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**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of August, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and AMI Expeditionary Healthcare LLC, a Virginia corporation, whose address is 11150 Sunset Hills Road, Suite 307, Reston VA 20190, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are referred to collectively as "Parties", or "Party" individually to this Agreement.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, Office of Emergency Services Division, has a need for coordination, daily operation and administration of the COUNTY'S COVID-19 designated alternate care site located at the Fresno Convention Center; and,

WHEREAS, COUNTY established the alternate care site to treat low acuity patients and help alleviate strain on local hospitals during the ongoing COVID-19 pandemic; and

WHEREAS, CONTRACTOR, has the personnel skilled to provide coordination, daily operation and administration of the COUNTY'S COVID-19 alternate care site.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services, provide staffing and fulfill all responsibilities as described in Exhibit A (AMI Request for Proposal), attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall ensure staff receives appropriate Health Insurance Portability and Accountability Act of 1996 (HIPAA) training, as detailed in Paragraph 14 of this Agreement.

C. All of COUNTY'S requests for services by CONTRACTOR provided for under this Agreement, shall be at the sole discretion of COUNTY'S Department of Public Health, Office of Emergency Services Division.

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2. TERM

The term of this Agreement shall be effective upon execution through and including December 31, 2020. This Agreement may be extended for one (1) additional six (6) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next six (6) month extension period. The COUNTY DPH Director or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

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1           4.     COMPENSATION:

2           A.     COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
3 compensation for services satisfactorily performed in accordance with Section 4 (Pricing), included in  
4 Exhibit A – AMI Request for Proposal. Payment shall be made upon certification or other proof satisfactory  
5 to COUNTY that services have been performed by CONTRACTOR as specified in this Agreement.

6           B.     For the provision of care to 25 beds, COUNTY agrees to pay CONTRACTOR a  
7 monthly rate of Nine Hundred Twenty-Nine Thousand, Six Hundred Twenty-Four and No/100 Dollars  
8 (\$929,624.00) for each thirty (30) day period that the COUNTY'S Alternate Care Site is operational.

9           C.     The COUNTY will have the ability to increase the bed capacity up to a maximum of  
10 50 beds under this Agreement. If at such time the COUNTY requires the number of care beds to increase  
11 beyond 25 beds (up to the maximum 50), COUNTY will provide CONTRACTOR with a seven (7) day  
12 notice, to allow CONTRACTOR adequate time to staff accordingly for meeting the increased service level  
13 need.

14          D.     In no event shall services performed under this Agreement be in excess of Four  
15 Million, Six Hundred Forty-Eight Thousand, One Hundred Twenty and No/100 Dollars (\$4,648,120.00) to  
16 cover the cost of a 25 bed operation for the initial five (5) month term of this Agreement and Four Million,  
17 Six Hundred Forty-Eight Thousand, One Hundred Twenty and No/100 Dollars (\$4,648,120.00) for an  
18 additional 25 bed capacity. If the Agreement term is extended for an additional six (6) months, the  
19 maximum compensation for the six (6) month extended term will not exceed Eleven Million, One  
20 Hundred Fifty-Five Thousand, Four Hundred Eighty-Eight and No/100 Dollars (\$11,155,488.00), which  
21 reflects a fifty (50) bed maximum capacity.

22          E.     It is understood that all expenses incidental to CONTRACTOR'S performance of  
23 services under this Agreement shall be borne by CONTRACTOR.

24          F.     Payments by COUNTY shall be in arrears, for services provided during the  
25 preceding month, within thirty (30) days from date of receipt, verification and approval of CONTRACTOR'S  
26 invoice and support documentation by COUNTY. If CONTRACTOR should fail to comply with any  
27 provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.

28                     It is understood that all expenses incidental to CONTRACTOR'S performance of

1 services under this Agreement shall be borne by CONTRACTOR.

2 5. INVOICING

3 CONTRACTOR shall submit a detailed invoice on contractor letterhead, to include the  
4 following information: dates services provided, monthly staffing levels and number of staff hours worked,  
5 number of beds filled/utilized and patients served, and referencing Contract Number (to be provided by  
6 COUNTY), by the fifth (5<sup>th</sup>) working day of each month for the prior month's services to COUNTY.

