

**Amendment No. 3  
To  
Standard Agreement  
By and between  
County of Monterey and  
Medical Doctor Associates (MDA) dba Cross Country Locums, hereinafter  
“CONTRACTOR”**

This Amendment No. 3 to Agreement A-12773 (“Agreement”) is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Medical Doctor Associates (MDA) dba Cross Country Locums, hereinafter referred to as “CONTRACTOR”.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide Locum Tenens Referrals as requested by COUNTY for the period of July 1, 2015 to June 30, 2018 and contract amount not to exceed \$900,000; and

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into an executed Amendment No.1 to extend the term of the Agreement to June 30, 2020 for a new term of July 1, 2015 to June 30, 2020; and

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into an executed Amendment No. 2 to extend the term of the Agreement to June 30, 2022 for a new term of July 1, 2015 to June 30, 2022 and to increase the total contract amount to \$1,150,000; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to address recent changes in California worker classification laws applicable to CONTRACTOR’s employees, including advanced practitioners, assigned to COUNTY and to increase the total contract amount by \$570,000, as specified below.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 2.0, PAYMENT PROVISIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,720,000.”

2. **EXHIBIT A - Scope of Services/Payment Provisions**, is replaced with Amendment No. 3

to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.

3. New Exhibit E. **EXHIBIT E – CONTRACTOR Workers**, is hereby added to this Agreement.
4. Section 14.0 NOTICES, is hereby amended and restated to read in its entirety as follows:

“14.01 Notices required under the Agreement shall be delivered personally or by first-class postage pre-paid mail to the County and CONTRACTOR’s contract administrator at the addresses listed below:

FOR COUNTY:  
Elsa Jimenez,  
Director of Health  
1270 Natividad Road  
Salinas, CA 93906

FOR CONTRACTOR:  
Contracts Division  
4775 Peachtree Industrial Blvd #300  
Norcross, GA 30092”

5. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 3 shall be attached to the Agreement.
7. This Amendment No. 3 shall be effective upon the authorized signature of both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

DocuSigned by:  
By: Debra Wilson, Contracts/Purchasing Supervisor  
7B741937AA0D41B...  
Contracts/Purchasing Officer

DocuSigned by:  
By: Karen Mote  
9EF17B3FEB4841C...

Date: 5/4/2021 | 7:14 AM PDT

Name: Karen Mote

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health  
Department of Health

Title: President

Date: 4/29/2021

Date: \_\_\_\_\_

Approved as to Legal Form:

DocuSigned by:  
By: Stacy Saetta  
C0ECE1B99F444A9...  
Stacy L. Saetta, Deputy County Counsel

DocuSigned by:  
By: Josh Schneider  
6009B78F77BD47E...

Date: 5/3/2021 | 3:26 PM PDT

Name: Josh Schneider

Approved as to Fiscal Provisions:

DocuSigned by:  
By: Gary Giboney  
B3834BFEC1D8449...  
Auditor-Controller

Title: Vice President of Sales

Date: 4/30/2021

Date: 5/3/2021 | 3:53 PM PDT

## **AMENDMENT NO. 3 TO EXHIBIT A SCOPE OF SERVICES**

### **I. IDENTIFICATION OF CONTRACTOR**

Name: Cross Country Locums Address:  
4775 Peachtree Industrial Blvd, #300  
Norcross, GA 30092

### **II. SCOPE OF SERVICES**

1. WHEREAS, CONTRACTOR arranges for and furnishes the services of “locum tenens Providers”, each of whom is duly licensed and qualified to practice medicine in California.
2. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to refer locum tenens to COUNTY in the following specialty:

Physician

- Family Practice
- Internal Medicine
- Obstetrics and Gynecology
- Pediatrics
- Immunology

Advanced Practitioners (Mid-levels)

- Nurse Practitioner
- Physician Assistant

### **III. SERVICES/OBJECTIVES BY CONTRACTOR**

1. CONTRACTOR shall search, screen, and pre-qualify potential locum tenens Provider (hereinafter referred to as “Provider”) before referring such Providers to the COUNTY for consideration and service. Providers must meet job specifications provided by COUNTY.
2. CONTRACTOR shall inform COUNTY of candidate qualifications and provide a copy of up-to-date Curriculum Vitae to COUNTY for review. For the specialties of Family Practice, Internal Medicine, Obstetrics and Gynecology, Pediatrics, and Immunology, CONTRACTOR shall only refer Physicians who are Board Certified. CONTRACTOR may refer Board Eligible Physicians but only upon request by COUNTY.

