City shall have the right at all reasonable times during the term hereof and for a two-year period following completion of Service Provider's performance hereunder or following termination hereof to examine, audit, inspect, review, extract information from, and copy all books, records, accounts and other documents relating hereto.

21. The parties acknowledge that a substantial inducement to City for entering the Purchase Order was and is the reputation and skill of Service Provider's key employee Decton Inc. dba Decton Health Services City shall have the right to approve any person proposed by Service Provider to replace that key employee.

22. Termination or expiration of the Purchase Order shall not affect rights or liabilities which accrued under the Purchase Order or these Additional Terms and Conditions prior to termination or expiration of the Purchase Order, and shall not extinguish any warranties hereunder.

23. As required by federal and state law, City is obligated to and will report the payment of compensation to Service Provider on Form 1099-Misc. Service Provider shall be solely responsible for payment of all federal and state taxes resulting from payments hereunder. Service Provider shall submit Service Provider's Employer Identification Number (EIN), or Service Provider's Social Security Number if Service Provider does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Service Provider acknowledges and agrees that City has no

obligation to pay Service Provider until Service Provider provides one of these Numbers.

24. Service Provider acknowledges and agrees that the services to be performed hereunder do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said services.

25. The Purchase Order is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to the Purchase Order.

26. Service Provider shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.

27. Subject to federal and state laws, rules and regulations, Service Provider shall not discriminate in employment or in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

28. Service Provider agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720. In all bid specifications, contracts and subcontracts for any such Public Work, Service Provider shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

Service Provider acknowledges and agrees to these Additional Terms and Conditions by signing below. Service Provider shall return these Additional Terms and Conditions to City after execution. The Purchase Order shall not be valid until City has received these signed Additional Terms and Conditions.

Service Provider's Signature
if an individual:

Service Provider's Name,
if a corporation:

Decton Inc. dba Decton Health Svcs.

By _____
Vice President

By _____
Secretary

Service Provider's Name,
if a partnership

By _____
General Partner

Service Provider's Name,
if a limited liability company

By _____
Manager or Member



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

8/13/15

Authorized signature and date

PETER BEAL

VICE PRESIDENT

Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Decton Inc. dba Decton Health Services
 Business/Contractor/Agency

Peter Beal
 Name of Authorized Representative

Vice President
 Title of Authorized Representative

[Signature]
 Signature of Authorized Representative

8/13/15
 Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form W-9
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Decton Inc dba Decton Health Services

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) > _____
 Other (see instructions) > _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1980D MacArthur Blvd Ste 600
 City, state, and ZIP code
Irvine CA 92612

Requester's name and address (optional)

List account number(s) here (optional)

TIN Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

Employer identification number

CERTIFICATION
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
 Signature of U.S. person > [Signature]
 Date > 8-13-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in a payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1445 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1445 require a partnership to presume that a partner is a foreign person, and pay the section 1445 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1445 withholding on your share of partnership income.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

August 17, 2015

ADDENDUM #1

QUESTIONS & ANSWERS

RFP PD 15-154
Jail Inmate Medical Services

DUE DATE HAS BEEN EXTENDED TO FRIDAY, AUGUST 21, 2015 @ 11:00 AM

1. Question: Are pharmacy services included as part of the comprehensive services requirement? Or, will pharmacy services be contracted independently?

Answer: No. Staff currently manage and order medication under the direction of the Medical Director.

2. Question: What is the average number of prescriptions filled per month for the past 12 months?

Answer: We do not provide prescriptions for any of our inmate population.

3. Question: On average, how many HIV and Hepatitis C patients have been treated per month over the past 12 months?

Answer: We do not treat HIV or Hepatitis C patients. If they are on a medication regimen and they have a Felony Charge, they are sent to Los Angeles County Sheriff's for medical treatment.

4. Question: What type of medication packaging (blister cards, vials, strips, other) do you currently use? Do you intend to keep the same packaging?

Answer: Most of our medication are in bottles. We also have a few medication that come in a blister pack. Medication is ordered based on Departmental needs not the packaging.

5. Question: Do you receive starter stock in 30-count blister cards? Or, is all stock in manufacturers' bulk bottles?

Answer: No. Majority of the medication are in bulk bottles.

6. Question: What company is your current pharmacy service provider?

Answer: Anda Medical and McKesson Medical

7. Question: What was your total dollar amount spent on pharmacy for the past 12 months?

Answer: Not applicable to the services being requested in this RFP.

