

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on April \_\_\_\_, 2021, between the County of Kings, a political subdivision of the State of California (“County”), and Elitecare Medical Staffing, Inc., a California corporation (“Contractor”) (collectively the “Parties”).

**R E C I T A L S**

WHEREAS, County requires temporary nursing services to assist with its response to the outbreak of COVID-19 in Kings County; and

WHEREAS, Contractor employs nurses and is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County’s reasonable satisfaction. County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it, and its employees, agents or contractors assigned to work under this Agreement possesses, current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

**3. COMPENSATION**

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in **Exhibit A**. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement commences on May 1, 2021, and terminates on June 30, 2022, unless extended by mutual consent of the Parties.

#### **5. RECORDS AND INSPECTIONS**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.

If services provided under this Agreement are funded by state or federal sources, Contractor shall the state and federal government shall also have free access during normal work hours to such records and the right to examine, inspect, copy, and audit them, at no cost to the State or Federal government. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

During normal business hours, Contractor shall give the County, the State of California (the "State"), the Federal Emergency Management Agency ("FEMA"), the FEMA Administrator, and the Comptroller General of the United States ("Comptroller General"), or any of their authorized representatives, unfettered access to any of Contractor's books, documents, papers and records that are directly pertinent to this Agreement for the purposes of auditing, examining, excepting or transcribing said records.. Contractor shall also permit the foregoing persons or entities to reproduce or copy by any excerpts and transcriptions by any means and as reasonably needed.

Contractor shall provide the FEMA Administrator, or its authorized representative[s], access to construction or other work sites pertaining to the work under this Agreement.

In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General.

## 6. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by Contractor and County Board of Supervisors, or other representative authorized by County Board of Supervisors.

## 7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party 30-calendar days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may immediately terminate this Agreement.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of 10-days to cure the breach. If the breach is not remedied within that 10-day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and the Contractor shall pay County for any expenses it incurs in curing said default(s).

C. Effects of Termination. Termination of this Agreement does not terminate any obligations, of any liability owed to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default, which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

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## 8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$4,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions including those of its employees assigned to work in Kings County.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with 30-days' prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy

shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

## **9. INDEMNIFICATION**

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. The Parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

It is further understood and agreed that all individuals Contractor assigns to Kings County under this Agreement shall be employees of Contractor and shall not be construed to be employees of the County for any purpose by virtue of the assignment or the services provided thereunder.

## **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State and County.

Contractor shall comply with all state and federal confidentiality laws including, but not limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit B**.

Under the Byrd Anti-Lobbying Amendment, 13 U.S.C. § 1352 (“Byrd Anti-Lobbying”), contractors who apply or bid for an award of \$100,000 or more shall file the required certification. The Parties certify to the tier above, that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by Byrd Anti-Lobbying . Each tier shall also disclose any lobbying financed with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier, up to the recipient, who in turn will forward the certification(s) to the County.

Contractors shall executed and comply with the Certification Regarding Lobbying, attached as **Exhibit C**.

The Parties acknowledge and understand that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures and directives.

## **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

### **13. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

### **14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, sexual orientation, military status, or any other protected class.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

### **15. SUBCONTRACTORS**

Services under this Agreement are deemed personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

### **16. ASSIGNMENT**

Contractor shall not assign this Agreement without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

### **17. UNFORESEEN CIRCUMSTANCES**

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within 10-days of the

start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

**19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**County**  
Ed Hill, Director  
Public Health Department  
County of Kings  
330 Campus Drive  
Hanford, CA 93230  
Email: edward.hill@co.kings.ca.us

**Contractor**  
Steven J. Poggi, President  
Elitecare Medical Staffing, Inc.  
761 E. Locust Ave., Ste. 103  
Fresno, CA 93720  
Email: spoggi@elitecare.net

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) e-mail, it is effective as of the date it was sent; d) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The Parties have executed and delivered this Agreement in the County of Kings, State. The Parties agree that the laws of the State shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.



## **21. SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

## **22. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality, and Section 28, Access to Records.

## **23. NO THIRD PARTY BENEFICIARIES**

County and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

## **24. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (the "Act"). Contractor shall report each violation of the Act to the County. The County shall report all violations of the Act to FEMA and the appropriate EPA Regional Office for assuring proper notification to those federal agencies.

