



immunity. Plaintiffs' also filed suit in the Franklin County Court of Common Pleas, though Mr. Gullett does not have professional liability insurance that would provide coverage for the damages caused by his negligence.

For the foregoing reasons, Plaintiffs submit that Mr. Gullett was serving as an employee of the state during the time in question, and is therefore subject to state immunity.

## **II. Material Facts**

Carrie Aurin, RN, is the Nurse Manager in the Blood and Marrow Transplant Unit at OSUMC. (Aurin p. 9). Her responsibilities include assessing the need for agency nursing personnel, and then reporting any such needs to the director of nursing. (Id., pp. 12-29). Once approved, a query is issued through a computer program called "Shiftwise," which is designed to assist Ohio hospitals with temporary staffing needs. (Bryer p. 12). Shiftwise can be accessed by participating staffing agencies, who may then respond to a hospital query by submitting candidates who possess the nursing credentials sought for a requested position. (Bryer pp. 12-13). At OSUMC, select nurse resumes are reviewed and candidates are selected for interview. (Bryer p. 18).

The Ohio Hospital Association ("OHA Solutions") serves as the hiring entity for participating hospitals. Contracts exist between Ohio hospitals, including OSUMC and OHA Solutions. (Exhibit A). Contracts also exist between OHA Solutions and the staffing agencies participating in the program. (Exhibit B). Nurses who receive assignments at OSUMC are paid by entering their time through the Shiftwise system. (Bryer p. 26). OSUMC then pays the agreed upon rate to the staffing agency that employs the contract nurse. (Id.).

In April of 2012, Ms. Aurin identified a need for a staff nurse on the Blood and Marrow Transplant Unit at the OSUMC. (Aurin pp. 17-18). After gaining the necessary approval, she

submitted a query for candidates on the Shiftwise system. (Aurin pp. 17-18). Medical Staffing Options is one of a number of agencies that provides its staff nurses through the Shiftwise program. (Aurin pp. 10, 17). During the period in question, Paul Gullett, RN, was a nurse employed by Medical Staffing Options. Medical Staffing Options responded to Ms. Aurin's inquiry by submitting Mr. Gullett's credentials. (Aurin pp. 17-18). Ms. Aurin then selected Mr. Gullett for an interview, and ultimately selected him for a 12 week contract with the Blood and Marrow Transplant Unit. (Id., pp. 10, 18).

After being selected, Mr. Gullett was required to undergo a two-week orientation and preceptorship at OSUMC in order to ensure his competency and to complete any necessary computer-based learning for the position. (Id., pp. 21-25). Once he assumed full clinical responsibilities, he was treated the same as permanent nurses. He received his daily patient assignments from the charge nurse. (Gullett p. 17). He wore an OSUMC uniform and identification badge that was identical in appearance to those worn by permanent nursing staff. (Gullett pp. 20, 35). He was given an identification number that allowed him to access, modify and create patient records just like permanent nursing staff. (Gullett pp. 27-28).

### **III. Law and Argument**

Mr. Gullett is entitled to immunity because during the period in question he was working as an officer or employee of the state of Ohio. There are two separate and independent bases for this conclusion. First, he was employed at OSUMC as a nurse pursuant to a personal and/or purchased service contract. Second, at the time of the incident in question, Mr. Gullett was under the control of OSUMC and was furthering the interests of OSUMC. Under R.C. 109.36 (A)(1)(a) and (b), and established Ohio case law, this establishes him as an employee of the state. Plaintiff will separately address these individual arguments.

**A. Immunity Pursuant to Personal and/or Purchased Service Contract**

The Court of Claims has exclusive jurisdiction to determine whether state “officers or employees” are immune from liability under R.C. 9.86. The state can be held liable for these “officers or employees” as if they would be personally liable under R.C. 2743.02 (A)(2). R.C. 9.85 states that the definition of “officer or employee” as used in this section is the same as that provided in R.C. 109.36. R.C. 109.36(A)(1)(b) provides the following language within the definition of “[o]fficer or employee:”

**A person that, at the time a cause of action against the person, partnership, or corporation arises, is rendering medical, nursing, dental, podiatric, optometric, physical therapeutic, psychiatric, or psychological services pursuant to a personal services contract or purchased service contract with a department, agency, or institution of the state.**

(Emphasis added).

The facts establish that Mr. Gullett was providing nursing services for OSUMC pursuant to a personal and/or purchased service contract. “Reduced to its essence, a personal services contract suggests a degree of control exercised by the purchaser over the services to be performed by a chosen individual or individuals; a purchased services contract indicates, as the name implies, a purchase of services without regard to the specific individual to provide the service.” *Smith v. Ohio State Univ. Hosps.* (10<sup>th</sup> Dist. 1996), 110 Ohio App. 3d 412, 416. As evidenced above, it is clear that Mr. Gullett was providing nursing services for OSUMC pursuant to a personal and/or purchased service contract executed between OHA Solutions, OSUMC, and Medical Staffing Options. Pursuant to the contract terms, OSUMC had the right to select, interview, and hire candidates of its choosing. Once hired, Mr. Gullett was required to perform his duties and obligations pursuant to OSU policies and procedures, on which he was trained, just like OSUMC’s permanent nursing staff. OSUMC entered into a contract to purchase Mr.

Gullett's nursing services. Under the plain language of the statute he is therefore entitled to state immunity for his actions in this case.

**B. Immunity By Virtue of Control**

Mr. Gullett is entitled to immunity for an independent and alternative reason; he was under the control of OSUMC while performing his clinical duties. The definition of "officer or employee," provided in R.C. 109.36(A)(1)(b), is not all-inclusive. Subsection (A)(1)(a) also provides immunity to those who fit the following criteria:

A person who, at the time a cause of action against the person arises, is serving in an elected or appointed office or position with the state **or is employed by the state.**

(Emphasis added). The statute does not offer clarification of what it means to be "employed by the state." However, established case law has recognized a number of factors in determining whether one is an "employee" or "independent contractor" of a particular master. Analysis typically centers on the question of control.

In *Phillips v. Ohio State Univ. Med. Ctr.*, 2013 Ohio App. Lexis 402 (February 12, 2013), at issue was whether a physician, Dr. Carol Greco, should be considered a state "officer or employee" under the definition of R.C. 109.36(A)(1)(a). The plaintiff alleged that Dr. Greco deviated from the standard of care while performing a surgery at OSUMC. *Phillips* at \*1. Dr. Greco was employed by a private practice group and was operating on a patient from her private practice. *Id.* at \*2. She claimed she was nevertheless a state employee because in return for hospital privileges at OSUMC, she was obligated to involve residents in her practice in furtherance of the university's academic mission. *Id.*

The Tenth District Court of Appeals declined to afford immunity to Dr. Greco due principally to the fact that "the evidence did not demonstrate that OSUMC possessed a sufficient

degree of control over the manner and means of Dr. Greco's ability to practice medicine." *Id.* at

\*9. Relevant factors included the following:

1. Whether OSUMC dictated the physician's schedule;
2. Whether the physician was required to perform the same clinical duties of full-time, paid faculty members;
3. Whether OSUMC paid for the physician's medical services;
4. Whether the physician was required to cover either the outpatient resident clinic or on-call labor and delivery.

*Id.* at \*8-10.

In other words, the court compared Dr. Greco's responsibilities at OSUMC to those of other physicians who were full time employees. She did not satisfy any of the above criteria.

Applying a similar analysis to the instant case reveals that during the period of time during which Mr. Gullett was working as a nurse at OSUMC he was under the hospital's complete control, and was, in fact, operating in an identical manner to those nurses who were under permanent employment with OSUMC. Consider the following.

Just like permanently employed nurses, prior to being hired, Mr. Gullett had to apply for the position and sit for an interview. (Aurin p. 18). Once hired, he had to undergo a two week period of orientation and preceptorship. (Aurin p. 20-22). He was trained on OSUMC policies and procedures, and he was expected to follow them. (Aurin p. 21). He was required to demonstrate to his preceptor the skills required of the job. (Aurin p. 22). If he was given an unsatisfactory evaluation, OSUMC had the authority to terminate his contract. (Aurin p. 23).

Once Mr. Gullett completed his orientation and preceptorship he was assigned clinical duties. He was expected to follow OSUMC policies and procedures while completing his clinical assignments. (Aurin p. 36). These policies and procedures are so detailed that they even

include a step by step procedure for the removal of central lines, which is the procedure at issue in this litigation. (Aurin pp. 41-47; Exhibit C). OSUMC paid for Mr. Gullett's nursing services. (Bryer p. 26; Exhibit D).

OSUMC controlled every aspect of Mr. Gullett's employment. It controlled the term of his service, the shifts he worked, the hours he worked, his patient assignments and the manner in which he conducted his clinical services. It maintained the power to terminate him at its discretion. Moreover, Mr. Gullett was placed in a uniform and given an identification badge identical to those worn by permanent nurses, and he was directed to conduct himself in a manner that was identical to permanent nursing staff. These are precisely the criteria that give rise to state immunity.

#### **IV. Conclusion**

Based on the foregoing, Plaintiffs respectfully request that this Court find that Paul Gullett, RN was an "officer of employee" of the State of Ohio at the time of the alleged negligence in this case, and permit this case to proceed against Defendant Ohio State University Medical Center.

Respectfully submitted,



---

Robert P. Miller (0073037)  
Michael J. Rourke (0022950)  
ROURKE & BLUMENTHAL, LLP  
495 S. High Street, Suite 450  
Columbus, Ohio 43215  
T: 614.220.9200  
F: 614.220.7900  
[rmiller@randbllp.com](mailto:rmiller@randbllp.com)  
[mrourke@randbllp.com](mailto:mrourke@randbllp.com)  
*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing was served upon the following counsel of record via ordinary U.S. mail, postage prepaid, this 13<sup>th</sup> day of January, 2014:

Karl Schedler, Esq.  
Daniel Forsythe, Esq.  
Assistant Attorneys General  
Court of Claims Defense Section  
30 East Broad Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
*Attorneys for Defendant*



---

Robert P. Miller      (0073037)

*OHA SOLUTIONS  
STAFFING PROGRAM  
PARTICIPATION AGREEMENT*

This Participation Agreement including all the exhibits attached hereto and incorporated herein by reference (the "Agreement") effective as of this 24<sup>th</sup> day of March, 2011 (the "Effective Date") is between The Ohio State University on behalf of its Medical Center, ("Participating Institution") an instrumentality of the State of Ohio with its principal offices at 410 West 10<sup>th</sup> Avenue, Columbus, Ohio 43201 and Ohio Healthcare Purchasing, Inc., dba OHA Solutions ("Provider").

*Background*

Whereas, Participating Institution is attempting to reduce the labor and overhead costs associated with managing a large number of employment agency contracts and increasing the quality and efficiency of the use of employment agency arrangements; and

Whereas, Provider has developed a Staffing Program (the "Staffing Program") whereby Provider enters into agreements with employment agencies throughout the country ("the Agency or Agencies") and through an on-line service (the "Shiftwise Application Service" or "Shiftwise") offers participating hospitals access to the resumes of the personnel of the Agencies (the "Agency Personnel"); and

Whereas, by contracting for Agency Personnel on a collective basis, Provider is able to provide participating hospitals with competitive rates for temporary personnel; and

Whereas, Provider takes responsibility for the management of the individual Agency contracts and the Participating Institution will have a single contract with Provider; and

Whereas, Provider, through the terms of an agreement with Agencies (the "Master Agreement") holds Agencies responsible for the management of the Agency Personnel including screening, hiring, setting compensation, discharge and assignment management.

Therefore, the Parties have agreed to the following terms and conditions.

**I. GENERAL TERMS**

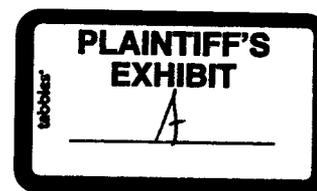
**Included Facilities.** Participating Institution includes all entities of the Medical Center facilities. Any facility acquired by the Medical Center during the term of this Agreement shall be automatically added to this Participation Agreement.

**Term.** This Agreement is effective upon execution by both parties and shall continue for a term of one year.

**Renewal.** The parties may renew this Agreement for nine (9) additional one (1) year terms. If either party does not intend to renew this Agreement, it shall notify the other, in writing, at least sixty (60) days prior to the renewal date. Renewal term(s) shall be upon such terms and conditions as mutually agreed upon by Participating Institution and Provider.

**Fees.** Participating Institution acknowledges that Provider contracts with multiple Agencies for its Staffing Program and that administrative fees are paid to Provider by Agencies based on services provided to Participating Institution. The administrative fee is not necessarily fixed at the same amount in each Agency Agreement. Provider warrants that the administrative fee paid by the Agencies to Provider is on average three and one-half (3.5%) percent, but in no event shall it be more than five (5%) percent, of the purchase price of the goods or services provided by the Agencies.

Provider agrees that it is responsible for all costs associated with the operation of the Staffing Program, including but not limited to, all escrow agent expenses, the audits required pursuant to Section VII and any expenses associated with providing Participating Institution with access to and the right to use of the online program through which Participating Institution is able to post positions, access resumes, reconcile time cards, and process invoices and payments, which system is known as Shiftwise.



## II. ESCROW AGENT

Provider has selected US Bank as the escrow agent for the Staffing Program. Participating Institution shall use the escrow account established by Provider's current agreements with US Bank to ensure funds paid by Participating Institution to Provider are received and disbursed securely, accurately and independently.

US Bank shall maintain control of all funds received from Participating Institution in payment of invoices. At no time shall Provider access any funds other than the fees due to Provider. US Bank shall make all disbursements (payments) to Agencies, and disbursements are made only according to the invoices and statements approved by Participating Institution. Should Participating Institution, an Agency, or Provider request terms other than the terms in the escrow agreement, US Bank will refuse the request. Should there be a dispute among the parties regarding the appropriate disbursement of funds, US Bank will freeze the affected funds until notified in writing, signed by Provider and Participating Institution, of resolution of the dispute.

## III. TIME AND INVOICE RECONCILIATION AND PAYMENT

Participating Institution shall reconcile all time records for all Agency Personnel through the use of the Shiftwise Application Service's Time Tracker module ("Time Tracker"), and submit such data through the this tool for invoicing, credit memos and payment.

Provider shall require Agency Personnel working in Participating Institution's facilities to submit time worked data to Participating Institution at the close of the Workweek, which shall be defined as the seven (7)-day period ending at 11:59 PM EST on Sunday. Such time worked data shall be submitted using Time Tracker. By 5:00 PM EST on the Tuesday following the closure of the previous Workweek, Participating Institution shall review and approve all undisputed time worked data submitted by Agency Personnel working in Participating Institution's facilities. Participating Institution shall use best efforts to work directly with the Agency to resolve any time worked data in dispute by 5:00 PM EST on the Thursday following the close of the previous Workweek. If a dispute cannot be resolved, Provider, Agency and Participating Institution shall meet and come to a resolution of the conflict.

Participating Institution will be invoiced for all approved time worked on the Friday following the close of the prior Workweek. The invoice will be consolidated into one statement including the approved costs and fees for all Agency Personnel working in Participating Institution's facilities, containing a break out by each Agency and by each of Participating Institution's business units, and shall include the details of costs including the name of the assigned Agency Personnel, the classification of the assigned Agency Personnel, number of hours worked by each Agency employee, the shift worked, the dates and shifts worked and the unit on which the work was performed, the total number of hours billed for the shift, the hourly base billing rate the total amount due at the base rate, the applicable travel rate and the date and hours applicable to the travel rate, the total amount due at the travel rate, the number of Holiday/Overtime or Call Back hours and the total amount due for applicable add-ons, the number of On Call hours and the total amount due for On Call hours, the total invoice amount for each agency personnel and the invoice number.

Agencies will be required to use the Time Tracker application to manage Agency Personnel timekeeping being submitted for payment. Participating Institution will have the right to approve or deny the logged time. Agency will not be reimbursed for hours not appropriately documented and approved in Shiftwise, unless the computer system is down. If Agency Personnel is unable to clock in and out via Staff Time Tracker due to the computer system being down, they may use the Staff Time Tracker Timekeeping Correction form.