7 CONTRACTOR shall include copies of the following support documents with each monthly  
8 invoice submitted: staffing level worksheets, and patient level statistics.

9 CONTRACTOR shall submit monthly invoices to the County of Fresno, Department of  
10 Public Health, Business Office, P.O. Box 11867, Fresno, CA 93775, or electronically to e-mail address:  
11 DPHBOAP@fresnocountyca.gov.

12 6. FUNDING:

13 Funding for this Agreement is provided through legislative action for COVID-19 response.  
14 Services will be covered using one or more of the following funding sources; the Coronavirus Aid, Relief,  
15 and Economic Security (CARES) Act Funding (Pub. L. No. 116-136/CFDA# 21.019), Federal Emergency  
16 Management Agency (FEMA) Disaster Grants-Public Assistance Funding (CDFA 97.036), and/or any other  
17 funding made available through legislation.

18 7. INDEPENDENT CONTRACTORS:

19 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
20 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
21 CONTRACTOR officers, agents, and employees will at all times be acting and performing as an  
22 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,  
23 servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have  
24 no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
25 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
26 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

27 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
28 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject

1 thereof.

2 Because of its status as an independent CONTRACTOR, CONTRACTOR shall have absolutely no  
3 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely  
4 liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.  
5 In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters  
6 relating to payment of CONTRACTOR employees, including compliance with Social Security withholding  
7 and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
8 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

9 8. MODIFICATION:

10 Any matters of this Agreement may be modified from time to time by the written consent of  
11 all the parties without, in any way, affecting the remainder.

12 9. NON-ASSIGNMENT:

13 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
14 under this Agreement without the prior written consent of the other party.

15 10. HOLD HARMLESS:

16 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
17 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
18 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
19 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
20 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
21 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
22 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
23 agents, or employees under this Agreement.

24 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's request,  
25 defend CONTRACTOR, its officers, agents and employees from any and all costs and expenses, (including  
26 attorney fees and costs), damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR in  
27 connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees  
28 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),

1 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may  
2 be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or  
3 employees under this Agreement.

4 11. INSURANCE:

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
6 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
7 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
8 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Professional Liability

16 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
17 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than Two Million  
18 Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) annual aggregate.

19 If any of the required policies provide claims made coverage, the retroactive date must be  
20 shown, and must be before the date of the contract or the beginning of the contract work. Insurance must  
21 be maintained, and evidence of insurance must be provided for at least five (5) years after completion of  
22 the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made  
23 policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase  
24 "extending reporting" coverage for a minimum of five (5) years after completion of the project.

25 C. Worker's Compensation

26 A policy of Worker's Compensation insurance as may be required by the California Labor  
27 Code.

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1           Additional Requirements Relating to Insurance

2           CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
3 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
4 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
5 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
6 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
7 provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without  
8 a minimum of thirty (30) days advance written notice given to COUNTY.

9           CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
10 employees any amounts paid by the policy of worker's compensation insurance required by this  
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
13 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
16 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
17 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
18 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
19 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
20 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any  
21 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
22 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
23 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
24 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
25 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
26 only and not contributing with insurance provided under CONTRACTOR'S policies herein; and that this  
27 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
28 given to COUNTY.

1           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
2 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
3 Agreement upon the occurrence of such event.

4           All policies shall be issued by admitted insurers licensed to do business in the State of  
5 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
6 rating of A FSC VII or better.

7           12.    AUDITS AND INSPECTIONS:

8           The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
9 may deem necessary, make available to the COUNTY for examination all of its records and data with  
10 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
11 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
12 CONTRACTOR compliance with the terms of this Agreement. COUNTY will provide the CONTRACTOR  
13 with as much prior notice as possible, given the State and Federal audit requirements that COUNTY is  
14 subject to.

15           If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
16 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
17 payment under contract (Government Code Section 8546.7).