3. CONTRACTOR shall provide to COUNTY three (3) written references and two (2) facility verifications (current, within a two-year time frame) for the Provider at the time physician is referred to COUNTY.
4. COUNTY will be notified of any known discrepancies or disciplinary actions against presented Provider, at all times, at presentation and/or during assignment at the COUNTY.
5. CONTRACTOR shall refer only Physicians eligible to be a “Participating Physician” in the Medicare, Medi-Cal, and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.
6. CONTRACTOR shall obtain and provide to the COUNTY, at a minimum, the following documentation for each Provider as applicable:
  - a) Current Curriculum Vitae
  - b) American Medical Association Credentials Verification Report
  - c) Valid and unrestricted California medical license
  - d) Current National Provider Identifier (NPI) credentials
  - e) Valid and unrestricted Drug Enforcement Agency (DEA) credentials
  - f) American Board of Medical Specialty Certification
  - g) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG)
  - h) Driver’s license
  - i) A minimum of three (3) written references
  - j) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board
  - k) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs
  - l) Professional liability insurance
  - m) All Diplomas and Certifications
  - n) BLS Certification
  - o) ACLS, PALS and/or NRP Certification
  - p) Social Security Card
  - q) Other credentialing documents as required by COUNTY
5. CONTRACTOR shall work with COUNTY’s assigned Credentialing Staff to ensure that all required Credentialing applications are completed and supporting documentation is provided no later than 2 weeks prior to the Provider start date to allow sufficient time to credential. Should Provider’s start date be less than 2 weeks, CONTRACTOR shall work with COUNTY on a daily basis to ensure all paperwork has been submitted and Provider cleared by COUNTY to start.
6. CONTRACTOR shall provide verification of the Provider’s Tuberculosis test prior to assignment and send updated results to COUNTY as long as Provider is on assignment.

7. CONTRACTOR shall conduct preliminary Provider's reference checks and State of California medical license verification and provide the results of all checks and verifications to COUNTY.
8. If Provider fails to start assignment at COUNTY as agreed to, or if the assignment is terminated early by CONTRACTOR or COUNTY, CONTRACTOR will make best efforts expeditiously as possible to recruit for a replacement candidate, subsequent to the approval of the COUNTY at no additional charge.
9. CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the knowledge of an occurrence of any one or more of the following events involving each Provider referred who is on assignment at the COUNTY.
  - a) CONTRACTOR or Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare, Medicaid and/or other Health care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;
  - b) Provider's license to practice medicine in the State of California, Drug Enforcement Agency registration, malpractice coverage and/or medical staff or healthcare facility privileges is suspended, restricted, terminated, revoked, denied or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
  - c) Provider becomes the subject of any suit, action or other legal proceeding arising out of his or her professional services';
  - d) Provider is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician's practice of medicine;
  - e) Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;
  - f) Provider is charged with or convicted of a criminal offense;
  - g) Any act of nature or any other event occurs which has a material adverse effect on CONTRACTOR or Provider's ability to provide the Services; or
  - h) Any other event that occurs that materially interrupts or affects all or a portion of CONTRACTOR or Provider's obligations under this Agreement
10. Upon request by County, CONTRACTOR shall immediately remove and replace any Provider from furnishing Services under this Agreement who:
  - a) For any of the reasons stated in Section III. 9;
  - b) Engages in conduct that, in County's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of County;