Unless noted by the Agency Personnel in Time Tracker as "No Lunch" or "No Meal," and approved by Participating Institution's Manager, Participating Institutions shall exclude one-half (1/2) hour from each shift worked when calculating reimbursement. Agency shall only be paid for Agency Personnel time scheduled unless Agency Personnel has Participating Institution's manager's approval to work additional hours.

Participating Institution shall deduct from the consolidated invoice, using the credit memo function in Shiftwise, amounts due from an Agency for background checks. The credit memo will give line item details, such as name of Agency Personnel, types and date of services rendered. The credit memo charges shall be consistent with the terms and rates set forth in this Agreement. Provider and Participating Institution will analyze the effectiveness of the credit memo function every three months for the first year.

Participating Institution shall submit payment to the escrow account pursuant to Section II of this Agreement within sixty (60) days of approved invoice. Through the Escrow Agent, Provider shall pay the Agencies in accordance with the terms of the Provider's Agency Agreement for the services they provided to Participating Institution.

Provider shall require the Agencies participating in the Staffing Program to notify Provider immediately if an Agency's rates for other customers or institutions fall below the rates outlined on Exhibits C and D. Provider shall require the Agencies to give Provider and Participating Institution the benefit of such lower rates, which shall be automatically adjusted by Agency. Provider shall immediately notify Participating Institution that such automatic rate reduction is taking effect.

#### IV. CONFIDENTIALITY

Provider agrees to keep confidential, and to ensure that its personnel, employees, affiliates, officers, directors, representatives, contractors and agents keep confidential, Participating Institution's Confidential Information including, without limitation, complying with confidentiality requirements under applicable federal and state laws and regulations and Participating Institution's policies and procedures. Participating Institution's Confidential Information includes, but is not limited to patient information, business information, computer passwords and access codes, and contract terms, as well as confidential information provided to Participating Institution by Providers and third parties. Provider agrees to use, and to ensure that its personnel, employees, affiliates, officers, directors, representatives, contractors and agents' use Participating Institution's Confidential Information only as necessary to provide the services required under this Participation Agreement.

Provider agrees to inform Participating Institution of any breach of the immediately preceding confidentiality clause and to take prompt corrective action to minimize the potential injury and to reimburse all costs and expenses associated with any actual injury to Participating Institution and to require Agencies to do the same.

Provider and Agencies shall maintain reasonable security arrangements to prevent the theft or unauthorized disclosure of Participating Institution's Confidential Information received or accessed in any form.

Provider agrees Provider, its employees and Agencies shall access and use Confidential Information only for the purpose(s) for which they are granted permission to access such information. Provider agrees neither Provider nor Agencies will access, use, share or disclose any data or other Confidential Information obtained from the Participating Institution's Information Systems to any third party without the prior written permission of Participating Institution.

The following Information Security Standards will apply:

Any and all Participating Institution data will be stored, processed, and maintained solely on Participating Institution's designated servers and that no Confidential Information of Participating Institution will be processed on or transferred to any portable or laptop computing device or any portable storage medium by Provider, Agencies or Agency Personnel.

If either party becomes legally compelled by law, process or order of any court or governmental agency to disclose any Confidential Information, that party shall notify the other so that it may seek a protective order or take other appropriate action.

#### V. INDEMNITY

A. Provider shall hold Participating Institution, its successors, permitted assigns, members, directors, trustees, officers, employees, affiliates and agents harmless from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages, or expenses, including reasonable attorney's fees, sustained or incurred by Participating Institution (or any respective affiliate thereof) resulting from or arising out of, directly or indirectly, Provider's negligent failure to fulfill its material obligations under this Agreement, except as described in paragraph V. E. and F. below.

B. Provider shall require Agencies to indemnify and hold harmless Provider and Participating Institution, and their boards, trustees, directors, officers, employees, agents, successors and assigns against all actions, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts, errors, omissions or statutory violations of Agency or Agency Personnel while providing services to Participating Institution or otherwise participating in the Staffing Program. This indemnification specifically provides for indemnitor liability for contribution or percent of liability under applicable Ohio law.

C. Provider shall require Agencies to indemnify and hold harmless Provider and Participating Institution, and their boards of trustees, officers, directors, employees, agents, successors and assigns against all actions, claims and

demands whatsoever, including costs, expenses and reasonable attorneys' fees resulting from or claimed to have resulted from the Agency's failure to pay compensation, workers' compensation, unemployment compensation, any all state and federal taxes arising out of or related to the employment of its personnel, and benefits, if applicable.

D. Provider shall require Agencies to indemnify Provider and Participating Institution, their boards of trustees, officers, directors, employees, agents, successors and assigns for the costs and expenses of the follow-up care, testing and counseling for any Agency Personnel who may receive an injury, infectious disease or a biohazard exposure (including any costs caused from prophylactic treatment or any complication from the treatment or therapy). Following a report of an exposure incident involving Agency's Personnel, Agency will immediately make available to the exposed personnel a confidential medical evaluation and follow-up. Provider will require Agency to maintain the required records.

E. It is understood by both Participating Institution and Provider that Provider makes no representations or warranties concerning the products and/or services of any Agency or Agency Personnel providing services to Participating Institution. It is the responsibility of Participating Institution to perform its own due diligence with respect to any Agency Personnel that provide services to Participating Institution.

F. Nothing in this Agreement shall create any liability on the part of Provider for the services rendered by any Agency or Agency Personnel to Participating Institution. Participating Institution agrees that its sole remedy regarding the performance of any Agency or Agency Personnel, or the goods and services provided by such Agency or Agency Personnel, shall be against the Agency and that Provider is not liable to the Participating Institution for such performance, goods or services other than as described in paragraph A above. This language is not intended to negate the Agencies' indemnity obligations to either Provider or Participating Institution, as described in V. B. above. Participating Institution is not required to select any Agency with which Provider has contracted. Further, Participating Institution may seek the services of organizations not participating in the Staffing Program.

G. Participating Institution hereby agrees to be responsible for its own acts or omissions by and through its boards, faculty and staff, and further agrees to defend itself in any legal action and pay any judgments and costs arising from its operations and nothing in this Agreement shall impute or transfer any such responsibility to Provider or Agencies.

## VI. INSURANCE

Provider shall maintain in effect at all times during any term of this Participation Agreement, general liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per occurrence with a Three Million Dollars (\$3,000,000) per occurrence umbrella policy, for claims arising out of the acts or omissions of its officers, directors, shareholders, servants, agents, employees, or independent contractors in the performance of or pursuant to or conduct related to the administration of this Participation Agreement. Provider will provide documentation satisfactory to Participating Institution of such insurance coverage, including, without limitation, a certificate of insurance. Such insurance shall continue beyond the term of this Agreement for such length of time as necessary to cover any claims that may occur during the term of this Agreement. Failure to demand or request a Certificate of Insurance shall not affect Provider's obligation to obtain and maintain the required insurance. Such policy of insurance shall be issued by an insurance company reasonably acceptable to Participating Institution, with an insurance rating of not less than "A-VII" in the most current edition of A.M. Best Reports. Such policy or policies of insurance shall bear an endorsement to the effect that the issuer agrees to notify Provider not less than ten (10) days in advance of any modification or cancellation thereof. Provider then agrees to notify Participating Institution. Not less than ten (10) days prior to the termination date of such policy of insurance, Provider shall provide to Participating Institution evidence satisfactory to Participating Institution of the renewal of such policy of insurance.

Provider shall require Agency to maintain in effect at all times during any term of this Participation Agreement, general liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate, for claims arising out of the acts or omissions of its officers, directors, shareholders, servants, agents, employees, or independent contractors in the performance of or pursuant to or conduct related to the administration of this Participation Agreement. Provider will require Agency to provide through Shiftwise documentation satisfactory to Participating Institution of such insurance coverage, including, a certificate of insurance. Such insurance shall continue beyond the term of this Agreement for such length of time as necessary to cover any incidents that may occur during the term of this Agreement. Failure to demand or request a Certificate of Insurance shall

not affect Agency's obligation to obtain and maintain the required insurance. Such policy of insurance shall be issued by an insurance company reasonably acceptable to Provider. Such policy or policies of insurance shall bear an endorsement to the effect that the insurer agrees to inform Participating Institution not less than thirty (30) days in advance of any coverage that is limited, cancelled, suspended, interrupted or materially altered in any way. Not less than thirty (30) days prior to the termination date of such policy of insurance, Provider shall deposit with Participating Institution evidence satisfactory to Participating Institution of the renewal of such policy of insurance.

Provider shall require Agency to maintain in effect at any and all times that the Agency is providing Agency Personnel to Participating Institution a policy of professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence with a Three Million Dollar (\$3,000,000) aggregate, general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate, and professional errors and omissions insurance in the amount of One Million Dollars (\$1,000,000) with a Three Million Dollar (\$3,000,000) aggregate for claims arising out of the acts or omissions of its officers, directors, shareholders, servants, agents, employees, or independent contractors in the performance of the services provided by the Agencies to Participating Institution pursuant to this Agreement. Provider will require Agency to provide documentation through Shiftwise satisfactory to Participating Institution of such insurance coverage, including, a certificate of insurance. Such insurance shall continue beyond the term of this Agreement for such length of time as necessary to cover any incidents that may occur during the term of this Agreement. Such policy of insurance shall be issued by an insurance company reasonably acceptable to Provider. Such policy or policies of insurance shall bear an endorsement to the effect that the insurer agrees to inform Provider not less than thirty (30) days in advance of any coverage that is limited, cancelled, suspended, interrupted or materially altered in any way. Not less than thirty (30) days prior to the termination date of Provider shall provide to Participating Institution evidence satisfactory to Participating Institution of the renewal of such policy of insurance.

Provider may require the Agencies to upload to Shiftwise the required insurance certificate on behalf of Provider and the Agency. In the event Provider delegates the obligation to provide the required insurance policy or policies to the Agencies, the Agencies shall provide Participating Institution with certificates of coverage meeting the standards set forth above.

Provider, through its Master Agreement shall require each Agency to maintain Workers' Compensation Insurance or the legal equivalent in accordance with laws and regulations of the State of Ohio covering all Agency staff assigned to Participating Institution.

Each liability insurance policy must define for Agency whether coverage applies to claims filed during the policy period (retroactive) or whether claims arise out of occurrences that take place during the policy period, regardless of when the claim is filed.

## VII. AUDITS

Provider shall conduct, and Participating Institution may, but is not required to, accompany Provider on, an audit of Agency's records relating to the Agency's performance under the agreements between Provider and the Agency. Such audits of the Agency books and records shall occur as follows: (i) on an annual basis; and (ii) at any time requested by Participating Institution in the event Participating Institution requires such audit in order to defend itself in any litigation arising as a result of the services provided pursuant to this Agreement; and (iii) at any time in the event of any governmental investigation or inquiry relating to the services provided pursuant to this Agreement.

In addition to the annual audits, Provider shall require each Agency to keep current in Shiftwise proof that Agency has submitted all payroll taxes, including applicable federal, state and local taxes as well as worker's compensation and unemployment compensation, to the appropriate authorities on behalf of each Agency employee providing services to Participating Institution. Such reports shall be kept current in Shiftwise for Participating Institution. Copies of the Agency's Form 941, IT501 or ODJFS forms, or their successor forms, or such other forms such as a signed affidavit of compliance, agreed to by Provider and Participating Institution, will be considered proof of payment. If an Agency elects to submit an affidavit, as part of the annual audit Provider shall conduct a reasonable review of the Agencies books to assure there is evidence of the routine payment of payroll taxes.

Provider shall provide to Participating Institution, results of any and all Agency audits and quality reviews conducted by Provider upon request. Provider will send the list of Agencies audited on a quarterly basis to Participating Institution. Provider will automatically inform Participating Institution when it finds problems with any of the following audited items: clinical licenses, certifications, fingerprinting, 10-panel drug screen or annual TB vaccination. Participating Institution, at its sole discretion, may determine whether to continue the assignment of

Agency Personnel for whom Agency has failed to maintain and produce the documentation referenced in this paragraph.

Provider shall maintain in an office in Franklin County, Ohio, the records relating to Provider's performance of its obligations under this Agreement including the calculation of charges and fees paid by Participating Institution including computerized records, which records shall be open for inspection by the Participating Institution its employees, accountants and agents at all reasonable business hours. Such records shall be retained for at least five (5) years following the end of each year of this Agreement or as required by state and federal regulations. Provider shall ensure the existence of adequate internal controls in its billing and payment procedures. A complete audit trail should exist to ensure that charges and fees can be substantiated.

Provider shall, and Provider by contract shall require the Agencies to, maintain their records relative to the services provided pursuant to this agreement for a period of five (5) years from the date of service or as required by state and federal law, whichever is longer.

Provider acknowledges that Participating Institution is subject to review and survey by regulatory and/or accrediting bodies. Provider will comply with, and will require all of its Agencies to comply with, on a timely basis, all requests of Participating Institution or the applicable accrediting or regulatory body.

### VIII. QUALITY OF CARE

Provider shall require participating Agencies to have quality review programs reflecting the requirements of this Agreement and as required by applicable laws. Agency's quality review program must also include the ability to provide quality review and support services for incidents that may occur during staff assignment and for responding to service concerns or complaints.

Participating Institution will notify Provider if, in Participating Institution's sole discretion, Agency's or Agency Personnel's action or conduct compromises patient care or safety. Participating Institution may, in its sole discretion, and without penalty or obligation to pay for the entire shift, terminate Agency Personnel's assignment or refuse to accept the future assignment of such Agency Personnel if such Agency Personnel compromises patient care or safety. Participating Institution may, in its sole discretion, perform, or request that the Agency perform, a "for cause" drug screen on any Agency Personnel. Participating Institution is a Drug Free workplace.

Participating Institution reserves the right to refuse, send home or otherwise remove from the premises any Agency Personnel at any time, for any reason, as determined by Participating Institution that Agency Personnel's actions, omissions or conduct are inappropriate or in violation of Participating Institution's workplace standards. In the event that Agency Personnel are sent home, Participating Institution is obligated to pay Agency the number of hours worked by the Agency Personnel.

If Participating Institution determines an Agency Personnel should no longer be assigned to Participating Institution due to performance or safety concerns, Participating Institution shall notify Provider and Agency that the Agency employee is to be considered NCR - "No client return." The notification shall be made through Shiftwise. Performance Evaluations created in ShiftWise may be used to provide a tracking system of personnel.

### IX. SERVICE REQUIREMENTS

Provider shall contract with Agencies, and make available to Participating Institution through the OHA Solutions Staffing Program, Agency Personnel in the classifications set forth in Exhibit B to this Agreement. Such Agency Personnel shall have all of the appropriate education, training, background and licenses for their classification as determined by Participating Institution and entered into the Shiftwise program. Agency Personnel shall have the demonstrated ability to perform the services required by Participating Institution, including providing quality care. Provider shall require the Agencies to post and maintain profiles for each of the Agency Personnel being offered for assignments including licensure verifications, up to date work experience, proof of OSUMC background check clearance, employment references and proof of OSUMC Employee Health clearance.

**Orientation.** Participating Institution and its departments shall be responsible for making the necessary orientation available to Agency Personnel. Participating Institution shall determine the type of orientation that will be required for each assignment which may include orientation to Participating Institution facilities, policies and procedures and regulatory requirements.

If pre-assignment orientation is required by Participating Institution as documented in the Shiftwise booking, Provider will require Agency to schedule and verify the orientation of Agency Personnel at Participating Institution

before such Agency Personnel's assignment at Participating Institution. Orientation may take place once the assignment begins. Participating Institution shall be charged for Agency Personnel, as described herein, for the hours spent in any orientation.

The Participating Institution will cover their bylaws, rules, regulations, standards, policies and procedures in Agency Personnel's Orientation and on the job training sessions. Any policies and procedures concerning the Participating Institution's privacy, HIPAA, Confidential Information and Identification Badge requirements will also be addressed in Orientation.

**Proof of Licensure.** All required licenses, certifications or registrations required for an assignment will be posted in the Shiftwise application by Participating Institution. Provider will ensure that the Agencies post proof of the required licensure, certification or registration through the Application Service. Participating Institution will be responsible for making sure that Agency Personnel are licensed in the proper areas where they will be working.