18           13.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

19           A.    The parties to this Agreement shall be in strict conformance with all applicable  
20 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and  
21 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of  
22 Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health Insurance  
23 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42,  
24 United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR,  
25 Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act  
26 (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information  
27 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.  
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1                   Except as otherwise provided in this Agreement, CONTRACTOR, as a Business  
2 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,  
3 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use  
4 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d  
5 *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY,  
6 as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for  
7 management, administrative or legal responsibilities of the Business Associate.

8                   B.       CONTRACTOR, including its subcontractors and employees, shall protect, from  
9 unauthorized access, use, or disclosure of names and other identifying information, including genetic  
10 information, concerning persons receiving services pursuant to this Agreement, except where permitted in  
11 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i),  
12 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services pursuant  
13 to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR shall not use  
14 such identifying information or genetic information for any purpose other than carrying out  
15 CONTRACTOR'S obligations under this Agreement.

16                   C.       CONTRACTOR, including its subcontractors and employees, shall not disclose any  
17 such identifying information or genetic information to any person or entity, except as otherwise specifically  
18 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the  
19 Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this  
20 Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit PHI to the minimum  
21 necessary to accomplish intended purpose of use, disclosure or request.

22                   D.       For purposes of the above sections, identifying information shall include, but not be  
23 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such  
24 as finger or voice print, or photograph.

25                   E.       For purposes of the above sections, genetic information shall include genetic tests of  
26 family members of an individual or individual, manifestation of disease or disorder of family members of an  
27 individual, or any request for or receipt of, genetic services by individual or family members. Family  
28 member means a dependent or any person who is first, second, third, or fourth degree relative.

1 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time  
2 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section  
3 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524  
4 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided  
5 within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access  
6 and provides individual with the reasons for the delay and the date when access may be granted. PHI shall  
7 be provided in the form and format requested by the individual or COUNTY.

8 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at  
9 the request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance  
10 with 45 CFR Section 164.526.

11 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner  
12 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit  
13 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in accordance  
14 with 45 CFR Section 164.528.

15 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable  
16 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of  
17 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without  
18 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall  
19 be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA  
20 Representative, within two (2) business days of discovery. The notification shall include, to the extent  
21 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to  
22 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take prompt  
23 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure  
24 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such  
25 breach and is responsible for all notifications required by law and regulation or deemed necessary by  
26 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's  
27 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written  
28 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working

1 days of the discovery of the breach to the addresses below:

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County of Fresno  
Dept. of Public Health  
HIPAA Representative  
(559) 600-6439  
P.O. Box 11867  
Fresno, CA 93775

County of Fresno  
Dept. of Public Health  
Privacy Officer  
(559) 600-6405  
P.O. Box 11867  
Fresno, CA 93775

County of Fresno  
Information Technology Services  
Information Security Officer  
(559) 600-5800  
333 W. Pontiac Way  
Clovis, CA 93612

H. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human Services (Secretary) upon demand.

CONTRACTOR shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR'S normal business hours, however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the

1 size and complexity of CONTRACTOR'S operations and the nature and scope of its activities. Upon  
2 COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

3 CONTRACTOR shall implement strong access controls and other security  
4 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,  
5 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the  
6 following administrative and technical password controls for all systems used to process or store  
7 confidential, personal, or sensitive data:

8 1. Passwords must not be:

- 9 a. Shared or written down where they are accessible or recognizable by  
10 anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;  
11 b. A dictionary word; or  
12 c. Stored in clear text

13 2. Passwords must be:

- 14 a. Eight (8) characters or more in length;  
15 b. Changed every ninety (90) days;  
16 c. Changed immediately if revealed or compromised; and  
17 d. Composed of characters from at least three (3) of the following four  
18 (4) groups from the standard keyboard:

- 19 1) Upper case letters (A-Z);  
20 2) Lowercase letters (a-z);  
21 3) Arabic numerals (0 through 9); and  
22 4) Non-alphanumeric characters (punctuation symbols).

23 CONTRACTOR/S shall implement the following security  
24 controls on each workstation or portable computing device (e.g., laptop computer) containing confidential,  
25 personal, or sensitive data:

- 26 1. Network-based firewall and/or personal firewall;  
27 2. Continuously updated anti-virus software; and  
28 3. Patch management process including installation of all operating

1 system/software vendor security patches.