8. Question: Could you provide (as an addendum) your three most recent pharmacy invoices or a 90-day report from your current vendor that includes actual pharmacy utilization (with patient names redacted), as this data would be helpful to bidders so they can study current medication usage and prescriber ordering trends in the preparation of a response?

Answer: Unable to comply with this request, as we do not provide prescriptions for any of our inmates. Medication is ordered based on departmental needs, under the direction of the Medical Director. However, current medication usage for the majority includes psych medications to deal with bipolar illness, Librium, high blood pressure medication, and diabetes medications.

9. Question: Does your facility currently use an electronic prescription order entry and eMAR system? If so, what is the name of the system?

Answer: No

10. If not, would you be interested if a bidder can offer you a solution in this area?

Answer: Proposals are welcome.

11. Question: Does your facility currently use an electronic health record (HER/electronic medical record (EMR) system? If so, would an interface be required to connect with the system?

Answer: No.

12. If not, would you be interested if a bidder can offer you a solution in this area?

Answer: Proposals are welcome.

Prepared By: Michelle King Date: August 17, 2015
Buyer II

Acknowledged By: Decton Health Services
Company Name

Danielle Milburn
Print Name

Operations Manager
Title

[Signature]
Signature

8/18/15
Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



10. COST PROPOSAL

**Request for Proposal # PD15-154
Jail Inmate Medical Services**

Prepared by Decton Inc dba Decton Health Services

10. COST

10.1 Associated Fixed Costs of replacement of Temporary Nursing Services for Jail Inmate Medical Services

As an employer we are required according to US labor Law to classify Registered Nurses as employees; hence our employees are not eligible to work as independent contractors. According to US labor Law when individuals are supervised and/or maintain regulated hours, they must be classified as Employees. Hence our statutory requirements to place nurses at your correctional facility are

- Employer match Social Security and Medicare
- Employer State of California Unemployment Fund
- State of California Training Tax-ETT
- Federal Government Unemployment Fund-FUTA
- California State Employer Requirements for Workers Compensation

The City of Long Beach Requires to place nurses at your facility.

- General Liability Insurance for the RNS from Decton Health Services and associated City of Long Beach officials, employees and agents.
- Professionally Liability Insurance for the RNs from Decton Health Services and associated City of Long Beach officials, employees and agents.

While we are in a new year, employee costs are projected to increase for 2016. At present for each dollar of payroll we issue, it costs upwards of 21% to deliver that employee based on the above mentioned employee costs.

There are no other costs associated as the employee is not reimbursed for travel to or from the assignment as it is considered their responsibility.

10.2 PROPOSED HOURLY RATE

Considering our costs have risen significantly over the past years, Decton Health Services also recognizes the issues faced by all city governments with limited resources.

Hourly Rate: \$56.95 per hour for the first eight (8) hours.

In that we follow California Labor Law which requires employers to compensate at 1.5 times the hourly rate, after the first 8 hours. Therefore Decton Health Services propose that any hours worked after 8 hours will be charged at 1.5 times the proposed hourly rate of \$56.95 which will amount to \$85.43 per hour.

For the Federal Law and State Holidays of New Years, Christmas, Memorial Day, July 4, Labor Day, and Thanksgiving we propose billing at the overtime rate of \$85.43 which will

be considered effective as of 12:01 a.m. and will end at 11:59 p.m. on the date of the actual holiday.

In regards to the hourly rate we are proposing, the City of Long Beach will receive all of the of the following when/if contracting with Decton Health Services; all Registered Nurses will be guaranteed to all of the following:

- Fully insured
- Fully licensed and verified upon hire and annually thereafter
- Background check upon hire and annually which includes
- The California Board of Registered of Nursing, determining an active license with no restrictions or limitations.
- Clearance for all felony convictions, at the Federal , Civil level, as all Counties resided and employed via Precise Hire .
- Social Security trace
- E-verify
- EPLS/SAM
- OIG
- Department of Justice Sex Offender List (DRU Sjodin National Sex Offender List)
- Pre Employment 121panel Drug Screen upon hire and as warranted
- Competency testing via Prophecy Healthcare ; upon hire and annually as contractually requested
- Annual JHACO standards requirements
- In company In-services via Prophecy Healthcare including, but not limited, to issues such as Flu epidemics, Hand Hygiene, Charting, preventing medication errors, managing violence in the workplace or healthcare setting, cultural sensitivity, Nursing code of Ethics, OSHA testing an recertification
- Joint Commission Certified

Please see attached Applicant to Employee located within item 9 of this RFP for specifics.

EXHIBIT "B"

City's Representative:

Annie Khin

(562) 570-6635

EXHIBIT "C"

Materials/Information Furnished: None