**Assignments.** The Shiftwise Application will be used to post available assignments, review Agency offerings and award Agency's assignments. Posted assignments shall specify the hours and length of assignment as known at the time of posting. Participating Institution shall identify a minimum number of assignment hours per week for each assignment and make all attempts to meet that number of hours. In the event that Participating Institution no longer needs additional staffing, Agency Personnel will be sent home prior to Participating Institution personnel.

Normally, the assignments for Agency Personnel in the nursing classification will be for a thirteen-(13)-week period ("Long-Term"). A shorter or longer assignment may be made with consent and agreement of Participating Institution and Provider. Assignments in other classifications will be made for such periods as agreed upon by the parties at the time of the assignment.

At the time an assignment is made, Participating Institution will determine whether the Agency is entitled to reimbursement at the Base Hourly Rate, Base Hourly Rate plus add-on, the Travel Rate or a rate submitted by Agency. Travel Rates will only be awarded a) as a last resort if Agency Personnel are not available at the Base Hourly Rate, and b) only for Agency Personnel traveling more than ninety (90) miles from their residence to Participating Institution's facility. If Travel Rates will be accepted for a specific shift, Participating Institution shall so specify in Participating Institution's on-line profile on the Shiftwise Application Service.

**Float Use of Agency Personnel.** Although the assignment may be for a particular unit or area within Participating Institution's facilities, Participating Institution may require Agency Personnel to float to another work area, similar to the Participating Institution's policy for its own staff. However, Participating Institution may only float Agency Personnel to units that are within the scope of such Agency Personnel's expertise, and to which Participating Institution has appropriately oriented them. In such situations, the hourly rate will continue at the rate in which the Agency Personnel was placed.

#### **Cancellation Policies.**

##### **Cancellation before Assignment of Per Diem Agency Personnel**

Participating Institution may cancel a Per Diem assignment without penalty if the Participating Institution gives the Agency notice of such cancellation at least two (2) hours before a scheduled assignment. If cancellation occurs within two (2) hours before a scheduled Per Diem assignment, the Agency will receive two (2) hours of credit on their invoicing.

An Agency may cancel a Per Diem assignment without penalty if the Agency gives Participating Institution notice of such cancellation at least two (2) hours before a scheduled assignment. If cancellation occurs within two (2) hours before a scheduled Per Diem assignment, either the Participating Institution will receive two (2) hours of credit on their invoicing or the Agency will find a replacement that is acceptable to the Participating Institution.

If Agency Personnel does not report for a scheduled shift without giving Advance Notice to the Participating Institution, the Agency shall credit the Participating Institution for cost of half of the scheduled shift hours on its next invoice. Advance notice to the Participating Institution is defined as both cancellation through the Application Service at least two (2) hours before a scheduled assignment and, if possible, speaking with the designated contact at the Participating Institution at least two (2) hours prior to the start of the scheduled shift.

##### **Cancellation before Assignment of Long-Term Agency Personnel**

Participating Institution may cancel a Long-Term assignment without penalty if the Participating Institution cancels the assignment through the Application Service at least two (2) weeks before a scheduled assignment. The start of the Long-Term assignment may be delayed or canceled by Participating Institution, without penalty, at any time, if the Agency Personnel has not successfully completed the criminal background check, licensure verification, the health screening, or the drug test. If cancellation occurs within two (2) weeks before a scheduled Long-Term assignment for any other reason, Participating Institution, Agency and Provider shall negotiate the cancellation fee in good faith.

Provider may allow an Agency to cancel a Long-Term assignment without penalty if Agency cancels the assignment through the Application Service at least two (2) weeks before a scheduled assignment. If Agency cancels a Long-Term assignment within the two (2) week period before a scheduled assignment, Agency shall be responsible for finding a replacement that is acceptable to the Participating Institution prior to the first scheduled shift and shall prioritize Participating Institution's replacement need above all other requests. If Agency is unable to find a suitable replacement for the entire assignment period by the date agreed to by the Participating Institution, Provider shall require Agency to pay the cost of replacement personnel for a two (2) week time period or, at the Participating Institution's sole discretion, shall negotiate with the Participating Institution for a credit toward a future assignment.

If Agency Personnel does not report for a scheduled shift without advance notice to the Participating Institution prior to the scheduled shift, Participating Institution shall be given a credit for half of the scheduled shift hours on the next invoice. Advance notice to the Participating Institution is defined as cancellation through the Application Service at least two (2) hours prior to the start of the scheduled shift.

#### **Cancellation During the Assignment of Per Diem Agency Personnel**

Reduction in the number of hours of an assignment after an Agency employee has reported due to low census or budgetary restraints will not be considered cancellation of the assignment. Participating Institution is obligated to pay Agency the number of hours worked by the Agency Personnel or half the number of contracted hours, whichever is greater.

The Participating Institution may cancel an assignment without penalty if Agency Personnel does not perform in accordance with a Participating Institution's standards, policies or procedures, engages in misconduct while working at Participating Institution or fails to meet all requirements under this Agreement. Participating Institution shall notify Provider and Agency of any reduction of hours through the Shiftwise Application Service. Participating Institution will only be responsible for paying Agency for the hours actually worked by the Agency Personnel. Participating Institution is encouraged to complete evaluations of Per Diem Agency Personnel in the Shiftwise Application Service.

If the Agency Personnel terminates an assignment, Agency shall make a good faith effort to replace such Agency Personnel as soon as practicable.

#### **Cancellation During the Assignment of Long-Term Agency Personnel**

Participating Institution may cancel any Long-Term Agency Personnel up to one shift per two-(2)-week period without penalty. Participating Institution may cancel additional shifts within a two-week period as long as the Participating Institution offers Agency Personnel the opportunity to work on a scheduled day off within that same two-week period or to work on another unit where Agency Personnel is qualified to work. If, however, the Participating Institution cancels more than one shift per two-week period and does not provide the opportunity to work a substitute shift, the Participating Institution shall be responsible for paying Agency for the canceled shift. If Agency Personnel agree to voluntarily take the shift off, it shall not be considered a cancellation.

Participating Institution may cancel an assignment without penalty if Agency Personnel does not perform in accordance with Participating Institution's standards, policies or procedures, or engages in misconduct while working at Participating Institution or fails to meet all requirements under this Agreement. Participating Institution will provide Provider and Agency, through the Shiftwise Evaluation tool, a statement that the cancellation is based on performance and will only be responsible for paying for the hours actually worked by the Agency Personnel. Participating Institution is encouraged to complete evaluations of Long-Term Agency Personnel in the Application Service.

If Participating Institution determines that Agency Personnel does not meet the Participating Institution's standards of performance or cannot perform the essential functions of the job with or without reasonable accommodation, in the Participating Institution's sole discretion, the Participating Institution may reject the assignment of such Agency Personnel at no expense to the Participating Institution.

Cancellation of a Long-Term assignment based on low census or budgetary restraints must be negotiated in good faith by the Participating Institution and Provider. It will not be considered cancellation of assignment because of low census or budgetary restraints if all scheduled shifts are fulfilled and Participating Institution places no new order for Agency Personnel through the Application Service, or if a Participating Institution requires Agency Personnel to transfer to like patient care service areas in accordance with Participating Institution's policies.

If the Agency Personnel fails to fulfill a Long-Term assignment, Agency shall make a good faith effort to replace such Agency Personnel within two (2) weeks of the termination and shall prioritize Participating Institution's replacement need above all other requests. If Agency is unable to find a replacement, Agency shall be responsible for reimbursing the Participating Institution for a two (2) week period.

**Hiring Agency Staff.** Participating Institution may, without cost to the Participating Institution, hire the Agency Personnel upon completion of their assignment and completion any of the following:

- a. The current assignment; and the Agency Personnel has worked a minimum of five hundred twenty (520) hours at the Participating Institution through the Agency;
- b. a thirteen-(13) week Long-Term assignment of a minimum of four hundred and sixty-eight (468) hours;
- c. or any other arrangement agreed upon between the Participating Institution and Agency.

**Licensure Verification.** Provider shall require Agency to provide Participating Institution with a copy of its Agency Personnel's license verification immediately upon initial selection for an assignment. Participating Institution shall be responsible for the verification of the required licenses, certifications, and registrations of Agency personnel that are to be assigned to Participating Institution's facilities.

Participating Institution shall determine any and all requirements that the Agency Personnel must meet in order to work a particular position and/or shift at Participating Institution's facilities. Participating Institution shall post those requirements in the position profile in the Shiftwise Application Service.

Agency Personnel may not begin an assignment until Participating Institution has approved Agency Personnel's required license, certification or registration and notified Agency of that approval. Participating Institution will not be responsible for paying for Agency Personnel that work prior to Participating Institution's approval of the required license, certification or registration.

**Health and Drug Screen Requirements.** Prior to beginning an assignment at Participating Institution, Agency Personnel shall be required to provide Participating Institution evidence of compliance with health screen and drug screen. Agency Personnel may not begin their assignment until Participating Institution has approved the Agency Personnel's health and drug screen compliance. This information shall be submitted to Participating Institution with the online profile in the Shiftwise Application Service.

**Background Check Requirements.** All Agency Personnel working at Participating Institution's facilities pursuant to this Agreement must have a background check completed and cleared by Participating Institution's Department of Security. Participating Institution reserves the right to refuse to utilize any Agency Personnel that Participating Institution, in its sole discretion, determines have an unacceptable background report.

A BCI background check is required for all Agency Personnel. The current fee is Twenty-Two Dollars (\$22.00) per person. An additional FBI background check will be required for Agency Personnel that have been residents of Ohio for fewer than five (5) continuous years, or have worked outside the State of Ohio during the last five (5) years, or are a multi-state offender according to the BCI check or have a BCI conviction record, or for any person who self identifies a conviction record. The current fee for the FBI background check is an additional Twenty-Four Dollars (\$24.00) per person. In addition, a Twelve Dollar (\$12.00) administrative fee will be applied to every background check. Agency has responsibility for payment of the background check services regardless of Agency Personnel's actual placement or assignment. Fees shall be collected in accordance with the provisions set forth in Section III. Fees are subject to change during the term of this Agreement.

Agency staff may not begin working and Participating Institution is not responsible for paying Agency for any hours worked by Agency staff prior to security clearing Agency staff's background check.

**Drug Screens.** Agency Personnel must pass a pre-employment drug screen, prior to Agency Personnel's actual assignment date. The drug screen will consist of a ten (10)-panel urine drug screen, which includes: Amphetamine, Barbituates, Benzodiazepine, Cannabinoids (THC), Cocaine, Methadone, Methaqualone, Opiates, PCP, and Propoxyphene done by a SAMHSA approved lab. During Agency Personnel's assignment, they may be required to

submit to a drug and alcohol test if the individual is suspected of working under the influence of alcohol or drugs.

Participating Institution shall not be responsible for paying for shifts worked prior to Participating Institution receiving the drug and health screen information and approving such information.

**Identification Badges.** Participating Institution will issue an ID badge to all Agency Personnel upon the successful completion of a background check. ID badges are issued by Participating Institution's Security Department. All Agency Personnel must wear a Participating Institution-supplied ID badge while on Participating Institution property. The name on the badge and the badge must be visible at all times. A fifty Dollar (\$50) non-return badge fee will be applied to the Agency for each Agency Personnel who does not return their badge within seven (7) days of the end of an assignment. If the badge is turned within (30) thirty days, a credit shall be issued. Participating Institution will explain to Agency Personnel how badges are returned in Orientation. Participating Institution will bill Agency for the non-return fee using a credit memo. Agency has sole responsibility for securing payment of the Identification Badges fees regardless of Agency Personnel's actual placement or assignment. All fees for these services are subject to change.

Provider and Agency shall inform Agency Personnel that identification badges may not be used by anyone other than the individual to whom they have been issued. Participating Institution may send Agency Personnel home if Agency Personnel does not have their identification badge.

**Reference Checks.** Through the staff profile in Shiftwise, Agencies will also be required to provide Participating Institution with the names and addresses of the three (3) most recent employers and supervisors of the Agency Personnel being offered for assignment at Participating Institution and documentation of positive references from those employers. Participating Institution, in its sole discretion, may determine the sufficiency of the references. References acceptable to Participating Institution must be provided for the Agency Personnel prior to Agency receiving an assignment for them at Participating Institution.

**Dress Code.** Provider shall require Agency to ensure all Agency Personnel comply with the Participating Institution's dress code policies as provided in the Shiftwise application. Participating Institution may provide Agency with information on where uniforms may be purchased.

Participating Institution may cancel, without penalty or cost, the shift of an Agency Personnel who report to an assignment out of the required uniform or otherwise failing to comply with the dress code.

**HIPAA.** Provider shall require all Agencies to educate their employees so that they understand all state and federal laws and regulations related to the confidentiality of protected health information and medical records, including privacy requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and The Health Information Technology for Economic and Clinical Health Act of 2010, (HITECH), as they now exist or may be amended. Proof of that education shall be available to Participating Institution through Shiftwise. During Orientation, Participating Institution will educate Agency Personnel regarding its own institution specific HIPAA and HITECH compliance requirements and procedures as well as any Service Requirements as set forth in this Section.

## X. HEALTH REQUIREMENTS

Participating Institution requires complete staff profiles in the Application Service for all Agency Personnel submitted under this Agreement. Provider shall require the Agencies to maintain current profile verification information in the Application Service at all times. Further, Provider shall require the Agencies to include in the staff profiles information evidencing the Agency Personnel's compliance with the following health requirements:

- A. Hepatitis B immunization for all individuals who, during their work at Participating Institution, may be exposed to the disease through contact with the body fluids of another individual and/or contaminated sharps. Hepatitis B immunization is a series of three (3) injections. Either evidence that the first injection of the series has been completed or laboratory verification of a positive immune status must be presented. Series must be completed within six (6) months of the first injection. A Hep B waiver is also acceptable if signed by Agency Personnel, if approved by OSUMC Employee Health.
- B. Current (within one year) negative PPD Tuberculosis test (mantoux preferred); or if a positive PPD history, a negative chest x-ray, or physician documented treatment for TB.
- C. If born after 1957, current (since 1980) documented Rubeola immunization or laboratory verification of a positive immune status.

- D. Rubella (German measles) immunization or laboratory verification of a positive immune status.
- E. Physician documented history of Chicken Pox or laboratory verification of immune status.
- F. Physician documentation that individual is in good health and free of contagious disease.
- G. Participating institution may at their discretion, request verification of current (within ten (10) years) tetanus immunization.
- H. In addition to the above, those Agency Personnel scheduled on a continuous basis on the antepartum, postpartum nursery, NICU, and labor and delivery units must supply evidence of a physician documented current (within one (1) year) history and physical per the Ohio Department of Health requirements. This requirement must be repeated annually.

Exceptions to the above requirements will be determined on an individual basis by the Participating Institution's Employee Health Services.

Participating Institution may require Agency Personnel to obtain a seasonal flu shot. Participating Institution shall notify Provider and Agencies of this requirement using Shiftwise.

#### XI. HUMAN RESOURCE REQUIREMENTS

Provider shall require Agencies to maintain all personnel and compensation records in accordance with relevant state and federal laws and regulations and to make all required payments for payroll taxes, worker's compensation, unemployment compensation, FICA and any other payments required in compliance with relevant state and federal laws.

Provider shall, and shall require Agencies to, comply with state/federal law regarding equal opportunity for employment, including non-discrimination on account of race, religion, national origin, sex, or handicap.

Participating Institution assumes no responsibility for the treatment of Agency Personnel's work related injuries or Agency Personnel illnesses. In the event of a work related injury, Agency Personnel must complete a Participating Institution's on-line Accident Report. If medical care services are required during the period of assignment, payment for the services is the responsibility of the Agency Personnel or the Agency depending on the nature of the injury/illness.

Agency Personnel shall not be on Participating Institution's payroll, nor shall they be considered employees of Participating Institution.

#### XII. MISCELLANEOUS.

**Amendments.** No amendment or modification to this Agreement shall be effective unless in writing, signed by both Provider and Participating Institution, and attached to this Agreement.

**Termination.** Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party. In the event of a termination, Participating Institution will honor its obligations with respect to all Agency Personnel on assignment at the time of termination. Both parties will continue any obligations which accrued under the terms of the Agreement prior to the termination.