2 CONTRACTOR shall utilize a commercial encryption solution that has received  
3 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic  
4 media (including, but not limited to, compact disks and thumb drives) and on portable computing devices  
5 (including, but not limited to, laptop and notebook computers).

6 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail  
7 or other internet transport protocol unless the data is encrypted by a solution that has been validated by  
8 the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption  
9 Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its employees who  
10 fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating access to  
11 PHI when employment of employee ends.

12 J. Mitigation of Harmful Effects

13 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is  
14 suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of  
15 PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.  
16 CONTRACTOR must document suspected or known harmful effects and the outcome.

17 K. CONTRACTOR'S Subcontractors

18 CONTRACTOR shall ensure that any of its contractors, including subcontractors, if  
19 applicable, to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR  
20 on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that apply to  
21 CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant provisions of  
22 these provisions into each subcontract or sub-award to such agents or subcontractors.

23 L. Employee Training and Discipline

24 CONTRACTOR shall train and use reasonable measures to ensure compliance with  
25 the requirements of these provisions by employees who assist in the performance of functions or activities  
26 on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees who  
27 intentionally violate any provisions of these provisions, including termination of employment.

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1 M. Termination for Cause

2 Upon COUNTY's knowledge of a material breach of these provisions by  
3 CONTRACTOR, COUNTY shall either:

4 1. Provide an opportunity for CONTRACTOR to cure the breach within five  
5 (5) business days or end the violation and terminate this Agreement if CONTRACTOR does not cure the  
6 breach or end the violation within the time specified by COUNTY; or

7 2. Immediately terminate this Agreement if CONTRACTOR has breached a  
8 material term of these provisions and cure is not possible.

9 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer  
10 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

11 N. Judicial or Administrative Proceedings

12 COUNTY may terminate this Agreement in accordance with the terms and  
13 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal  
14 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or  
15 stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the  
16 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which  
17 the CONTRACTOR is a party.

18 O. Effect of Termination

19 Upon termination or expiration of this Agreement for any reason, CONTRACTOR  
20 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on  
21 behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such  
22 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these  
23 provisions to such information, and limit further use of such PHI to those purposes that make the return  
24 or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of  
25 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI data, a  
26 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

27 P. Disclaimer

28 COUNTY makes no warranty or representation that compliance by

1 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be  
2 adequate or satisfactory for CONTRACTOR'S own purposes or that any information in  
3 CONTRACTOR'S possession or control, or transmitted or received by CONTRACTOR, is or will be  
4 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely  
5 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

6 Q. Amendment

7 The parties acknowledge that Federal and State laws relating to electronic data  
8 security and privacy are rapidly evolving and that amendment of these provisions may be required to  
9 provide for procedures to ensure compliance with such developments. The parties specifically agree to  
10 take such action as is necessary to amend this agreement in order to implement the standards and  
11 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to  
12 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written  
13 notice in the event that CONTRACTOR does not enter into an amendment providing assurances  
14 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the  
15 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

16 R. No Third-Party Beneficiaries

17 Nothing express or implied in the terms and conditions of these provisions is  
18 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or  
19 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or  
20 liabilities whatsoever.

21 S. Interpretation

22 The terms and conditions in these provisions shall be interpreted as broadly as  
23 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The  
24 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in  
25 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

26 T. Regulatory References

27 A reference in the terms and conditions of these provisions to a section in the  
28 HIPAA regulations means the section as in effect or as amended.

1 U. Survival

2 The respective rights and obligations of CONTRACTOR as stated in this Section  
3 shall survive the termination or expiration of this Agreement.

4 V. No Waiver of Obligations

5 No change, waiver or discharge of any liability or obligation hereunder on any one  
6 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or  
7 shall prohibit enforcement of any obligation on any other occasion.