Contractor shall include the duties described in this Section 24 in every subcontract, with a contract price over \$150,000, whether financed in whole or in part with federal assistance provided by FEMA.

## **25. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 108 and 2 C.F.R. pt. 3000. As such, Contractor shall verify that none of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940), or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C. Contractor shall include a requirement to comply with said regulations in any and all lower tier covered transactions it enters into.

This certification is a material representation of fact relied upon by the County. If it is determined that Contractor failed to comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, the State, the federal government may pursue all available remedies, including but not limited to suspension and/or debarment. Said remedies available to the State and federal government are in addition to remedies available to the County.

Bidders and proposers shall comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while an offer is valid and throughout the period of any contract that may arise from said offer. The bidder or proposer shall include a provision requiring compliance with this Section 25 in its lower tier covered transactions.

## **26. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials as designated by the Environmental Protection Agency (“EPA”), unless Contractor cannot acquire competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at the EPA’s Comprehensive Procurement Guidelines web site:

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

Contractor shall comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## **27. ACCESS TO RECORDS**

The Contractor shall provide access to the County, the State, the FEMA Administrator the Comptroller General, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor shall permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representative’s access to construction or other work sites pertaining to the work being completed under the contract.

**28. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO AND FLAGS**

Contractor shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**29. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**30. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

The contractor acknowledges Administrative Remedies for False Claims and Statements pursuant to 31 U.S.C. Chap. 38 applies to Contractor’s actions under this Agreement.

**31. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The Parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

**32. ADA COMPLIANCE**

Contractor shall comply with the Americans with Disabilities Act, Title II (“ADA”) and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit D**.

**33. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

**34. AUTHORITY**

Each signatory to this Agreement represents it is authorized to enter into this Agreement and to bind the party to which its signature represents.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

ELITECARE MEDICAL STAFFING, INC.

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Steven Poggi, President

ATTEST


By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

By: \_\_\_\_\_  
Stacey Greene, Director of Operations

APPROVED AS TO ENDORSEMENTS RECEIVED

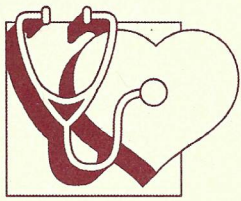
By: \_\_\_\_\_  
Sande Huddleston, Risk Manager

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By:  04/08/2021  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work/Compensation
- Exhibit B:** HIPAA Business Associates Agreement
- Exhibit C:** Certification Regarding Lobbying
- Exhibit D:** ADA Grievance Procedure



**Elitecare**  
Medical Staffing, LLC

Exhibit A



Dec 1, 2020

County of Kings  
Department of Public Health  
Nancy Gerking  
330 Campus Dr  
Hanford, CA 93230

Dear Nancy:

This letter is in regard to supplying RN's and LVN's for temporary Covid-19 assignments and other unforeseeable urgent communicable disease outbreaks in any Kings County facility. The negotiated contract rates are:

RN	\$79.00 per hour
LVN	\$55.00 per hour
CNA/MA/OA	\$38.00 per hour

**Orientation.** It shall be the responsibility of Facility to orient all Placements to the Facility and its rules and regulations and to acquaint them with Facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of assigned employee to properly use equipment. Facility shall provide each Placement with such orientation as may be required, at the sole discretion of such Facility, during Placement's initial assignment.

If Facility changes or cancels a request for registry (per diem) Placement less than two (2) hours before the scheduled start of a shift or assignment, Facility will pay Agency for two (2) hours per the regular bill rate for that Placement's job classification in effect at time of cancellation.

If Placement is no longer needed by Facility after reporting for work and beginning his or her assignment, Placement may be called off by Facility. If Placement is called off by Facility, Agency shall be paid for the actual hours worked by Placement or up to four (4) hours of services, whichever is greater, per the regular bill rate for that Placement's job classification in effect at time of call-off. Facility reserves the right to utilize such Placement in an assignment reasonably consistent with his/her license and experience for up to four (4) hours of such paid time. Agency shall be solely responsible for satisfying any reporting time pay obligations due Placement under state or federal wage and hour laws.