**Federal Disbarment.** Neither Provider nor the Agencies or their Agency Personnel shall have been, in the past, currently, or for the duration of this Agreement have been: (1) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid Programs, any other federal or state program for the payment or provision of medical services, or any government licensing agency, and shall not have been listed by nor will be listed during the term of the Agreement by a federal or state agency as barred, excluded or otherwise ineligible for federal program participation; and (2) have not been nor will not be convicted of an offense related to health care. Provider agrees to advise Participating Institution of any criminal convictions or outstanding charges of Provider, the Agencies or Agency Personnel prior to assignment to Participating Institution, during any assignment to Participating Institution and for the duration of this Agreement.

Provider shall, and shall require the Agencies and all Agency Personnel, to comply with all applicable provisions of law and other rules and regulations of any and all local, state and federal governmental authorities relating to

healthcare institutions and providers, including without limitation, the licensing, certification and other regulation of hospitals, healthcare providers, the confidentiality of patient and medical information, and the provision of and reimbursement for medical services, including, without limitation, the requirements of the Centers for Medicare and Medicaid Services, the Ohio Department of Health, the Ohio Department of Job and Family Services, the Ohio Department of Aging and The Joint Commission.

Provider shall require Agencies to ensure Agency Personnel comply with Participating Institution's bylaws, rules, regulations and policies, and procedures existing as of the date of this Agreement and as may be amended or revised and as provided to applicable Agencies and/or Agency Personnel.

Provider understands that Participating Institution may conduct internal investigations or contact outside authorities to conduct investigations when in the Participating Institution's opinion such investigations are warranted. Participating Institution also may conduct self-initiated audits or audits in response to inquiries from administrative agencies. Except as otherwise required by law, Provider shall require that the Agencies and all Agency Personnel assigned to Participating Institution cooperate with Participating Institution in these investigations and audits. If Agency or Agency Personnel receive a subpoena for documents, a notice of deposition or a request for interview connected in any way with their work at a Participating Institution from any source (including without limitation government agencies), Provider will require Agency to immediately notify the Participating Institution of such receipt.

Provider, and its Agencies, shall inform Participating Institution if any of their officers or directors participates on, or are members of, any board or committee of Participating Institution. This list must be current at all times for the duration of this Agreement.

**Non-Exclusivity.** Provider may, in its sole discretion, add or delete Agencies and other participating institutions at any time. In the event an agreement with an Agency is canceled while that Agency has Agency Personnel working in Participating Institution's facilities, the Agency shall continue to provide those staff to Participating Institution until the end of the Agency Personnel's assignment, and the terms of this Agreement will continue in full force as to that Agency. Participating Institution may contract with other registries or temporary staffing organizations. Participating Institution provides no guarantee, implicit or express, of volume of services to be requested by Participating Institution. This Agreement does not constitute an exclusive arrangement between Provider and Participating Institution.

**Notices.** Any notice required by this Agreement to be given by either Provider or Participating Institution shall be given to the other in writing, shall be sent by certified mail, return receipt requested, and shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to Provider or Participating Institution at their respective addresses as follows:

If to Provider:

OHA Solutions Staffing Program  
155 E. Broad St., 15<sup>th</sup> Floor  
Columbus, Ohio 43215-3620  
Attn: Dan Paoletti

Or at such other address as Provider may give to Participating Institution.

If to Participating Institution:

Peter E. Geier, CEO  
The Ohio State University Medical Center  
Suite 218, Meiling Hall  
370 W. 9th Avenue  
Columbus, Ohio 43210

With a copy to:

Associate General Counsel  
The Ohio State University Medical Center  
Suite 200, Meiling Hall  
370 W 9th Avenue  
Columbus, Ohio 43210

Purchasing Department  
The Ohio State University Medical Center  
Suite 406  
660 Ackerman Road  
Columbus, Ohio 43202

Human Resources Administration  
The Ohio State University Medical Center  
660 Ackerman Road  
Columbus, Ohio 43218

**Independent Contractor.** Nothing in this Agreement shall be construed as creating anything other than an independent contractor relationship among Provider and Participating Institution (including their respective employees, contractors or affiliate entities). Agencies shall be considered contractors of Provider. No contractual relationship shall be established between Participating Institution and Agency Personnel or between Provider and Agency Personnel.

**Use of Name.** Provider shall not, nor shall it allow any Agency to use or imply the name of Participating Institution in connection with any advertising, public relations or recruitment without the prior written consent of Participating Institution.

**Waiver.** Any waiver by any party of any act, failure to act or breach, on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act or breach by such other party.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any action brought pursuant to this Agreement shall be brought in a court of competent jurisdiction in Franklin County, Ohio.

### XIII. SYSTEM REQUIREMENTS

Provider shall make available to Participating Institution, at Provider's expense, the on-line programs and software necessary to participate in the Staffing Program, which, as of date of execution of this Agreement, consist of the Shiftwise Product(s) including Time Tracker, and such licenses, training, user documentation, methodologies and services needed by Participating Institution to utilize Shiftwise.

Provider guarantees the web-based VMS tool Shiftwise will be available at all times and will not be out of service more than one and one-half (1.5) hours per week, with the exception of scheduled downtime, which will occur no more than once per quarter, for no more than eight (8) hours and only during off hours, which shall be defined as 8:00 PM to 6:00 AM or at an agreed upon time.

The web-based VMS tool Shiftwise shall not exceed one and one-half (1.5) hours unscheduled downtime per week or seven and four-tenths (7.4) hours per month., Participating Institution will provide notification to Provider of utilization of temporary labor and will provide documentation of actual fees incurred.

Provider warrants that it has full power and authority and all necessary title to enter into and perform the requirements of this Agreement, including the rights to use and make available Shiftwise to Participating Institution for its use.

Participating Institution shall make its staff available, as necessary, for training on the use of the Shiftwise software, including training on posting positions and processing time cards and invoices.

Training and implementation on the use of Shiftwise will be scheduled in coordination with Participating Institution and conducted both onsite and via the Internet.

Additional training will be available on an as needed basis and coordinated with Participating Institution. Additional training for new users is encouraged and will be held onsite or via the Internet as necessary.

There will be a twenty-four (24)-hours per day, three hundred sixty five (365) days per year toll free help desk and e-mail support to assist with any questions or problems regarding the use of Shiftwise.

Participating Institution shall designate one or several personnel who will serve as in-house administrative "super-users" with administrative rights to the on-line software. Such super-users shall have the ability to set individual user rights, change requirements and have access to all reports and information regarding Participating Institution's use of the on-line program.

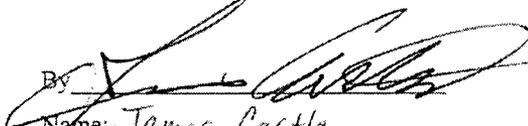
Participating Institution's participation shall not require any software or hardware other than a computer terminal with access to the Internet.

#### XIV. AUTHORITY; SIGNATURE

The individuals executing this Agreement acknowledge and agree, by signature, the authority to execute this Agreement.

##### Provider

Ohio Healthcare Purchasing, Inc.  
dba OHA SOLUTIONS

By: 

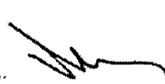
Name: James Castle

Title: President

Date: 3/22/11

##### Participating Institution

The Ohio State University Medical Center

By: 

Name: Peter E. Geier

Title: Vice President for Health Sciences + CEO

Date: 3/24/11

OHA SOLUTIONS  
STAFFING PROGRAM  
PARTICIPATION AGREEMENT  
EXHIBITS

EXHIBIT A - CONTACT LIST

Administrative Contact (highest authority person to handle very serious and day to day issues)

Name/Title Karen Bryer, Director Human Resources

Phone (614)293-2983

Email Address: [Karen.Bryer@osumc.edu](mailto:Karen.Bryer@osumc.edu)

Billing Contact (handles invoice matters)

Name/Title: William Madison, Associate Hospital Controller

Phone: (614)293-2266

Email Address: [William.Madison@osumc.edu](mailto:William.Madison@osumc.edu)

Finance Data Contact (handles reporting functions)

Name/Title; Karna Anthony, Mgr-Med Ctr Financial Account

Phone: (614) 293-2192

Email Address: [Karna.Anthonv@osumc.edu](mailto:Karna.Anthonv@osumc.edu)

OHA Solutions Staffing Program (main contact)

Name/Title: Amy Bangert, Manager of Workforce Initiatives

Phone: (614) 384-9120 or (614) 221-7614, ext. 120

E-mail Address: [amyb@ohanet.org](mailto:amyb@ohanet.org)

OHA Solutions Staffing Program (alternate contact)

Name/Title: Nancy Melcher-Webb, Director of OHA Solutions Staffing Program

Phone: (216) 587-2925

E-mail Address: [nwebb@ohanet.org](mailto:nwebb@ohanet.org)

ShiftWise (main contact)

Name/Title: Renee Valk, Director of Implementation

Phone: (503) 548-2061

E-mail Address: [rvalk@shiftwise.net](mailto:rvalk@shiftwise.net)

ShiftWise Customer Service

Phone: (866).399-2220

E-mail Address: [support@shiftwise.net](mailto:support@shiftwise.net)

EXHIBIT B-DEFINITIONS

This is not a full list of the titles Participating Institution may request. Other titles may be added as necessary and as

agreed by the parties. Additionally, this list represents a brief introduction to Participating Institution's titles and not the full explanation of the duties/responsibilities for each title.

**Cardiovascular Technologist ("CVT")** means an individual who specializes in invasive procedures, such as cardiac catheterization (cardiology technologists) or non-invasive procedures, such as cardiac ultrasound (echocardiographers) or peripheral vascular sonography. Individual has certification through ARRT or CCI.

**CT Technologist ("CT")** means an individual who performs diagnostic radiographic work utilizing C.A.T. equipment, who is a graduate of an approved school of radiologic technology and is certified by the A.R.R.T.

**Certified Surgical Assistant (CSA)** means an individual who prepares the operating room by selecting and opening sterile supplies and assembling, adjusting, and checking equipment. Anticipates the needs of the surgeons, passing instruments and providing sterile items in an efficient manner. Has certification as a Surgical Technologist through the NBSTSA (National Board of Surgical Technology and Surgical Assisting)

**Clinical Case Manager** - The Clinical Case Manager facilitates an assigned group of patients through the health care system with the primary focus of efficient, effective, compassionate inpatient care and a safe transition to the outpatient setting.

**Dietary/Nutrition Worker** means an individual responsible for cleaning, preparing and portioning salads, sandwiches, fruit and dessert for patient and cafeteria meals.

**Echocardiographic Technologist ("ECHO")** means an individual who uses ultra sound equipment to evaluate cardiac patients for valvular function and myocardial wall motion. Individual has certification through ARDS or ARRT for sonography.

**Electroencephalography Technician (EEG Tech)** means an individual that tests and records the electrical impulses of the brain and nervous system through EEG, ElectroMylogram (EMG) and Evoked Potentials (EP).

**Environmental Worker** means an individual responsible for providing a variety of custodial services, including; the cleaning of all surfaces, buffing floors, vacuuming carpet, washing windows, sanitizing rest rooms, cleaning beds and replacing with clean linen, trash and snow removal (a job description will be provided)

**Interventional Angiography ("INTANG")** means an individual who performs an X-ray exam and provides other radiology procedures of the arteries and veins to diagnose blockages and other blood vessel problems. Individual has certification through through ARRT and Ohio Dept of Health.

**Intraop Monitoring Technologist – (IOM Tech)** means an individual that performs intraoperative \ neurophysiologic monitoring procedures in the operating room or angiography suite. Individual has CNIM certification.

**LPN (Licensed Practical Nurse) Personnel** means an individual who provides nursing care requiring basic application of sciences and works at the direction of a physician or registered nurse. . Individual must have Ohio LPN license.

**LPN IV Certified (Licensed Practical Nurse IV Certified) Personnel** means an individual who provides nursing care requiring basic application of sciences and works at the direction of a physician or registered nurse and has been certified to administer IV therapy. Individual must have Ohio LPN license.

**LPN Trainer** means LPN licensed trainer providing education and support services for the successful implementation of the electronic medical record

**Mammography ("MAM")** means an individual who is a Radiology Technician who performs mammography procedures and is certified in mammography and has Ohio Dept of Health certification..

**Medical Assistant** means a person trained to assist a physician or other medical provider in clinical and administrative procedures. OSUMC prefers a certification from accredited schools.

**Medical Lab Technologist** means a person who collects blood samples, preparing chemical solutions, preparing and analyzing specimens, keeping records of laboratory tests, running and maintaining quality control, troubleshooting instrumentation, and reporting results to head nurses or physicians.

**Medical Lab Technologist (ASCP)** means a person who is certified by the American Society of Clinical Pathology to collect blood samples, preparing chemical solutions, preparing and analyzing specimens, keeping records of laboratory tests, running and maintaining quality control, troubleshooting instrumentation, and reporting results to head nurses or physicians.

**MRI** means an individual who operates MRI equipment, prepares patient for MRI scans, and performs MRI scans. Individual has (required) RT(R) certification through ARRT and has Ohio Dept of Health certification. Prefer they also have MRI certification through ARRT.

**Nuclear Medicine ("NMT")** means an individual who administers radioactive material to patients, sets up scanner and patients to obtain photo scans. Individual has nuclear certification through both NMTCB and Ohio Dept of Health.

**Occupational Therapists (OT)** mean a person who is registered in the state of Ohio to practice occupational therapy. An occupational therapist treats neuromuscular and psychological dysfunction, caused by disease, trauma, congenital anomaly, or prior therapeutic process, through the use of specific tasks or goals directed activities designed to improve functional performance of the patient.

**Office Assistant** means an individual that provides a broad range of basic to complex office clerical services relating to information flow, document preparation, scheduling and reception

**Pharmacist** means a person trained to dispense, formulate and educate about prescriptions. Individual must have Ohio license.

**Phlebotomist** means an individual trained to collect blood samples in a clinical environment.

**Physical Therapist (PTs)** means a person who provides services that help restore function, improve mobility, relieve pain, and prevent or limit permanent physical disabilities of patients suffering from injuries or disease. They restore, maintain, and promote overall fitness and health with a specific treatment plan. Individual must have Ohio licensure.

**Radiology Technologist ("RT")** means an individual who performs a comprehensive scope of diagnostic radiological procedures. Individual has both Ohio Dept of Health certification as well as ARRT certification.

**Radiation Therapy ("RADTH")** means an individual who provides radiation therapy treatment to patients. Individual has both Ohio Dept of Health certification as well as ARRT certification.

**Respiratory Therapist (RT)** means an individual that provides all types of diagnostic and therapeutic respiratory therapy procedures for adults and neonates. Administer all types of respiratory therapy treatments, evaluate appropriateness of physician ordered therapy and assess patients to determine appropriate therapy and recommend the same to the physician. Individual must have Ohio Respiratory license.

**RN General** means registered nursing personnel working in any adult or pediatric medical/surgical unit, or any other unit that does not require unique specialty skills or certification to qualify as Specialty RN Personnel. Individual must have Ohio RN license.

**RN Specialty** means a registered nurse with advanced certification such as ACLS, PALS, or NRP certification. Such personnel may be assigned to the following units: ICU, CCU, NICU, ER, OR, recovery room, labor and delivery, burn unit, telemetry unit, step-down ICU and any unit requiring ACLS certification or other specialty skills. Specialty RN Personnel include ER, OR, ICU, CCU, L&D, telemetry, radiology, Level II Nursery, Level III Nursery CVICU, CVOR, BMT, NICU, PICU, dialysis, psychiatry and cath. lab. . Individual must have Ohio RN license.

**RN Trainer** means RN licensed trainer providing education and support services for the successful implementation of the electronic medical record

**Sitter** means an individual who provides basic services to patients under guidance of management.

**State Tested Nurse Aide (STNA)** means an individual who provides nursing and nursing-related services to patients or residents in a health care facility and has been state tested. Individual must have Ohio license.

**Supply Technician** – receive, organize and deliver supplies and equipment for patient care and diagnostic areas; assist with storeroom and receiving dock activities.

**Surgical Assistant Certified (CSA)** means an individual who prepares the operating room by selecting and opening sterile supplies and assembling, adjusting, and checking equipment. Anticipates the needs of the surgeons, passing instruments and providing sterile items in an efficient manner. Has certification as a Surgical Technologist through the NBSTSA (National Board of Surgical Technology and Surgical Assisting)

**Surgical Technologist (OR Tech)** means an individual who prepares operating room by selecting and opening sterile supplies and assembling, adjusting, and checking equipment. Anticipates the needs of the surgeons, passing instruments and providing sterile items in an efficient manner.