8 W. Public Health Exception Extended

9 1. The HIPAA Privacy Rule creates a special rule for a subset of public  
10 health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including  
11 state procedures established under such law, as applicable, provides for the reporting of disease or  
12 injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or  
13 intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].);

14 2. To the extent a disclosure or use of information received under this  
15 agreement may also be considered a disclosure or use of "Protected Health Information" (PHI) of an  
16 individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the  
17 following Privacy Rule provisions apply to permit such data disclosure and/or use by COUNTY and  
18 CONTRACTORS, without the consent or authorization of the individual who is the subject of the PHI:

19 a) HIPAA cannot preempt state law if, "[t]he provision of state law, including  
20 state procedures established under such law, as applicable, provides for the reporting of disease or  
21 injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or  
22 intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].);

23 b) A covered entity may disclose PHI to a "public health authority" carrying  
24 out public health activities authorized by law; (45 C.F.R. § 164.512(b).);

25 c) A covered entity may use or disclose protected health information to the  
26 extent that such use or disclosure is required by law and the use or disclosure complies with and is  
27 limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii),  
28 164.512(a)(1).)



1           14.    NON-DISCRIMINATION:

2                    During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate  
3 against any employee or applicant for employment, or recipient of services, because of race, religious  
4 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
5 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military  
6 status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

7           15.    REPORTS:

8                    CONTRACTOR shall work with the COUNTY to develop monthly reports.

9           16.    SINGLE AUDIT CLAUSE:

10                   A.     If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or  
11 more Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in  
12 accordance with the requirements of the Single Audit Standards as set forth in Office of Management and  
13 Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200. CONTRACTOR shall  
14 submit said audit and management letter to COUNTY. The audit must include a statement of findings or a  
15 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
16 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct  
17 any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to  
18 COUNTY'S DPH Administration for review within nine (9) months of the end of any fiscal year in which  
19 funds were expended and/or received for the program. Failure to perform the requisite audit functions as  
20 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at the  
21 COUNTY'S option, contracting with a public accountant to perform said audit, or, may result in the inability  
22 of COUNTY to enter into future agreements with the CONTRACTOR.

23                   B.     A single audit report is not applicable if all CONTRACTOR'S Federal contracts do  
24 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR'S  
25 federal funding is through Drug Medi-Cal.

26           17.    NOTICES:

27                    The persons and their addresses having authority to give and receive notices under this  
28 Agreement include the following:

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COUNTY  
Director, County of Fresno  
Department of Public Health  
P.O.Box 11867  
Fresno, CA 93775

CONTRACTOR  
Randy Cook, Chief Operating Officer  
AMI Expeditionary Healthcare  
11150 Sunset Hills Road, Suite 307  
Reston, VA 20190

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

18. GOVERNING LAW:

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

19. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR'S Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
2 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
3 is a party and in which one or more of its directors has a material financial interest. Members of the  
4 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
5 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated  
6 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
7 transaction or immediately thereafter.

8 20. SEVERABILITY:

9 The positions of this Agreement are severable. The invalidity or unenforceability of any  
10 one provision in the Agreement shall not affect the other provisions.

11 21. ENTIRE AGREEMENT:

12 This Agreement, including all exhibits constitutes the entire agreement between the  
13 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
15 understanding of any nature whatsoever unless expressly included in this Agreement.

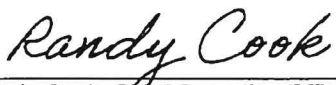
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

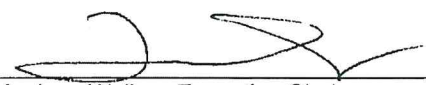
**CONTRACTOR:**  
**AMI EXPEDITIONARY HEALTHCARE LLC**

**COUNTY OF FRESNO:**



\_\_\_\_\_  
Randy Cook, Chief Operating Officer

\_\_\_\_\_  
Jean M. Rousseau, County Administrative Officer  
of the County of Fresno



\_\_\_\_\_  
Andrew Walker, Executive Chairman

**Mailing Address:**

AMI Expeditionary Healthcare LLC  
11150 Sunset Hills Road, Suite 307  
Reston, VA 20190