## Exhibit A

### Overtime and Holiday Rates.

- (a) Facility will pay one and one-half (1.5) times the regular rate for all hours worked by a Placement in excess of eight (8) hours in one workday, forty (40) hours in one workweek,
- (b) Facility will pay two (2) times the regular rate for all hours worked by a Placement in excess of twelve (12) hours in one workday.
- (c) The following holidays are billed at one and one-half (1.5) plus all other holidays recognized by Facility for its regular staff:

New Year's Day	7pm on night prior to holiday through 12am of holiday- 29 hours
Christmas Day	7pm on night prior to holiday through 12am of holiday- 29 hours
Thanksgiving Day	12am through 12am of the holiday – 24 hours
Memorial Day	12am through 12am of the holiday – 24 hours
July 4 <sup>th</sup>	12am through 12am of the holiday – 24 hours
Labor Day	12am through 12am of the holiday – 24 hours

**Recruitment or Conversion of Temporary Placement.** Should facility wish to hire (“convert”) an Agency Placement assigned to Facility, Facility may do so without a fee after a minimum number of hours/weeks has been worked. The requirements are as follows:

Per Diem – After completion of 520 hours \$0.00 Fee  
Traveler – After completion of one (2) thirteen-week (13) travel assignment \$0.00 Fee

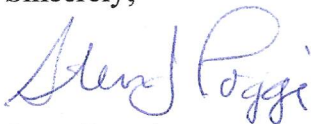
Should Facility elect to hire a placement before they have met the minimum hours worked, a conversion fee will be paid to Agency based on the table below.

Number of Hours on Assignment	Fee (Based on 1 <sup>st</sup> Year Salary with Facility)
Up to 160 Hours	18%
161 Hours – 320 Hours	12%
321 Hours – 520 Hours	7%
More than 520 Hours	No fee after 520 Hours

All recruitment restrictions will be lifted six months after contract termination or six months following the work stoppage of Elitecare's Placement within the Facility.

Thank you for considering us for this project. Please call if you have any questions. I look forward to hearing from you soon.

Sincerely;



Steve Poggi  
President

## Exhibit B

### HIPAA Business Associate Exhibit

#### I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Elitecare Medical Starring, Inc. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Elitecare Medical Starring, Inc., as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:



## Exhibit B

### II. Permitted Uses and Disclosures of PHI by Business Associate.

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and Disclose for Management and Administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Type of Services to be Provided by the Business Associate.*** BAA will provide temporary nursing services to the County's Public Health Department to assist with the COVID-19 outbreak in Kings County. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

### III. Responsibilities of Business Associate.

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

## Exhibit B

- 1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
- 2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:
  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:
  - i. What data elements were involved and the extent of the data involved in the breach,
  - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
  - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
  - iv. A description of the probable causes of the improper use or disclosure; and
  - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.
- 6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

## Exhibit B

County of Kings  
Administration  
Attn: Rebecca Campbell, CAO – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

#### IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

## Exhibit B

### V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

### VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## Exhibit B

### VII. Miscellaneous Provisions.

A. **Disclaimer.** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this

## Exhibit B

Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## Exhibit B

### Attachment 1

#### Business Associate Data Security Standards

##### I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password

## Exhibit B

changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

### II. System Security Controls.

A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. **Warning Banners.** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. **Transmission Encryption.** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.



## Exhibit B

### III. Audit Controls.

A. **System Security Review.** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### IV. Business Continuity / Disaster Recovery Controls.

A. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. **Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

### V. Paper Document Controls.

A. **Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the

## Exhibit B

Business Associate except with express written permission of County.

E. ***Faxing.*** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit C

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

The undersigned, Elitecare Medical Staffing, Inc. ("Contractor") certifies, to the best of his or her knowledge, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By: \_\_\_\_\_ Date \_\_\_\_\_  
Steven Poggi, President  
Elitecare Medical Staffing, Inc.

## Exhibit D

### Appendix E.

#### Kings County ADA Grievance Procedure

##### Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal

## Exhibit D

County of Kings 2016 ADA Self-Evaluation  
interviews or a tape recording of the complaint, are available to person with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator  
County Government Center  
1400 West Lacey Blvd.  
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

2014-2-434 [99311]