**Trainer – LPN** means LPN licensed trainer providing education and support services for the successful implementation of the electronic medical record

**Trainer - RN** means RN licensed trainer providing education and support services for the successful implementation of the electronic medical record

**Ultrasound/Sonography (“USS”)** means an individual who performs general ultrasound scans. (under the supervision of a radiologist – delete this phrase – everybody is under the supervision of someone). Individual has certification through an accrediting body such as ARDMS, ARRT or CCI.

**Ultrasound Vascular (“USSV”)** means an individual who performs perform diagnostic ultrasound procedures and vascular studies including carotids, venous, arterial, DVT’s. Individual has certification through ARDMS, CCI or ARRT for sonography.

## EXHIBIT C - RATE DEFINITIONS

### Rate Definitions

**Base Hourly Rate** - Participating Institution shall pay the base hourly rate for when there is no travel or housing allowance.

**Base Hourly Rate Add-on Offer** - Agencies may offer to Participating Institution an add-on rate of up to five dollars (\$5) per hour in addition to the base rate, if Agency Personnel are not available for the base rate. Participating Institution is not obligated to accept the add-on and may decline the offer.

**Travel Rate** will be paid if the Agency Personnel selected has a permanent residence outside of a ninety (90)-mile radius of Participating Institution. Participating Institution shall pay Agency the base hourly rate plus the travel rate. Travel rates are included in Exhibit D.

**Holidays** - Participating Institution will pay Agency the applicable rate and the Holiday Rate listed on Exhibit E for shifts worked on designated holidays as shown on Exhibit E. Holiday rate is not applicable if overtime rate is being paid for the same hours. Holiday Pay is defined as actual hours worked on the designated holidays.

**Call-Back** - Participating Institutions will pay Agency the applicable rate and the Call-Back Rate listed in the Application Service.

**Overtime** - Participating Institution shall pay Agency the applicable rate and the overtime rate listed of 1.3 x the base when an Agency employee works more than forty (40) approved hours in one workweek.

**On-Call Rate** - Participating Institutions will pay Agency the On-Call Rate listed in the Application Service for hours Agency Personnel are placed on on-call status.

**Differentials** - Participating Institutions will pay Agency the Differential Rate(s) listed in the Application Service for hours Agency Personnel works on weekends or on an overnight (NOC) shift.

**Sick/Call Offs** - No payments will be made for sick time or call offs. Agency Personnel may request to make up a shift. The decision to permit the make-up shift is at the sole discretion of the Participating Institution.

**EXHIBIT D - JOB TITLE RATES**

Any exceptions or other pricing options must be created as an "offer" in the Shiftwise Application Service and accepted by Participating Institution. Rates for additional titles will be based on the job type and will be determined by Provider and Participating Institution.

Provider will supply the requested titles at the pay rates listed in the table below. Participating Institution will work with Agency to negotiate and determine the pay rate for the particular title on each order as needed.

Participating Institution reserves the right to utilize any one, several or all of the below titles. Failure to utilize a title does not waive Participating Institution's right to utilize that title at a later date.

Job Titles (WORKING TITLE/CATEGORIES)	Suggested Base Rate	Base Rate Add On	Travel rate (staff traveling more than 90 miles)	*Holiday or Overtime Rate	Call Back	*On Call Rate	*Weekly Different or NOC Different Rate
<b>Clerical Titles/Accounting Titles</b>							
Office Assistant	\$15.00	\$1 to \$5		1.3 x Base			
<b>Environmental/Food Service Titles</b>							
Environmental Worker	\$10.00	\$1 to \$5		1.3 x Base			
Dietary/Nutrition Worker	\$10.00	\$1 to \$5		1.3 x Base			
<b>Clinical Titles</b>							
Cardiovascular Technologist (CVT)	\$55.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Clinical Case Manager	\$36.23	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
CT Technologist	\$52.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Echocardiographic Technologist (ECHO)	\$54.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Electroencephalography Technician (EEG)	\$50.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Interventional Angiography (INTANG)	\$57.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Intraop Monitoring Technologist (IOM)	\$27.50	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
LPN Licensed Practical Nurse	\$28.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
LPN Licensed Practical Nurse - IV Certified	\$33.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
LPN Trainer - licensed	\$55.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Mammographer	\$52.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Med Lab Tech	\$28.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Med Lab Tech (ASCP) - certified by Amer Society of Clinical Pathology	\$34.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Medical Assistant	\$17.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
MRI	\$55.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Nuclear Medicine (NMT)	\$60.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Occupational Therapist	\$50.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Pharmacist	\$85.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Phlebotomist	\$15.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Physical Therapist	\$50.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Radiology Tech (RT)	\$52.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Radiation Therapist (RADTH)	\$60.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Respiratory Therapist (RT)	\$50.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
RN Registered Nurse - General	\$45.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
RN Registered Nurse - Specialty	\$47.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
RN Trainer - licensed	\$55.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Sitter	\$14.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
STNA - nurses aid	\$17.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Supply Tech	\$16.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Surgical Tech (OR Tech)	\$34.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Surgical Assistant (Certified) CSA	\$47.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Ultrasound Sonography (USS)	\$52.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$
Ultrasound Vascular (USSV)	\$55.00	\$1 to \$5	\$6	1.3 x Base	1.3 x Base	\$5	Base + \$

EXHIBIT E - HOLIDAY PAY POLICY

Holiday Pay Policy

Holiday					
New Year's Day	Memorial Day	July 4 <sup>th</sup>	Labor Day	Thanksgiving Day	Christmas Day
From 19:00 on 12/31 through 18:59 on 1/1	07:00 day of holiday until 6:59 day after the official federal holiday	07:00 day of holiday until 6:59 day after the official federal holiday	07:00 day of holiday until 6:59 day after the official federal holiday	19:00 on the eve of the holiday until 18:59 day on Thanksgiving day	19:00 on Christmas Eve until 18:59 on Christmas day

**OHA SOLUTIONS STAFFING PROGRAM**  
**MASTER AGREEMENT**

This Master Agreement (this "Master Agreement") is made and entered into as of April 1, 2012 (the "Effective Date") between Ohio Healthcare Purchasing, Inc., doing business as "OHA Solutions" ("OHA Solutions"), an Ohio for profit corporation, and the temporary personnel agency identified on the signature page ("Agency").

**INTRODUCTION**

- A. OHA Solutions operates a program to document and track credentials and secure interim staffing personnel services that meet the quality standards put forth in this Master Agreement for participating health care providers ("Participating Institutions") as part of a group purchasing arrangement (the "Staffing Program").
- B. Agency desires to contract with OHA Solutions to participate in the Staffing Program and provide Participating Institutions with quality supplemental staff in both clinical and non-clinical departments for short term per diem and extended long term assignment periods that meet the standards established in this Master Agreement.

Therefore, OHA Solutions and Agency, in consideration of the mutual promises expressed below and intending to be legally bound, hereby agree to the following provisions.

**I. DEFINITIONS**

- A. **Application Service** means the selected ShiftWise™ Products (s) offered for use through the Staffing Program. Agency shall be responsible for uploading scanned copies of completed forms to the designated location in the online tool operated by OHA Solutions. The Agency shall be responsible for maintaining current documentation in the online tool at all times. Documentation once uploaded to the online tool shall support placement at all Participating Institutions under this Master Agreement. All orders of Participating Institutions and placements, timeslips and invoices of Agency shall be processed through the Application Service.
- B. **ShiftWise™ Product(s)** means the selected ShiftWise™ software products and any other training, user documentation, methodologies and services provided to Agency by ShiftWise through the Staffing Program.
- C. **Staff Profile** means all necessary documentation and credentialing information as outlined in Section IV(B)(5).
- D. **Agencies** mean those organizations, including Agency, that enter into contracts with OHA Solutions under the Staffing Program. The list of Agencies will be listed on [www.ohasolutions.com](http://www.ohasolutions.com) and updated on a regular basis.
- E. **Agency Personnel** means Agency employees and contractors providing clinical or non-clinical (as defined below) services to a Participating Institution under this Master Agreement.



- F. **Clinical Personnel** means Agency Personnel whose duties and responsibilities will typically include direct access to and responsibility for direct patient care. A representative, non-exclusive listing of types of Clinical Personnel is included at Attachment 2.
- G. **Non-Clinical Personnel** means Agency Personnel whose duties and responsibilities will typically not include direct access to and responsibility for direct patient care. A representative, non-exclusive listing of types of Non-Clinical Personnel is included at Attachment 2.
- H. **Participating Institution** means an organization that has signed a Participation Agreement with OHA Solutions. The list of Participating Institutions will be listed on [www.ohasolutions.com](http://www.ohasolutions.com) and updated on a regular basis.
- I. **Tiering** means the order in which Agencies receive from Participating Institutions requests for new orders as provided under Section III(C). All New Agencies will be placed into Tier Two and will be graduated to Tier One based upon quality and performance standards, as determined in OHA Solutions' sole discretion. Agencies will generally be evaluated on a semi-annual basis and will be moved into the appropriate tier based upon these quality and performance criteria at OHA Solutions' sole discretion.
- J. **New Agency or New Agencies** means an Agency that enters into a contract with OHA Solutions after March 31, 2012. An Agency will remain a New Agency until it is moved into Tier One based on OHA Solutions' tiering criteria as provided under Section III(C).

## II. **TERM**

The term of this Master Agreement shall be for two (2) years, commencing on April 1, 2012 and ending March 31, 2014 ("Term"), and shall continue thereafter for additional one (1) year terms until either party provides written notice of its intent not to renew by at least March 1.

## III. **ASSIGNMENT PROTOCOL AND SERVICES TO BE PROVIDED**

### A. **Participating Institution**

Participating Institutions are expected to use the Application Service and the contracting Agencies first when requesting Agency Personnel. A Participating Institution may seek the services of other staffing agencies if Agencies cannot fill that Participating Institution's needs in a timely fashion, which shall be determined in the Participating Institution's sole discretion.

### B. **OHA Solutions Support Obligations**

OHA Solutions, ShiftWise and OHA Solutions' suppliers shall provide adequate support and maintenance of the Application Service. Agency must select a benefits plan for the ShiftWise support and services that they receive directly with ShiftWise. OHA Solutions, ShiftWise and OHA Solutions' suppliers shall respond and repair any malfunction of the system hosting the Application Service as soon as is commercially practicable. The support obligations hereunder shall be limited to repair of the system hosting the Application Service and technical advice related to that service.

OHA Solutions is responsible for communicating to Participating Institutions the specifics of this Master Agreement, facilitating the Staffing Program and establishing Web-based

communication tools for the Agencies and Participating Institutions. OHA Solutions will assist the Agencies' and Participating Institutions' efforts to resolve any problems that which may challenge the effectiveness of the Staffing Program for any party.

**C. Tiering**

All Agencies will be placed into one of two tiers in the ShiftWise™ Product. Tier One Agencies will receive all new requests for orders two (2) hours in advance of Tier Two Agencies for non-priority per diem requests and twenty-four (24) hours in advance for non-priority long-term orders. All New Agencies will be placed into Tier Two and will be moved to Tier One based upon performance, quality standards and meeting the requirements set for in the Master Agreement, as evaluated by OHA Solutions in its sole discretion. All Agencies will be evaluated on a semi-annual basis and may be moved from one tier to another as a result of such review. OHA Solutions may terminate this Master Agreement with an Agency that consistently receives poor reviews and remains in Tier Two. A Participating Institution may create its own tiering priorities.

**D. Agency Requirements and Services to be Provided**

1. Upon Participating Institution's request, Agency shall provide temporary healthcare staff to Participating Institution for supplemental staffing purposes by utilizing licensed professionals and other certified and non-certified personnel. Agency shall employ or contract with all Agency Personnel based upon a determination of the qualifications and competence of its Agency Personnel, and agrees to provide verification of current licensure or certification of its Agency Personnel through the Application Service. Agency warrants that all of its policies and procedures shall comply with the revised Standard for Nursing Services as prescribed by The Joint Commission and the National Patient Safety Goals.
2. **Service Hours.** To fulfill the requirements under this Master Agreement, Agency shall maintain service hours twenty four (24) hours per day, seven (7) days per week, three hundred and sixty five (365) days per year.
3. **Requesting Service.** Participating Institution shall request staff through the Application Service through which Agency shall provide Participating Institution with on-line access to Agency Personnel's credentials through the Staff Profiles as set forth in Section IV(B)(5).
4. **Placement Obligation.** Agency agrees to use the Application Service to submit, confirm and book all Agency Personnel in a Participating Institution. Agency will make a good faith effort to meet the requested needs of a Participating Institution based on the skill, functional levels and expertise of available Agency Personnel.
5. **Cancellation Obligation.** If Agency must cancel a booked order, Agency agrees to use the Application Service to cancel Agency Personnel, according to the cancellation policies outlined in this Master Agreement.
6. Agency Personnel shall be assigned to Participating Institutions for a mutually agreed upon period. Participating Institutions may extend an assignment upon agreement between the Participating Institution, Agency, and assigned Agency Personnel.

7. Agency will submit to the Participating Institution via the Application Service the Staff Profiles of the Agency Personnel who both meet the Participating Institution's specific request and any special requirements submitted on the Participating Institution's profile sheet. In addition, Agency will only submit candidates who are willing to interview for the position or who are available for the requested shift.
8. Prior to the commencement of an Agency Personnel's assignment at a Participating Institution, Agency shall update all Staff Profiles in the Application Service and notify the Participating Institution of such update.
9. Agency shall provide basic orientation to staff on Agency's own internal policies and practices. Agency shall ensure that Agency Personnel completes any Participating Institution-specific orientation, as required below, as a condition to placement of Agency Personnel with Participating Institution. Agency warrants compliance with all State, Federal, OSHA, CMS, Universal Precautions, TB, Infectious Waste, National Patient Safety Goals and The Joint Commission standards and regulations for all Agency Personnel. Participating Institution will provide Agency with any necessary documents pertaining to Participating Institution-specific orientation and this information will be reviewed with Agency Personnel at Agency's office prior to assignment with the Participating Institution. Non-Clinical Personnel will receive the appropriate basic orientation for their unique service and department assigned by the Participating Institution.
  - a. Agency shall request and review detailed information about a Participating Institution's orientation program before assigning Agency Personnel to such Participating Institution to be aware of the Participating Institution's expected standards of performance and any specific requirements.
  - b. Agency shall be responsible for scheduling and verifying the orientation of Agency Personnel at a Participating Institution before such Agency Personnel's assignment at that Participating Institution. Participating Institution shall pay Agency Personnel at that individual's bill rate as described in this Master Agreement for such orientation unless Participating Institution's policy requires alternative arrangements.

Participating Institutions shall be responsible for making orientation sessions available to Agency Personnel before such individual's assignment.

Before an assignment begins, the Participating Institution shall provide orientation to the unit to which Agency Personnel will be assigned.
10. Agency shall not offer or assign Agency Personnel to a Participating Institution unless the Agency has determined that the individual is fully qualified for the assignment and can provide safe and effective patient care services.
11. Agency may not export or re-export the ShiftWise™ Products(s) to a national of a country in Prohibited Country Groups (as defined in the ShiftWise End User License) without a license or a license exception from the U.S. Department of Commerce and without OHA Solutions' prior written consent nor otherwise violate any provision of U.S. export laws.

## **E. Cancellation Policies**

1. Cancellation Before Assignment of Per Diem Agency Personnel.
  - a. A Participating Institution may cancel an assignment without penalty if the Participating Institution gives Agency notice of such cancellation through the Application Service at least two (2) hours before a scheduled assignment. If a cancellation occurs within two (2) hours before a scheduled assignment, the Agency will receive credit for two (2) hours of services at the applicable bill rate.
  - b. Agency may cancel an assignment without penalty if Agency gives Participating Institution notice of such cancellation through the Application Service at least two (2) hours before a scheduled assignment. If cancellation occurs within two (2) hours before a scheduled assignment, the Participating Institution will receive credit for two (2) hours of services at the applicable bill rate or Agency shall be responsible for finding a replacement that is acceptable to the Participating Institution by the time the first requested shift was scheduled to commence and shall prioritize Participating Institution's replacement need above all other requests.
  - c. If Agency Personnel does not report for a scheduled shift without advance notice to the Participating Institution prior to the scheduled shift, Agency shall credit the Participating Institution for half of the scheduled shift hours on the next invoice. Advance notice to the Participating Institution is defined as cancellation through the Application Service at least two (2) hours before a scheduled assignment. Speaking with the designated contact at the Participating Institution at least two (2) hours prior to the start of the scheduled shift is required when possible in addition to cancellation through the Application Service.
  