**FOR ACCOUNTING USE ONLY:**

ORG No.: 56201019  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000



# AMI Expeditionary Healthcare

## Request for Proposal

**State of California  
Fresno County  
MHOAC**

22 July 2020

AMI Expeditionary Healthcare  
Commercial in Confidence

Randy Cook, Chief Operating Officer  
randy.cook@ami.health • +1 202 826 3277  
11150 Sunset Hills Road • Reston VA 20190

**AMI**

11150 Sunset Hills Road,  
Suite 307  
Reston, VA 20190

**Contact**

Randy Cook  
Chief Operating Officer  
[randy.cook@ami.health](mailto:randy.cook@ami.health)

**DUNS**

962357179

**CAGE**

7BLL9

<https://ami.health>

**REQUEST FOR INFORMATION****Fresno County****For****MHOAC medical TF surge support****July 22, 2020**

This proposal includes data that shall not be disclosed outside Fresno and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to AMI as a result of—or in connection with—the submission of this data, Fresno C. shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Fresno C's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in the entire proposal.

Mr. Curtis Jack  
EMS Coordinator – Disaster Services  
Fresno County MHOAC

Date: 22 July 2020

**Request for Proposal - UPDATED**  
**Medical TF support to Fresno County MHOAC**

Dear Mr. Jack,

AMI fully understands and appreciates the need for refined approaches in structure and pricing to ensure needs are met with sustainability in mind. With this and in the spirit of collaboration kindly find this updated pricing schedule.

You will note a slight increase in NP/PA's and RN's, this is a direct result of increases in the market place due to supply and demand strain across the U.S.. You will also note that we have amended the shift cycle from 12 hours to 8.

To answer your question of the Project Management Office (PMO) this billable line item covers both direct and indirect costs. Direct, is a fulltime Management Analyst supporting all project deliverables and integration into AMI's corporate functions and oversight (operational and clinical). Indirect, is the time allocation for all recruiters, travel coordinators, lab coordinators, strategic logistics management, contracting officer, finance team, HR Business Partner, and Senior (Program Management).

The AMI team is at your disposal for further collaboration and to address any questions. Moreover, we are eager to provide you and the community you serve with the highest standards of support.

Yours Sincerely,  
Randy Cook



Chief Operating Officer  
**AMI Expeditionary Healthcare LLC**  
**22 July 2020**

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## 1 AMI Corporate Overview

AMI is a worldwide healthcare services provider with a presence in the United States, the Americas, South East Asia, Australia, the Middle East, Africa and Europe. AMI was founded in 2011 and has since grown to become one of the world's leading and most trusted providers of commercial medical services in some of the most complex and challenging environments.

AMI, formerly part of the Aspen Medical family of companies until January 2020, grew out of a need to provide the highest quality healthcare in areas of high demand. Led by physicians Andrew Walker and Tom Crabtree, AMI delivers a unique combination of turnkey healthcare solutions composed of extremely flexible teams of health practitioners, fixed and mobile medical facilities, air ambulance services, and highly refined medical processes and procedures. This comprehensive solution-based approach allows AMI to provide an expanding number of health services around the world.

AMI's services range from the deployment of single-person aid posts, through to managing and staffing fully equipped field hospitals, global aeromedical evacuation solutions and consultancy services. Aeromedical evacuation solutions range from deployed AMETs to fully equipped Fixed and Rotary Wing assets staffed with stand-by flight medical teams. AMI provides the people, facilities, equipment, consumables, pharmacy, procedures or any combination of these services depending upon the customer's needs, requirements and desired healthcare outcomes. AMI is currently supporting over 30,000 UN staff in Africa to include Somalia, Yemen, Liberia, Sierra Leone and South Sudan with both clinical and aeromedical services.

A key feature of AMI's work is our ability to operate in areas where health services are scarce or non-existent. A strong operational model that ensures clinical and fiscal rigor, while maintaining the necessary flexibility to meet changing environmental demands, underpins our methodology.

AMI has been providing medical personnel and services for the last decade to some of the most remote and challenging environments in the world and has extensive experience in the provision and management of medical personnel and flight operations. Since our inception, our company has provided over 3,000 medical personnel to over 70 clinical and hospital settings across four continents.