- c) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
  - d) Is deemed not to fit well within the existing County culture and structure.
11. Upon the removal of a Provider, CONTRACTOR shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed Provider. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit County's rights under any provision of this Agreement.
  12. CONTRACTOR shall ensure that each assigned Provider under this Agreement shall execute the PHYSICIAN CERTIFICATION in Section VIII and shall provide an executed copy to COUNTY prior to the start date of the assignment.
  13. CONTRACTOR's professional liability insurance shall cover CONTRACTOR and all referred locum tenens Physicians.
  14. CONTRACTOR and each locum tenens Provider is and shall at all times be an independent CONTRACTOR with respect to the County in the performance of CONTRACTOR's and any locum tenens Provider's obligations under this Agreement. Neither CONTRACTOR nor any locum tenens Provider shall hold himself or herself out as an officer, agent or employee of the County, and shall not incur any contractual or financial obligation on behalf of the County without the County's prior written consent.
  15. CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available services on a priority basis.

**IV. SERVICES BY CONTRACTOR REFERRED PROVIDER (LOCUM TENENS)**

CONTRACTOR shall contractually require that all Providers referred by CONTRACTOR to COUNTY comply with the following performance requirements:

1. Perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in the State of California; (c) applicable requirements of third party payor programs; and (d) County and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.
2. Agree to be a "Participating Physician" in the Medicare, Medi-Cal, and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.

3. Assure that in the Provider's judgement, the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.
4. Complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service to the COUNTY.
5. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patient and families, as well as colleagues, County employees and all other healthcare professionals and shall communicate information timely and as needed, collaborate effectively, and work as a team.
6. Comply in all respects with Business Associates Agreement and all applicable confidentiality requirements (Exhibit D).
7. Comply fully with all Federal and State health information confidentiality laws, regulations and related requirements, including but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) laws, and the California State Confidentiality of Medical Information Act. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
8. Reviews, is familiar with, and complies with all applicable requirements of the Office of the Inspector General (OIG) Medicare Compliance Bulletins.
9. Use COUNTY premises and space solely and exclusively for the provision of locum tenens services.

**V. MEDICAL RECORDS**

1. CONTRACTOR shall contractually require that each Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to County patients, in accordance with County rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as COUNTY designates from time to time. All such information and records shall be: (i) prepared on forms developed, provided or approved by County; (ii) the sole property of County, (iii) maintained at County in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations. CONTRACTOR referred Provider shall possess some experience and knowledge of working techniques of an electronic health records program system.
2. CONTRACTOR shall contractually require that Providers maintain and upon request provide to COUNTY, and state and federal agencies, all financial books



and records and medical records and charts as may be necessary for CONTRACTOR and/or COUNTY to comply with applicable state, federal and local laws and regulations and with contracts between COUNTY and third party payors. To the extent CONTRACTOR is privy to and maintains such records and information, CONTRACTOR shall assure that all such records and information are retained for at least ten (10) years following the expiration or termination of this Agreement and shall contractually require Providers to preserve and maintain their records for a similar period. This Section shall survive the expiration or termination of this Agreement.

**VI. SERVICES/OBJECTIVES BY COUNTY**

1. COUNTY shall provide CONTRACTOR an accurate practice description, upon CONTRACTOR request.
2. COUNTY shall provide CONTRACTOR background information regarding the work site, hospital and/or the community, upon CONTRACTOR request.
3. COUNTY shall be responsible for credential verification and privileging of Providers referred, at all times.
4. COUNTY shall specify to CONTRACTOR specialty need and whether it is for inpatient care; outpatient care; and whether assignment includes supervision and oversight of Resident Physicians (Family Practice).
5. COUNTY shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Providers under this Agreement and collecting such fees and charges.
6. COUNTY shall have the right to end a PROVIDER's assignment for any reason by giving notice to CONTRACTOR at least 30-days prior to effective date of termination of PROVIDER.

**VII. EFFECT OF TERMINATION OR EXPIRATION**

Upon any termination or expiration of this Agreement:

1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Providers' obligation to continue to provide services to County patients under Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.
2. Upon County's request, Provider shall immediately vacate the premises, removing any and all of Provider's personal property, and County may remove and store, at

CONTRACTOR's expense, any personal property that the Provider has not so removed.