2. Cancellation Before Assignment of Long Term Order Agency Personnel.
  - a. A Participating Institution may cancel an assignment without penalty if the Participating Institution cancels the assignment through the Application Service at least two (2) weeks before a scheduled assignment. If cancellation occurs within two (2) weeks before a scheduled assignment, Agency shall negotiate in good faith with the Participating Institution for resolution.
  - b. Agency may cancel an assignment without penalty if Agency cancels the assignment through the Application Service at least two (2) weeks before a scheduled assignment. If Agency cancels an assignment within the two (2) week period before a scheduled assignment, Agency shall be responsible for finding a replacement that is acceptable to the Participating Institution prior to the first scheduled shift and shall prioritize Participating Institution's replacement need above all other requests. If Agency is unable to find a suitable replacement for the entire assignment period by the date agreed to by the Participating Institution, Agency shall pay for the cost of replacement personnel for a one (1) week time period or, at the Participating Institution's sole discretion, shall negotiate with the Participating Institution for a credit toward a future assignment.
  - c. If Agency Personnel does not report for a scheduled shift without advance notice to the Participating Institution prior to the scheduled shift, Agency shall credit the Participating Institution for half of the scheduled shift hours on the next invoice. Advance notice to the Participating Institution is defined as cancellation through the Application Service at least two (2) hours prior to the start of the scheduled shift.

3. Cancellation During the Assignment of Per Diem Agency Personnel.
  - a. Reduction of hours of assignment after Agency Personnel has reported based upon low census or budgetary restraints will not be considered cancellation of assignment. Participating Institution is obligated to pay Agency the number of hours worked by the Agency Personnel or half the number of contracted hours, whichever is greater.
  - b. A Participating Institution may cancel an assignment without penalty at any time if any of the Termination Events described in Section III(E) apply to assigned Agency Personnel while working at Participating Institution. Participating Institution will provide documentation to Agency as to reason for cancellation. If Agency Personnel are canceled pursuant to this paragraph, the Participating Institution will only be responsible for paying Agency for the hours actually worked by such Agency Personnel.
  - c. Cancellation of assignment based on low census or budgetary restraints must be negotiated between the Participating Institution and the Agency. It will not be considered cancellation of assignment because of low census or budgetary restraints if all scheduled shifts are fulfilled and Participating Institution places no new order for Agency Personnel through the Application Service, or if a Participating Institution requires Agency Personnel to transfer to like patient care service areas in accordance with Participating Institution's policies.
  - d. If Agency Personnel fails to fulfill an assignment, Agency shall make a good faith effort to replace such Agency Personnel as soon as practicable and shall prioritize Participating Institution's replacement need above all other requests.
  
4. Cancellation During the Assignment of Long Term Order Agency Personnel
  - a. A Participating Institution may cancel up to one shift per two-week period without penalty. A Participating Institution may cancel additional shifts within a two-week period as long as the Participating Institution offers Agency Personnel the opportunity to work on a scheduled day off within that same two-week period or to work on another unit where Agency Personnel is qualified to work. If, however, a Participating Institution cancels more than one shift per two-week period and does not provide the opportunity to work a substitute shift, the Participating Institution shall be responsible for paying Agency for the canceled shift.
  - b. A Participating Institution may cancel an assignment at any time without penalty if any of the Termination Events described in Section III(E) apply to assigned Agency Personnel while working at Participating Institution. Participating Institution will provide written documentation to Agency as to reason for cancellation. In such event, the Participating Institution will only be responsible for paying Agency for the hours actually worked by the Agency Personnel.
  - c. If, during the first two (2) weeks of a Long Term Order assignment, a Participating Institution determines that Agency Personnel does not meet the Participating Institution's standards of performance or cannot perform the essential functions of the job with or without reasonable accommodation, in the Participating Institution's sole discretion, the Participating Institution may reject the assignment of such Agency Personnel at no expense to the Participating Institution.
  - d. Cancellation of assignment based on low census or budgetary restraints must be negotiated in good faith by the Participating Institution and the Agency. It will not be considered cancellation of assignment because of low census or budgetary restraints if all scheduled shifts are fulfilled and Participating Institution places no new order for Agency Personnel through the Application Service, or if a Participating Institution

requires Agency Personnel to transfer to like patient care service areas in accordance with Participating Institution's policies.

- c. If the Agency Personnel fails to fulfill an assignment, Agency shall make a good faith effort to replace such Agency Personnel within two (2) weeks of the termination and shall prioritize Participating Institution's replacement need above all other requests. If Agency is unable to find a replacement, Agency shall be responsible for reimbursing the Participating Institution for any replacement staff obtained by the Participating Institution for the two (2) week period.

**F. Termination of Agency Personnel by Participating Institution**

Agency agrees that a Participating Institution may, at any time, without cause or in its sole discretion, and without penalty or obligation to pay for the entire shift, terminate Agency Personnel's assignment or refuse to accept the future assignment of such Agency Personnel if such Agency Personnel engage in any of the following (collectively, "Termination Events"):

1. Fails to perform in accordance with a Participating Institution's standards, policies or procedures,
2. Cannot perform the essential functions of the job with or without reasonable accommodation,
3. Engages in unprofessional or disruptive conduct,
4. Solicits a Participating Institution's employees in violation of this Master Agreement,
5. Fails to meet the requirements of this Master Agreement,
6. Engages in conduct harmful to Participating Institution's patients or staff,
7. Fails to follow a Participating Institution's policies, rules and procedures,
8. Fails to provide services appropriately or otherwise meet the standards of the Participating Institution, or
9. Engages in any conduct, which would result in termination of Participating Institution's own employees.

**G. Time Sheets and Photo Identification**

Agency shall require all Agency Personnel to comply with the following procedures. Agency Personnel shall sign in and out on an approved time sheet at the beginning and end of each shift worked and copies of signed time sheets are to be left with the Participating Institution's supervisor or in the staffing office as directed by the Participating Institution. Agency Personnel shall be responsible for locating a Participating Institution's time sheet and for notifying a supervisor if unable to find such sheet. However, if a shift or assignment is worked at a facility utilizing ShiftWise Staff Time Tracker, then Agency Personnel will utilize a web-based computer to log in at start of shift and log out at end of shift. If a transfer occurs during shift or between consecutive shifts, Agency Personnel will log in and out using Staff Time Tracker. Agency Personnel also shall provide valid photo identification (i.e. driver's license or Agency photo identification) upon arrival at a Participating Institution. Agency personnel will wear ID and uniform provided or required by Participating Institutions.

**IV. AGENCY PERSONNEL CREDENTIALING, COMPETENCE, COMPLIANCE AND RESPONSIBILITIES**

**A. Agency Personnel Requirements**

Agency shall ensure that each Agency Personnel:

1. Carry a valid government issued identification card (e.g., Ohio state license) on each

- assignment, and
2. For Clinical Personnel assignments, Agency Personnel must carry a valid and current BLS card on each assignment, and carry photo identification badges issued by the Agency and/or Participating Institution.

**B. Agency Requirements**

1. Agency shall assign only Agency Personnel who (a) meet Participating Institution's minimum specifications and requirements for each job class as documented in the Application Service and (b) have appropriate education, training, background, experience and demonstrated ability to perform the services required under this Master Agreement and as necessary to provide high quality patient care consistent with Participating Institution requirements, as determined in the Participating Institution's sole discretion.
2. Immediately prior to the commencement of an assignment, Agency shall verify that all Agency Personnel are licensed or certified, as required by law and/or regulation, and in good standing with the Ohio Board of Nursing, Ohio Department of Health, and other applicable licensing boards or state agencies, appropriate to the staffing assignment.
3. Agency shall be responsible for verifying whether a requested assignment is for home health, private duty or hospice care, or other assignment involving extraordinary requirements. In such instances, Agency shall ensure that Agency Personnel assigned to such areas meet all specific licensing, regulatory procedures and Participating Institution protocols or requirements.
4. Agency shall complete Staff Profiles in the Application Service for all Agency Personnel submitted under this Master Agreement. Agency shall be responsible for maintaining current and accurate profile verification information in the Application Service at all times and all referenced information and corresponding files must be kept in the employees personnel file at the Agency's office. Agency and Agency Personnel shall comply with all qualification and documentation requirements at all times. Non-compliance may result in contract termination under Section VIII(A)(2) of this Master Agreement.
5. If Agency determines that it is necessary to obtain the services of a subcontractor to fulfill an assignment under this Master Agreement, Agency will notify the Participating Institution and OHA Solutions in writing of the intent to use subcontractors. Agency will ensure that all subcontractor personnel comply with all applicable terms required of Agency Personnel in this Master Agreement.
6. Each Staff Profile shall include all of the following information for all Agency Personnel, unless noted on a "Waiver of Master Agreement Staff Profile Requirements" and as logged in the Application Service Healthcare Delivery Organization (HDO), Facility or Unit Profile as "preferred" and not "required." Information must be documented in the Application Service and documents must be scanned and available for online review and verification prior to the first shift worked for each order booked through the Application Service. Unless otherwise indicated, all information must be correct and current as of the date of initial hire and remain valid throughout the assignment.
  - a. Verification of a minimum of three (3) years prior work history, including at least two (2) years of clinical practice in an acute care setting for Clinical Personnel.
  - b. At least two (2) pre-employment positive professional references addressing the work history and clinical skills, if applicable, in the area that assignment is made. At least one (1) positive professional reference should be from the most recent employer. If one (1) reference is from an agency where the Agency Personnel

previously worked, Agency must attempt to verify Agency Personnel's work experience directly with the health care organizations where the Agency Personnel worked while employed by the previous agency.

- c. Complete work experience from application or resume. Agency shall complete the work experience section in the Application Service upon initial hire and update on an annual or more frequent basis if requested by OHA Solutions. The document must be scanned into the Staff Profile in the Application Service.
- d. Primary source verification of current state or national licensure, certification or registration, including date of issue, expiration date, and issuing state(s). The document must be scanned into the Staff Profile in the Application Service.
- e. Records of any investigations, licensure limitations or letters of concern issued by the Ohio State Board of Nursing (depending on assignment) or other state or national regulatory board with respect to licensed or certified personnel.
- f. Documentation of current BLS and CPR certification and other advanced certification, where applicable (ACLS, PALS, NALS, NRP, IV Cert, etc.). Copies of documents must be scanned into the Staff Profiles in the Application Service.
- g. Documentation of Rubeola (Measles) – proof of testing at a reputable clinical lab, demonstrating immunity or documentation of two (2) adult MMR vaccines.
- h. Documentation of Rubella (German Measles) - proof of testing at a reputable clinical lab, demonstrating immunity or documentation of one (1) adult MMR vaccine.
- i. Documentation of Mumps - proof of testing at a reputable clinical lab, demonstrating immunity or documentation of two (2) adult MMR vaccines.
- j. Documentation of Varicella (Chicken Pox) history – proof of test demonstrating immunity or documentation of two (2) adult Varicella vaccinations. The treating physician may provide dated, signed statement verifying condition.
- k. Documentation of the completed annual Tuberculosis Screening with a 2-Step TB skin test with verifiable documentation of negative skin test within 12 months and 1) Annual TB skin test (one step) with proof of or verifiable documentation of negative skin test within 12 months prior to the date of initial hire; or 2) QuantiFERON –TB Gold Blood Assay or 3) if skin test is positive, must have chest x-ray to rule out active TB. After any positive TB test, a TB chest radiograph (x-ray) is required, and again if symptoms or signs of TB disease develops or a clinician recommends a repeat chest radiograph. An annual TB Screening Questionnaire must accompany be submitted with chest x-ray readings.
- l. Documentation of Hepatitis B with proof of previous testing at a reputable clinical lab demonstrating immunity or signed waiver.
- m. Documentation of the “third party, SAMSHA-certified chain of custody sequence 10-panel” drug screen. Agency shall give Agency Personnel a minimum of a “10-panel” drug screen and document the results upon the date of initial hire by Agency. The drug screen shall include testing for at least: barbiturates, cocaine, opiates (heroin, codeine), propoxyphene, amphetamines, methamphetamine, benzodiazepines (valium, Librium), methadone, phencyclidine (PCP), and cannabinoids (THC). Agency shall conduct repeat drug screens on Agency Personnel at least annually as long as Agency Personnel has been employed consistently by Agency with no breaks in employment of two or more months, or if there is consistent communication with Agency Personnel within the two months. If employment is not consistent, Agency Personnel must have a drug screen performed upon return to Agency and prior to the next assignment. A Participating Institution may, in its discretion, perform, or request that the Agency perform, a “for cause” drug screen

on any Agency Personnel. All drug screens shall be performed at Agency's expense.

- n. Agency shall provide documentation of a background check, as required by Ohio law, on all Agency Personnel prior to assignment. Upon a break in employment lasting two (2) months or more, Agency must perform an updated background check upon return to Agency and prior to the next assignment. Printed documentation of the background check (defined below 1 through 5) shall be maintained in Agency Personnel's file, documented when the check was performed and scanned into the Staff Profile of the Application Service. The background check, which shall be performed at no cost or expense to Participating Institution or to OHA Solutions, shall include, but is not limited to:

(1) Ohio BCI Fingerprint Background Check (WebCheck) and proof of continuous residency in Ohio of five years by Agency Personnel.

(2) FBI Fingerprint Background Check (National WebCheck) is required if Agency Personnel has less than 5 years of continuous residency in Ohio.

(3) Office of Inspector General's List of Excluded Individuals/Entities Search at <http://exclusions.oig.hhs.gov/search.html> or any successor Web site. Agency and Agency Personnel shall not at any time during the term of this Master Agreement be (1) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid Programs, any other federal or state program for the payment or provision of medical services or any government licensing agency and have not been listed by nor will be listed during the term of this Master Agreement by a federal or state agency as barred, excluded or otherwise ineligible for federal or state program participation; and (2) convicted of an offense related to health care. Agency agrees to advise Participating Institution in writing of any criminal convictions, outstanding charges or any other violation of a law (other than minor traffic violations) of Agency or Agency Personnel prior to assignment to Participating Institution and during the term of this Master Agreement. The Agency shall not assign such an Agency Personnel with such conviction, charge of violation without the prior written approval of the Participating Institution's Chief Nursing Officer or his or her designee. Participating Institution reserves, in its sole discretion, the right to reject any assignment of Agency Personnel or Agency that is not in compliance with this provision.

(4) Social Security Number (SSN) Trace with documentation of current search with any alias names attached to the SSN and a historical list of residences with dates.

(5) Documentation of signed disclosure and acknowledgment of Fair Credit Reporting Act (FCRA) compliant National Background Check and the results of the national search of state and local courthouses' repositories, sex offender registries, State Dept. of Correction facilities, and federal exclusion lists such as OIG, OFAC, GSA, and FACIS.

- o. Documentation of compliance with the requirements of the Ohio Department of Health, the Ohio State Board of Nursing or any other state, agency or regulatory body specific to Clinical Personnel's scope of practice. All background checks, certifications and licensing must be in accordance with the standards imposed by The Joint Commission or any other state, agency or regulatory body, regulations and guidelines.
- p. Documentation of Completed Acknowledgement of Confidentiality of Patient Health Care Information. Agency shall ensure that Agency and all Agency Personnel understand and comply with all state and federal laws and regulations and all policies and procedures of the Participating Institution at which Agency Personnel are providing services, including but not limited to signing confidentiality agreements and undertaking training related to the confidentiality of protected healthcare information and medical records, including privacy requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Section XIII. Prior to placement, Agency shall obtain the Agency Personnel's acknowledgement of these obligations on the Acknowledgement of Confidentiality of Patient Health Care Information.
- q. Documentation of Skills Checklists for each specialty, annually reviewed, signed and dated by Agency Personnel.
- r. Documentation of Competency Exams created and administered annually by third party or by Agency, including date of completion, expiration date and score, if applicable. Unique exams are required for each distinct area of service and demonstrate a graded assessment of knowledge and/or skills.
- s. Documentation of Performance Review by Agency of Agency Personnel, reviewing performance and expectations. Initial performance review must be conducted after 30 or 90 day probation, and thereafter, conducted annually.
- t. Pre-employment physical – Agency shall ensure and document that Clinical Personnel receives a physical examination upon initial hire by Agency and shall maintain documentation of the examination signed by the examining practitioner. Such examination shall include, but not be limited to, an assessment that the Agency Personnel is capable of safely performing the essential functions of the job with or without reasonable accommodation.
- u. Any additional requirements outlined by the Participating Institutions in the Application Service must also be part of the Staff Profile documentation.
- v. Documentation of Tetanus, Diphtheria and Pertussis (Tdap) - proof of immunity with initial immunization or routine booster every ten (10) years.