AMI has proven expertise in the care of COVID-19 patients and the management of COVID-19 healthcare facilities. We currently have over 700 personnel deployed across the USA, the Caribbean and Africa in the battle against

### AT A GLANCE

- Extensive COVID-19 response effort experience of 100's of clinicians led by Dr Ryan Azcueta, Dr Andrew Walker and Dr Tom Crabtree
- COVID-19 response efforts in the USA, Africa and the Americas with over 700 medical personnel deployed
- Management of multiple 100-200 bed ward sites with acuity levels from ICU to lower level care
- Currently provide more than 3,000 medical personnel to over 70 clinical and hospital facilities worldwide

COVID-19. AMI provides the clinical personnel as well as the clinical governance for COVID-19 sites ranging from quarantine facilities and assisted living homes across the US through to 200 bed field hospitals in Atlanta and 100 bed acute care wards at Mt Sinai Beth Israel in Manhattan. We are currently managing patients at all levels of acuity from ICU to low acuity level wards. We are also staffing and running deployable ICUs across a number of Caribbean Islands for the Kingdom of the Netherlands. AMI understands the testing solutions, clinical best practices and clinical governance requirements of the COVID-19 environment better than any expeditionary healthcare provider in the world.

## 2 Relevant COVID-19 Corporate Experience

AMI is currently contracted by numerous, Sovereign, US National, US State and US County government organizations and private agencies to assist in the COVID-19 pandemic. These include, but are not limited to, the United Nations, the US Department of Health and Human Services, the state of Georgia, Mount Sinai Beth Israel Medical Center, and the Netherlands Government. Our service delivery to each of these critical customers is strongly underpinned by our highly credentialed staff, our ability to respond and deploy expediently and our AMI cultured work ethic of exceeding our customers' expectations through the requisite service delivery process.

### COVID-19 - Department of Health and Human Services

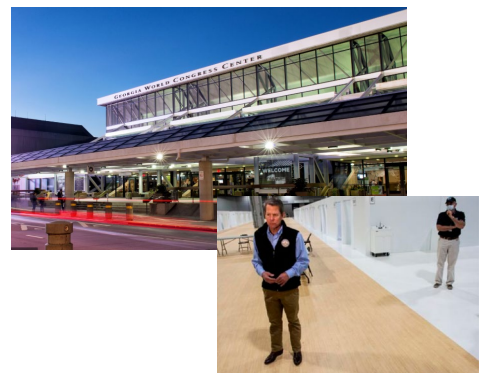
AMI is the sole private contractor in support of emergency services for the US Department of Health and Human Services. AMI was sole sourced on a number of emergent support missions for COVID-19 care which included clinical staffing, management and patient care for a number of quarantined isolation facilities, nursing homes, assisted living care sites, field clinics, and testing sites in Washington, California, Georgia and New Jersey.

AMI fielded comprehensive clinical care teams and management support deploying more than 600 clinicians in less than 72 hours.



### COVID-19 – Atlanta, Georgia

Established within the Georgia World Congress Center in Atlanta in under 5 days, AMI is providing all clinical staffing and governance for a 200 bed COVID-19 field hospital. Patient acuities range from ICU step down monitored bed care through to routine COVID ward care.



## COVID-19 – United Nations Support Office Somalia

Aspen Medical was awarded Prime Contractor by the United Nations office in Somalia to operate and manage the UN Level 1+ medical facility located on Mogadishu International Airport (MIA) from December 2017 to present day. AMI has provided critical surge capacity including establishment of an ICU to UNSOS in response to COVID-19. The hospital was featured in the May 2020 issue of UN's "Keeping Connected" Newsletter. In recent weeks, Special Representative of the Secretary-General (SRSG) for Somalia and Head of the United Nations Assistance Mission in Somalia, James Swan visited the hospital's ICU. While there, he met with Dr. Robert Onebunne, the Chief Medical Officer for UNSOS/UNSOM, along with staff to inspect the ICU and discuss preparations and capabilities of the facility for the COVID-19 response.