3. Provider shall immediately return to County all of County's property, including County equipment, supplies, and patient records, in CONTRACTOR or Providers' possession or under CONTRACTOR or Providers' control.
4. CONTRACTOR and Provider shall not do anything or cause any other person to do anything that interferes with County's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between County and any other person or entity who may be engaged to provide the Services to County.

**VIII. PHYSICIAN CERTIFICATION**

Provider acknowledges that he or she has read and understand the terms of the original Agreement and subsequent Amendments, agrees to be bound by the terms of the Agreement applicable to Provider, and certifies that Provider is in compliance with, and will continue to be in compliance with through the terms of the Agreement, all representations, warranties, duties and obligation of Provider as set forth in the Agreement.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Amendment No. 3 to Exhibit A – Part 2

### Payment Provisions

#### I. PAYMENT PROVISIONS

Services provided by CONTRACTOR shall not exceed \$1,720,000 for the term of the Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates and in accordance with the following terms:

##### A. COMPENSATION / PAYMENT:

Negotiate Rate (NR) with rates established as set forth below:

1. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

RATE SHEET FOR LOCUMS SPECIALITY SERVICES							
Medical Doctors Associates dba Cross Country Locums - July 1, 2020 - June 30, 2021; 2% Increase eff 7/1/2021 and each year thereafter.							
RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES							
Specialty - Current Rates	<u>Hourly</u>	<u>Daily</u>	Overtime Hourly	Holiday/ Premium	24-Hour Call	Perm Place Fee	Permanent Place Fee
<b>7/1/2020 - 6/30/21</b>	Hourly Rate	(0 to 8 hr day unless otherwise specified)	OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily)	Not billed unless worked	(includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Locum Physicians	Advanced Practitioners - See Sliding Scale Rates below.
Family Practice 0-8 hrs; OT after 8 hrs per day	\$183.90	8 hr min	\$275.85	\$275.85	N/A	\$27,050.40	N/A
Internal Medicine 0-8 hrs; OT after 8 hrs per day	\$194.55	8 hr min	\$291.83	\$291.83	N/A	\$27,050.40	N/A
Obstetrics & Gynecology 0-8 hrs; OT after 8 hrs per day	\$341.57	8 hr min	\$512.36	\$512.36	N/A	\$27,050.40	N/A
Pediatrics 0-8 hrs; OT after 8 hrs per day	\$183.90	8 hr min	\$275.85	\$275.85	N/A	\$27,050.40	N/A
Immunology 0-8 hrs; OT after 8 hrs per day	\$270.00	8 hr min	\$405.00	\$405.00	N/A	\$32,000.00	N/A
Nurse Practitioner 0-8 hrs; OT after 8 hrs per day	\$138.37	8 hr min	\$207.56	\$207.56	N/A	\$20,808.00	See Sliding Scale
Physician Assistant 0-8 hrs; OT after 8 hrs per day	\$138.37	8 hr min	\$207.56	\$207.56	N/A	\$20,808.00	See Sliding Scale
<b>Permanent Placement Fee - Sliding Scale Per Worked Hours</b>	<b>0 - 720 Hours</b>	<b>After 880 Hrs.</b>	<b>After 1040 Hrs.</b>	<b>After 1200 Hrs.</b>	<b>After 1360 Hrs.</b>		
Applies to Providers subject to CA AB 5 Rule. Provider must work full time hours continuously before credit can be applied.	\$20,808.00	\$18,000.00	\$16,000.00	\$14,000.00	\$12,000.00		
<b>RATE ADJUSTMENTS:</b>							
1. Annual rate increases shall not exceed 2% per contract year.							
2. Holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.							
3. We do not bill OT as time and a half on Holidays, only the daily rate. Holiday/Premium Rates not billed unless worked.							
4. Reassignment/Permanent Placement Fee: County agrees to pay Contractor a Reassignment/Permanent Placement fee as indicated on payment provisions of Exhibit A-1 Part 2 for the assignment of Provider presented to County or any organization affiliated with County if such Provider becomes a permanent employee of County or an affiliate of County within eighteen (18) months after such Provider is presented to County or after Provider ceases to provide services to County.							