#### **C. Transfer of Agency Personnel**

Participating Institution may reassign Agency Personnel to a different unit or to a different type and specialty only if the Agency Personnel satisfies the requisite specialty qualifications and the work is within the scope of such Agency Personnel's clinical experience. Participating Institution will provide the Agency Personnel with additional orientation regarding the float as necessary. If Agency Personnel floats to a type and specialty with a lower bill rate, then the bill rate that was applicable to the original assignment remains, despite the float. If Agency Personnel floats to a type and specialty that has a higher bill rate, then the higher bill rate applies as long as the Agency Personnel continues to work in that assignment.

#### **D. Dress Code**

Agency Personnel shall comply with Participating Institution's dress and appearance policies. Under no circumstances shall Agency Personnel wear jeans, halter-tops, shorts, sleeveless

shirts or facial piercings. Any exceptions to the dress code shall be agreed upon by Agency and the Participating Institution in advance of the assignment.

**E. Audits**

OHA Solutions or its designees, including Participating Institutions, shall be entitled to conduct random audits of Agency's personnel files to confirm that the files contain all required documentation required in this Master Agreement and as reflected in the online Staff Profile form. In addition, OHA Solutions may verify that Agency is implementing the quality review measures required by this Master Agreement. OHA Solutions shall conduct audits during Agency's business hours and Agency may not receive notice before any audit. Such audits may be at Agency offices or via electronic or telephonic communication. Agency shall provide the requested documentation within one (1) business day of request. Agency must forward necessary documentation to OHA Solutions and correct any audit deficiencies in the Application Service by a date specified by OHA Solutions. OHA Solutions may provide copies of records reviewed and shall provide results of all Agency audits to each Participating Institution. The failure of Agency to maintain and produce required documentation is grounds for termination of this Master Agreement under Section VIII(A)(2) of this Master Agreement as well as any assignment of Agency Personnel by Participating Institutions.

**F. Quality Review Program**

Agency represents and warrants that it has a quality review program reflecting the requirements of this Master Agreement and of Participating Institutions and as required by applicable laws. Agency's quality review program must also include the ability to provide quality review and support services for incidents that may occur during staff assignment and for responding to service concerns or complaints. Agency must have a procedure in place to confirm that Agency complies with the documentation requirements set forth in Section IV.B. of this Master Agreement. Agency must make all reasonable efforts to immediately notify OHA Solutions of quality issues reported to the Agency by Participating Institutions and to identify the corrective actions taken.

**G. Staff Performance Evaluation**

Agency will promote the use of the OHA Solutions Staff Evaluation available through the Application Service. Agency shall have access to any performance evaluation for each of its Agency Personnel placed in a Participating Institution as provided by the Participating Institutions through the Application Service.

**V. INVOICING**

**A. Rates for Agency Personnel**

Participating Institutions shall be solely responsible for all payments to Agency for services rendered by Agency Personnel or any other fees or charges due Agency. OHA Solutions shall have no responsibility for any payments due to Agency under this Master Agreement or any agreement between Participating Institution and Agency.

The rates for Agency Personnel are established in the Application Service by Participating Institutions and available for review through the Application Service. The general rate structure followed by Participating Institutions appears on Attachment 1. All rates will be negotiated between Agency and Participating Institutions through each individual order as established by the Participating Institutions through the Application Service; provided, however, the overtime rate and the holiday rate must be as set forth through the Application Service by the

Participating Institution. As the employer, Agency must accept the rates as negotiated through the Application Service for the duration of the agreement between Agency and the Participating Institution. Any exceptions or other pricing options must be agreed upon in advance and in writing by the Participating Institution and Agency through the offer process in the Application Service. Agency must confirm the bill rate before confirming an order in the Application Service. OHA Solutions shall not dictate any of the rates for Agency Personnel.

1. **Base Hourly Rate**  
Participating Institutions are responsible for paying the Base Hourly Rate as determined in the Application Service and which will accompany each individual order. The Base Hourly Rates are for assignments in which Agency is not obligated to pay travel and housing allowances.
2. **Base Hourly Rate Add-on Offer**  
Agency may offer to Participating Institution an Add-On Rate of up to five dollars (\$5) per hour in addition to the Base Hourly Rate, if Agency Personnel is not available for the Base Hourly Rate. Participating Institution is not obligated to accept the Add-On Rate and may decline the staffing offer.
3. **Travel Rate**  
Participating Institutions are responsible for paying Agency the Base Hourly Rate as determined in the Application Service plus the Travel Rate add on as outlined in Attachment 1, for assignments if Agency Personnel have permanent residence outside an eighty (80)-mile radius of Participating Institution and needs temporary housing to accommodate travel needs, or by written agreement between the Participating Institution and Agency.
4. **Overtime**  
Participating Institutions are responsible for paying Agency the overtime rate as determined in the Application Service in accordance with Participating Institution's policies as to when overtime is paid.
5. **Holidays**  
Participating Institutions are responsible for paying Agency the Holiday Rate as determined in the Application Service for shifts worked on the designated holidays as shown on Attachment 1 or identified by the Participating Institutions in the Application Service. Holiday rate is not applicable if overtime rate is being paid for the same hours.
6. **Call-Back**  
Participating Institutions are responsible for paying Agency the Call-Back Rate, if applicable, as determined in the Application Service in accordance with Participating Institution's policies for call-back shifts.
7. **On-Call Rate**  
Participating Institutions are responsible for paying Agency the On-Call Rate, if applicable, as determined in the Application Service for hours Agency Personnel is placed on on-call status per the Participating Institution's on-call policy. Each Participating Institution will determine if on-call hours are included in overtime calculations for the Agency Personnel.
8. **Sick/Call Offs**  
Participating Institutions will not be required to make payments for sick time and call offs. However, Agency Personnel may request to make up a shift for these reasons. The decision to permit the make-up shift is at the sole discretion of the Participating Institution.
9. **Differentials**

Participating Institutions are responsible for paying Agency the Differential Rate(s), if applicable, as determined in the Application Service for Weekend and Overnight (NOC) shifts according to the Participating Institution's NOC policies.

10. Incentives  
The Participating Institution may make incentives available to the Agency Personnel per agreement between Agency and Participating Institution through the Application Service or in a separate writing.
11. Any exceptions or other pricing options must be agreed upon in advance and in writing by the Participating Institution and Agency and created as an offer through the Application Service.

#### **B. Invoicing Procedures**

Agency shall reconcile all timeslips for all Agency Personnel through the use of the Application Service and submit such data through the Application Service for invoicing and payment. The review period is defined as the seven (7)-day period established by each Participating Institution.

Participating Institutions are responsible for approving all timeslip data not later than 5:00 PM Eastern Standard Time (EST) on the Tuesday following the closure of the previous review period.

1. Any timeslip data is to be approved or disputed by Agency by 5:00 PM EST on the Thursday following the close of the previous review period.
2. Timeslips approved by the Participating Institution and not approved by Agency within one hundred twenty (120) days of the end of the shift shall be considered void.
3. Participating Institution is responsible for accepting charges for the Preview Statement to be invoiced for all approved timeslips on Friday by 5:00 PM EST.
4. Participating Institution is responsible for payment of invoices and all associated approved timeslips for all Agency Personnel for the review period.
5. Participating Institution is responsible for paying the amount owed into the OHA Solutions-designated escrow account for services rendered by Agency within thirty (30) days of acceptance of the invoice. Agencies will be notified of exceptions.
6. Agency shall be paid in full, minus the Administrative Fee as outlined in Section V(C) of this Master Agreement, from an escrow account designated by OHA Solutions all undisputed amounts within five (5) business days after receipt of Participating Institution's payment by the escrow agent.
7. The escrow agent is responsible for paying OHA Solutions the Administrative Fee identified in Section V(C) below within five (5) business days of receipt of funds from Participating Institution.
8. Any agreed upon over- or underpayments will be adjusted by Agency or Participating Institution within thirty (30) days of the parties' agreement as to such over- or underpayment.
9. Any orders not booked through the Application Service shall be considered outside of this Master Agreement.
10. Invoice Memos requesting a credit or charge will be completed with complete details of order and time slip numbers, date, personnel and itemized details via the Application Service. All disputes shall be resolved through the Application Service and between Agency and Participating Institution.

**C. Administrative Fee**

Agency shall pay OHA Solutions a service fee for the administration, management and oversight of the Staffing Program (the "Administrative Fee") equal to three percent (3%) of paid invoices for Participating Institutions that are Ohio Hospital Association ("OHA") members. If a hospital or facility participating in the Staffing Program is not a member in good standing of OHA, OHA Solutions shall notify Agency and the Administrative Fee for the hospital or facility shall equal ten percent (10%) of paid invoices. Agency may adjust its rates accordingly. Administrative Fees are non-cancelable and nonrefundable.

**VI. AGENCY REPRESENTATIONS AND WARRANTIES; DISCLOSURES**

Agency represents and warrants as follows:

- A. Agency and Agency Personnel shall have not been prior to or at any time during the term of this Master Agreement (1) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid Programs, any other federal or state program for the payment or provision of medical services or any federal or state government licensing agency; (2) listed by a federal or state agency as barred, excluded or otherwise ineligible for federal or state program participation; or (3) convicted of an offense related to health care. Agency agrees to advise Participating Institution of any criminal convictions, outstanding charges, or any other violation of a law (other than minor traffic violations) of Agency or Agency Personnel prior to assignment to Participating Institution and for the duration of this Master Agreement. The Agency shall not assign such Agency Personnel without the prior written approval of the Participating Institution's Chief Nursing Officer, Head of Human Resources or their designee. Participating Institution expressly reserves the right to reject any such assignment of Agency Personnel or Agency not in compliance with this provision.
- B. Agency and all Agency Personnel and agents shall comply with all applicable provisions of law and other rules and regulations of any and all local, state and federal governmental authorities relating to healthcare institutions and providers, including without limitation, the licensing, certification and other regulation of hospitals, healthcare providers, the confidentiality of patient and medical information, and the provision of and reimbursement for medical services, including, without limitation, the requirements of the Centers for Medicare and Medicaid Services, the Ohio Department of Health, the Ohio Department of Job and Family Services, the Ohio Department of Aging, the American Osteopathic Association's Healthcare Facilities Program, American Nurses Association and The Joint Commission.
- C. Agency assumes sole and exclusive responsibility for the payment of all wages including payment of wages at any minimum wage rate or at any overtime rate of pay required by applicable federal or state law, benefits and other compensation to Agency Personnel for services performed pursuant to this Master Agreement and/or by Agency Personnel at Participating Institutions. As the employer, Agency shall be responsible for withholding federal and state income taxes; paying the employers' share of any federal social security, Medicare, and Medicaid taxes; paying all applicable federal and state unemployment compensation taxes; and providing workers' compensation insurance coverage for each Agency Personnel.
- D. Agency shall not discriminate in employment with respect to race, religion, sex, color, marital status, disability, age, ancestry, sexual orientation or veteran's status or national origin or any

other protected class under applicable law. To the extent applicable, Agency agrees to comply with all state and federal equal employment opportunity, immigration, and affirmative action requirements including but not limited to 42 U.S.C. § 2000(e) et seq., the Civil Rights Act of 1964, §§ 503 and 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Employee Retirement Income Security Act, 42 U.S.C. §§ 1981-1988, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, § 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, and the Immigration Reform Act of 1986, Ohio Revised Code Chapters 4111, 4112 and 4123 and any amendments and applicable regulations pertaining thereto.

- E. For Agency Personnel assigned to a Participating Institution, such Agency and Agency Personnel shall comply with the Participating Institutions' applicable bylaws, rules, regulations and policies, and procedures existing as of the date of this Master Agreement and as may be amended or revised, including, but not limited to, a Participating Institution's Quality Improvement, Corporate Compliance and Corporate Integrity Programs.
- F. Agency understands that Participating Institutions may conduct internal investigations or contact outside authorities to conduct investigations when, in the Participating Institution's sole discretion, such investigations are warranted. Participating Institutions also may conduct audits in response to inquiries from administrative agencies. Except as otherwise required by law, Agency shall ensure and require that all Agency Personnel assigned to Participating Institutions cooperate with Participating Institutions in these investigations and audits. If Agency or Agency Personnel receive a subpoena for documents, a notice of deposition or a request for interview connected in any way with their work at a Participating Institutions from any source (including without limitation government agencies), Agency will immediately notify the Participating Institution of such receipt in writing.
- G. Agency and Agency Personnel will cooperate with OHA Solutions during any online audits of Staff Profiles and onsite file reviews at Agency. OHA Solutions may visit Agency offices prior to acceptance into Staffing Program.
- H. Throughout the Term of this Master Agreement, Agency and Agency Personnel shall be in compliance with all of the requirements set forth in this Master Agreement.
- I. If Agency fails to comply with any of these representations and warranties, Agency will immediately advise OHA SOLUTIONS in writing of the nature of the noncompliance.

## VII. NON-SOLICITATION OF EMPLOYEES

Agency and Agency Personnel shall not, during the term of this Master Agreement and for a one (1) year period thereafter, acting alone or in conjunction with others, directly or indirectly, induce or attempt to influence any employee of a Participating Institution to terminate his or her relationship with the Participating Institution. Participating Institutions may, however, without cost to the Participating Institution, hire the Agency Personnel within thirty (30) days of the most recent completed assignment by Agency Personnel after the Agency Personnel has completed one of the following:

- A. The current assignment; and the Agency Personnel has worked a minimum of five hundred twenty (520) hours at the Participating Institution through the Agency;

- B. A thirteen (13) week long term assignment of a minimum of four hundred and sixty-eight (468) hours; or
- C. Any other arrangement can be agreed upon between the Participating Institution and Agency.

## VIII. TERMINATION

### A. Termination of Agreement

1. Termination for Cause. OHA Solutions or Agency shall have the right to terminate this Master Agreement for any material breach of the terms or conditions of the Master Agreement by the other party upon thirty (30) days advance written notice to the other party setting forth the nature of the breach, provided that the party receiving such notice has not corrected the stated breach (if such breach is capable of correction) within thirty (30) days after written notice has been given or, if the nature of such breach is such that correction is not possible within thirty (30) days, then a plan for the correction of the breach satisfactory to the non-breaching party has been commenced and promptly implemented. This Master Agreement will continue in full force and effect thereafter with respect to any Agency Personnel then providing services to Participating Institution under this Master Agreement and will not terminate with respect to such Agency Personnel until his or her assignment is completed, unless such Agency Personnel is otherwise terminated in accordance with the terms of this Master Agreement. Material breach shall include, but not be limited to, the following:
  - a. OHA Solutions' dissatisfaction with Agency or any Agency Personnel's performance of any services under this Master Agreement, including, but not limited to, the sufficiency or manner of Agency's participation in a Participating Institution's Quality Improvement, Corporate Compliance and Corporate Integrity Programs.
  - b. Any action or conduct of Agency or any Agency Personnel that, in OHA Solutions' or a Participating Institution's judgment, compromises patient care or safety.
  - c. Any failure by Agency or any Agency Personnel or agents thereof to satisfy the terms and conditions of this Master Agreement.
2. Immediate Termination Notwithstanding any other provision of this Master Agreement, OHA Solutions may immediately terminate this Master Agreement with Agency with written notice to Agency upon the following:
  - a. Revocation, restriction, suspension or termination of an Agency Personnel's nursing or other professional license as a final act of any state nursing or other professional licensing authority.
  - b. Failure of Agency to maintain insurance required under this Master Agreement.
  - c. Failure to comply with audit requests as outlined in this Master Agreement or to timely correct any deficiencies discovered during any audit.
  - d. The suspension, exclusion, debarment or sanction of Agency or any Agency Personnel or agent under the Medicare Program, any Medicaid Programs, or any other federal program for the payment or provision of medical services or listing of an Agency Personnel or agent by a federal or state agency as barred, excluded or otherwise ineligible for federal program participation, or Agency Personnel's or agent's conviction of an offense related to health care.
  - e. A breach of a representation or warranty contained in Section VI.