## COVID-19 - Beth Israel Mount Sinai Medical Center (Manhattan, NYC)

AMI is currently contracted to the Mt Sinai Beth Israel Hospital System in New York City to provide the clinical staffing and project management support to care for a 100 bed COVID-19 care ward. The entire clinical solution was delivered in under 7 days. Patient acuities range from ICU care and monitored beds through to routine medical ward care.



## COVID-19 - Netherlands Government Aruba, St Maarten, and Curacao

AMI is currently contracted by the Netherlands Government to support the islands of St Maarten, Aruba and Curacao with augmented ICU care for COVID-19 patients. AMI provides the clinical staff, medical equipment, pharmacy and consumable supplies and clinical governance. Our staff ranges from critical care physicians to ICU RNs to respiratory therapists and other support staff.



### 3 Concept of Operations/Staffing Table: Medical Task Force

AMI is recommending a low acuity TF based on MHOAC's needs as prescribed.

#### 3.1 Team Composition

When managing ACS facilities this TF will form and 8hr shifts based on craft group and acuity, covering 24/7 operations. When focused on alternate lines of effort, the team will transition to modified 8-10-hour days based on the level of infection control needs.

***Health Administrator & Medical Director*** 1

<i>Ward Administration Staff (25 Beds)</i>	2
<i>MD (25 Beds)</i>	2
<i>Nurse Practitioner (25 Beds)</i>	3
<i>Registered Nurse (25 Beds)</i>	7
<i>Paramedic (25 Beds)</i>	2
<i>CNA- EMT(Basic) (25 Beds)</i>	7
<i>Logistician</i>	2
<i>Case Workers</i>	3
<i>PMO</i>	1
<i>Pharmacy Tech</i>	1
<i>Reception Support (25 Beds)</i>	0
<i>Total:</i>	31

## 4 Pricing

### 4.1 MACRO Table (30.4 days of operations)

Total: Macro Pricing				
Category	Cost base / OT days	Shift Totals / Notes	CLIN QTY	Total CLIN Cost
Health Administrator & Medical Director	\$ 25,189.16	0.33	1	\$ 25,189.16
Ward Administration Staff (25 Beds)	\$ 21,590.71	0.66	1	\$ 21,590.71
MD (25 Beds)	\$ 107,953.56	0.66	1	\$ 107,953.56
Nurse Practitioner (25 Beds)	\$ 104,682.24	1.00	1	\$ 104,682.24
Registered Nurse (25 Beds)	\$ 240,442.02	2.45	1	\$ 240,442.02
Paramedic (25 Beds)	\$ 25,189.16	0.66	1	\$ 25,189.16
CNA- EMT(Basic) (25 Beds)	\$ 63,518.13	2.33	1	\$ 63,518.13
Logistician	\$ 35,984.52	0.66	1	\$ 35,984.52
Case Workers	\$ 43,617.60	1.00	1	\$ 43,617.60
PMO	\$ 16,912.72	0.33	1	\$ 16,912.72
Pharmacy Tech	\$ 24,469.47	0.33	1	\$ 24,469.47
Reception Support (25 Beds)	\$ -	0.00	1	\$ -
Flights and transport	2,000.00	Round trip flights and taxis	30	60,460.00
Lodging	110.00	USG rates	30	99,759.00
Per diem	66.00	USG rates	30	59,855.40
				\$ 929,623.71

### 4.2 Notes and Caveats

- Costs include 24/7 operations incorporating both straight and overtime rates for clinicians.
- Costs include all applicable insurances (General Liability and Professional Liability – Med Mal).
- Other Direct Costs: Transportation, Lodging and Per Diem are not to exceed amounts (NTE), AMI will work to reduce via local talent applications.
- **NOTE:** Flights and Transportation is for initial mobilization and demobilization of entire team. Run rate on a monthly basis will be minimal.
- Pricing reflected is for a single Task Force application.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

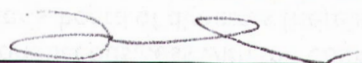
In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the Corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:	Andrew Walker	Date:	8/5/2020
Job Title:	Executive Chairman		
(2) Company/Agency Name and Address:			
AMI Expeditionary Healthcare, LLC  11150 Sunset Hills Rd Suite 307 Reston, VA 20190			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	8/5/2020