2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.
4. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
5. Rates are all-inclusive of travel and lodging expenses. There shall be no travel reimbursement affiliated with this Agreement.
6. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included in the Agreement must be approved by COUNTY in writing through an Amendment.

**B. CONTRACTOR'S BILLING PROCEDURES**

1. Invoices from CONTRACTOR for all services rendered per this Agreement shall be billed directly to the ordering Bureau of the Health Department.
2. CONTRACTOR shall submit invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
3. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below:

Physical Mail delivery:

Monterey County Health Department  
FQHC Clinics - Attn: ACCOUNTING  
1441 Schilling Place South Building, First Floor  
Salinas, CA 93901

Email delivery: [CS\\_Finance@co.monterey.ca.us](mailto:CS_Finance@co.monterey.ca.us)

## **EXHIBIT E - CONTRACTOR Workers**

The following terms and conditions apply to any employee of CONTRACTOR assigned to COUNTY pursuant to this Agreement (“CONTRACTOR Worker”). CONTRACTOR Workers do not include *locum tenens* physicians.

### **1. CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION**

- 1.1 COUNTY participates in the California Public Employee Retirement System (“CalPERS”). As such, CONTRACTOR and COUNTY must be mindful of restrictions on the employment of persons who are not participating in CalPERS, as well as those persons who are retirees under CalPERS (hereinafter, “PERS annuitant”).
- 1.2 CONTRACTOR shall identify in writing to COUNTY any CONTRACTOR Worker with prior PERS affiliation who is sent to report for COUNTY service under the AGREEMENT, at least two (2) business days prior to the individual being assigned by CONTRACTOR for service to COUNTY.
- 1.3 CONTRACTOR shall identify in writing to COUNTY any PERS annuitant who is sent to report for COUNTY service under the AGREEMENT, at least two (2) business days prior to the individual being assigned by CONTRACTOR for service to COUNTY.
- 1.4 The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR Worker’s name and (2) the last four digits of the CONTRACTOR Worker’s Social Security Number.
- 1.5 The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR Worker had previously worked for a governmental entity that participates or participated in CalPERS.
- 1.6 The term “PERS annuitant” is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- 1.7 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to COUNTY of such individual.
- 1.8 Subject to any applicable limitations of law, at CONTRACTOR’s expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless

the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR Workers is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

## **2. CONTRACTOR WORKERS ARE EMPLOYEES SOLELY OF CONTRACTOR; EMPLOYMENT RELATED CLAIMS; INDEMNIFICATION**

- 2.1 Nothing in this Agreement shall create an employer and employee relationship between CONTRACTOR Worker and COUNTY. At all times, the CONTRACTOR Worker shall remain an employee of CONTRACTOR. CONTRACTOR agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. CONTRACTOR shall cover CONTRACTOR Workers assigned to COUNTY under CONTRACTOR's own workers compensation policy throughout the term of this Agreement.
- 2.2 At CONTRACTOR'S expense as described herein, CONTRACTOR agrees to defend, indemnify, and hold harmless the County of Monterey, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of CONTRACTOR's or COUNTY's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of CONTRACTOR or any applicant of CONTRACTOR for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by CONTRACTOR and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). CONTRACTOR shall pay to COUNTY any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by COUNTY.

## **3. TEMPORARY EMPLOYEES**

- 3.1 CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with COUNTY.
- 3.2 CONTRACTOR shall notify COUNTY when an individual CONTRACTOR Worker's hours working for COUNTY are approaching 650 hours in a fiscal year (7/1-6/30).
- 3.3 Subject to any State of California exemptions in place to ensure adequate staffing during the COVID-19 pandemic, COUNTY shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.