- f. Agency's general assignment for the benefit of creditors, Agency's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Agency.
- g. Agency engages in the same or substantially similar material breach for which Agency previously received written notice from OHA Solutions pursuant to Section IV(A)(1).
- h. Agency receiving consistently poor reviews and remaining in Tier Two as provided in Section III(C).
- i. As otherwise provided for in this Master Agreement.

OHA Solutions may, in its sole discretion, require that any Agency Personnel in violation of sections (a), (c) and (d) be excluded from providing services pursuant to this Master Agreement in lieu of termination of this Master Agreement. Failure by Agency to cause such Agency Personnel to be excluded from providing services pursuant to this Master Agreement shall constitute a material breach.

**B. Termination of Participating Institution**

Agency acknowledges that OHA Solutions may have the authority to terminate the participation of any Participating Institution in the Staffing Program.

**C. Effect of Termination of Agency**

A Participating Institution is responsible for fulfilling all of its obligations with respect to all Agency Personnel on assignment at the time of termination. Despite any termination hereunder, the Agreement shall survive for purposes of enforcing remaining duties and/or other obligations of the respective parties arising due to acts or omissions occurring prior to termination.

**IX. INSURANCE**

**A. Types of Insurance.** Agency shall maintain the following types of insurance coverage.

- 1. **Workers' Compensation.** Agency shall maintain Workers' Compensation insurance in accordance with laws and regulations of the State of Ohio and any other applicable state for all Agency Personnel performing services in Ohio and any other applicable state.
- 2. **Commercial General Liability.** Agency shall maintain Commercial General Liability insurance, written by a carrier acceptable to OHA Solutions, covering Agency, all Agency Personnel or agents for bodily injury, personal injury or property damage claims arising out of the premises, products, activities or operations of the Agency under this Master Agreement. Such insurance shall have minimum limits of liability of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate. If such insurance is claims-made coverage, and the coverage is cancelled, suspended or otherwise interrupted for any reason, Agency shall secure an extended reporting endorsement or tail coverage to provide for continuous coverage with limits of liability as set forth above. Such coverage and any reporting endorsement tail coverage shall be provided for the duration of the applicable statute of limitations.
- 3. **Professional Liability.** If Agency offers clinical or direct health care providers as identified on Attachment 2, Agency shall maintain Professional Liability insurance, including Medical Professional Liability & Medical Malpractice coverage, written by a carrier(s) acceptable to OHA Solutions, covering Agency, all Agency Personnel or agents for acts and omissions related to obligations under this Master Agreement. Such

insurance shall have minimum limits of liability of one million dollars (\$1,000,000) per occurrence/three million dollars (\$3,000,000) aggregate. If such insurance is claims-made coverage, and the coverage is cancelled, suspended or otherwise interrupted for any reason, Agency shall secure an extended reporting endorsement or "tail" coverage to provide for continuous coverage with limits of liability as set forth above. Such extended reporting coverage shall be provided for the duration of the applicable statute of limitations. Professional Liability is required for all clinical job types as identified on Attachment 2.

4. Professional Errors & Omissions. Agency shall maintain Errors and Omissions Liability insurance, written by a carrier(s) acceptable to OHA Solutions, covering Agency, all Agency Personnel or agents for acts and omissions related to obligations under this Master Agreement. Such insurance shall have minimum limits of liability of one million dollars (\$1,000,000) per occurrence/three million dollars (\$3,000,000) aggregate. If such insurance is claims-made coverage, and the coverage is cancelled, suspended or otherwise interrupted for any reason, Agency shall secure an extended reporting endorsement or "tail" coverage to provide for continuous coverage with limits of liability as set forth above. Such extended reporting coverage shall be provided for the duration of the applicable statute of limitations.

**B. Claims-Made or Occurrence Policy**

Each liability insurance policy must define for Agency whether coverage applies to claims filed during the policy period (retroactive) or whether claims arise out of occurrences that take place during the policy period, regardless of when the claim is filed.

**C. Notification of Insurance Change**

Agency shall provide at least thirty (30) days advanced written notice to Participating Institutions and to OHA Solutions if any of the above-mentioned insurance coverage is limited, cancelled, suspended, interrupted or materially altered in any way.

**D. Certificate of Insurance**

For insurance identified under Section IX.A., Agency shall provide OHA Solutions with certificates evidencing and sufficiently describing such coverage. OHA Solutions shall be the insurance certificate holder under each such insurance policy. The insured stated on the certificate of insurance will be the same company name identified on the signature page of this Master Agreement or any exceptions such as "DBA" clearly identified and noted on the certificate of insurance. Certificates shall be updated in the Application Service upon renewal of each type of insurance as listed in Section IX.A.

**X. INDEMNITY**

A. Agency shall indemnify and hold harmless OHA Solutions, SHIFTSWISE and Participating Institutions, their members, shareholders, directors, officers, employees, agents, successors and assigns against all actions, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from any intentional or negligent acts, errors, omissions or statutory violations of Agency or Agency Personnel while engaged in the fulfillment of this Master Agreement at the time of the event or occurrence upon which such action, claim or demand is based.

B. Agency shall indemnify and hold harmless OHA Solutions, SHIFTSWISE and Participating Institutions, their shareholders, directors, officers, employees, agents, successors and assigns

against all actions, claims and demands whatsoever, including costs, expenses and reasonable attorneys' fees resulting from the Agency's failure to pay wages, workers' compensation, and any all state and federal taxes (including, but not limited to, all withholding taxes and unemployment taxes) arising out of or related to the employment of the Agency Personnel, and benefits, if applicable.

- C. Agency shall indemnify and hold harmless OHA Solutions, SHIFTSWISE and Participating Institutions, their shareholders, directors, employees, officers, agents, successors and assigns for the costs and expenses of the follow-up care, testing and counseling for any Agency Personnel who may receive an injury, infectious disease or a biohazard exposure (including any costs caused from prophylactic treatment or any complication from the treatment or therapy). Following a report of an exposure incident involving Agency Personnel, Agency will immediately make available to the exposed individual(s) a confidential medical evaluation and follow-up and will keep and maintain the records required by applicable law.
- D. OHA Solutions shall indemnify and hold harmless Agency, its shareholders, directors, officers, employees, agents, successors and assigns against all actions, claims and demands whatsoever, resulting from any intentional or willful acts or omissions of OHA Solutions or its employees or agents while engaged in the fulfillment of OHA Solutions' responsibilities under this Master Agreement at the time of the event or occurrence upon which such action, claim or demand is based. For purposes of this Master Agreement, Participating Institutions shall not be deemed agents of OHA Solutions.
- E. OHA Solutions will require that each Participating Institution shall indemnify and hold harmless Agency, its shareholders, directors, officers, employees, agents, successors and assigns against all actions, claims and demands whatsoever resulting from any intentional or willful acts or omissions of the Participating Institution or its employees or agents, excluding Agency Personnel, while engaged in the fulfillment of Participating Institutions' responsibilities under this Master Agreement at the time of the event or occurrence upon which such actions, claims or demands is based. For purposes of this Master Agreement, OHA Solutions shall not be deemed an agent of Participating Institutions.
- F. The provisions of Sections VII and X shall survive the termination of this Master Agreement.

#### **XI. INDEPENDENT CONTRACTOR**

Agency agrees that nothing in this Master Agreement shall be construed as creating anything other than an independent contractor relationship among Agency, OHA Solutions, SHIFTSWISE and Participating Institutions (including their respective employees, contractors or affiliate entities). Agency shall be solely responsible for the payment or withholding of any federal or state income taxes, social security taxes, federal or state unemployment taxes, and all other taxes related to any payments made under this Master Agreement and for providing insurance coverage, including but not limited to, worker's compensation and unemployment compensation coverage to the Agency Personnel. Neither OHA Solutions nor Participating Institutions shall provide or be required to provide any benefits to Agency Personnel such as vacation or sick pay, life insurance, health insurance or retirement benefits. Neither OHA Solutions nor Participating Institutions shall provide insurance coverage, including but not limited to, workers' compensation coverage or unemployment coverage for Agency Personnel.

## **XII. USE OF NAME**

Agency shall not use or imply the name of OHA Solutions, Ohio Hospital Association or any Participating Institution in connection with any advertising, public relations or recruitment without the prior written consent of OHA Solutions' Chief Executive Officer and, as applicable, any Participating Institution.

## **XIII. CONFIDENTIAL INFORMATION**

### **A. General Confidential Information**

Agency agrees to keep confidential, and to ensure that Agency Personnel and agents keep confidential by taking all reasonable steps necessary (including requiring Agency Personnel to agree in writing to these same terms in Section XIII of the Master Agreement) OHA Solutions' and each Participating Institutions' Confidential Information including without limitations, compliance with confidentiality requirements under applicable federal and state laws and regulations and Participating Institutions' policies and procedures. Agency agrees that Participating Institutions' Confidential Information includes, but is not limited to: patient information, business information, computer passwords and access codes, and contract terms, as well as confidential information provided to a Participating Institution by vendors and third parties. Agency agrees to use, and to ensure that Agency Personnel and agents use OHA Solutions' and Participating Institutions' Confidential Information only as necessary to provide the services required under this Master Agreement. Agency agrees to notify OHA Solutions and any applicable Participating Institution of any breach of this paragraph and to take prompt corrective action to minimize the potential injury and to reimburse all costs and expenses associated with any actual injury to OHA Solutions or Participating Institution, its patients, or business partners. Agency further agrees to indemnify and hold harmless each Participating Institution and OHA Solutions from any claims or suits arising out of or related to any breach of this paragraph. Any breach of this paragraph is grounds for immediate termination of this Master Agreement. This provision shall survive termination of this Master Agreement.

### **B. Protected Health Information**

As of the effective date of this Master Agreement and after analysis of relevant HIPAA provisions, the parties have concluded that neither will be a Business Associate of the other based on the provisions of this Master Agreement. If it is determined at a future time that this Master Agreement does create such a Business Associate relationship, the parties will work together in good faith to agree within thirty (30) days on a mutually acceptable amendment to this Master Agreement that satisfies the requirements of the HIPAA regulations applicable to Business Associates. While the parties agree that any relationship among Agency, OHA Solutions and ShiftWise does not meet the definition of Business Associate as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and Privacy Standards promulgated pursuant thereto, such conclusion does not apply to the relationship of Agency's provision of services to a Participating Institution receiving services as a result of this Master Agreement. Agency agrees that Participating Institution and Agency are responsible for the separate review of their relationship to insure that the necessary documentation, agreements or procedures are in place to meet the requirements of HIPAA, specifically those requirements contained in 45 C.F.R. § 164.504(e). Further, Agency acknowledges and agrees that Agency expressly authorizes ShiftWise to release and/or otherwise communicate any protected health information Agency enters or inputs into the ShiftWise™ Product(s) to Participating Institutions using the Application Service to place orders for Agency Personnel from Agency

or to otherwise access information regarding Agency's staffing services and/or potential or actual staff placements at such Participating Institutions.

**C. Confidential Information Documented in Application Service**

For purposes of this subsection, "Confidential Information" also means all confidential and proprietary information of either party or of any third party disclosed by one party to the other, which in the case of written information may, but not necessarily will be, marked "confidential" or "proprietary," and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary and expressly includes ShiftWise™ Product(s) and the terms of this Master Agreement. OHA Solutions and ShiftWise specifically acknowledge that Agency Personnel identities, names, addresses, phone numbers, pay rates, and labor rates are Confidential Information. In addition, information and data which contains protected health information or which by its nature the receiving party knows or reasonably should know is confidential is Confidential Information. OHA Solutions, ShiftWise and Agency acknowledge and agree that any information and data that ShiftWise, Agency, or any third party inputs into the ShiftWise™ Product(s) or that is generated by the ShiftWise™ Product(s) is Confidential Information. Each party must hold the other party's Confidential Information in confidence and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information. Confidential Information may only be used for exercising rights and fulfilling obligations under this Master Agreement.

**D. Exceptions to Nondisclosure Obligations.**

The obligations of this section do not apply to (1) information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, (2) is or becomes a matter of public knowledge through no fault of the recipient, (3) is rightfully received by the recipient from a third party without a duty of confidentiality, (4) is independently developed by the recipient without reliance on the Confidential Information, (5) is disclosed under operation of law, (6) is disclosed as non-specific, aggregated labor rate data, or (7) is disclosed pursuant to bona fide business discussions with current or prospective Participating Institutions. Either party may disclose the name of the other party and the existence of this Master Agreement, but not its terms, without the advanced, written consent of the other party.

**XIV. NOTICE**

Unless otherwise provided herein, whenever any notice, demand or consent is required or permitted under this Master Agreement, such notice, demand or consent shall be given in writing and delivered in person, or sent by facsimile, or mailed, certified or registered mail, with postage prepaid, to addresses set forth below unless a different address is specified in writing by either party. Such notice, demand or consent shall be deemed effective when sent or when delivered in person.

To: OHA Solutions Staffing Program  
155 E. Broad St., 15<sup>th</sup> Floor  
Columbus, Ohio 43215-3620  
Attention: Amy Andres, Vice President, Data Services

To: Agency [based on contact information shown on signature page]

All notices, demands or consents sent to Agency or a Participating Institution shall be sent to the address set forth on the Administrative Contact List provided to Agency and Participating Institutions after contract award.

**XV. ACCESS TO BOOKS AND RECORDS**

Agency shall, until the expiration of seven (7) years after the providing of services pursuant to this Master Agreement, retain all of its books, documents and records, which are necessary to certify the nature and extent of all costs and sums paid by or to Participating Institutions under this Master Agreement. Such books, records and documents shall be made available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, OHA Solutions, or Participating Institution on request. In addition, to the extent Agency is permitted by this Master Agreement to use subcontractors to provide the services required by this Agreement, Agency shall include a provision in its contracts with subcontractors to require such subcontractors comply with all the Agency's obligations and responsibilities under this Master Agreement, including but not limited to, retaining their necessary books, records and documents for seven (7) years and disclosing such books, records and documents to the Secretary of Health and Human Services, the Comptroller General, their designated representative(s), OHA Solutions or Participating Institutions.

**XVI. GOVERNING LAW**

The validity, construction and effect of this Master Agreement shall be governed by the laws of the United States and the State of Ohio. Franklin County (including the federal court within which Franklin County is included in its jurisdiction) shall be the sole venue for any disputes among and between the parties arising out of this Master Agreement.

**XVII. EFFECT OF LAW**

If any legislation, regulation or government policy is passed or adopted, or if applicable laws, regulations or policies are interpreted in a manner that would materially affect OHA Solutions' business or the implementation of this Master Agreement as written, OHA Solutions shall provide notice of such law, regulation or policy to Agency and the parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Master Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, OHA Solutions or Agency may terminate this Master Agreement on thirty (30) days advance written notice. Further, if at any time before the expiration of this Master Agreement, any federal, state or local regulatory body, including but not limited to the Centers for Medicare and Medicaid Services, the Department of Health and Human Services or the Internal Revenue Service determines that this Master Agreement is illegal or jeopardizes the tax-exempt status of any OHA Solutions affiliates or the tax-exempt status of any Participating Institution, as applicable, or otherwise materially affects any party's business, OHA Solutions may, in its sole discretion, immediately terminate this Master Agreement with such notice as it deems appropriate.

**XVIII. ASSIGNMENT**

Neither OHA Solutions nor Agency shall assign this Master Agreement without the advance written consent of the other party.

**XIX. LIMITED AGREEMENT; NON-EXCLUSIVITY**

This Master Agreement is limited to the Participating Institutions posted on the OHA Solutions website: [www.ohasolutions.com](http://www.ohasolutions.com), as well as in the Application Service. OHA Solutions may, in its sole discretion, add or delete Participating Institutions at any time. Participating Institution may also contract with other registries or temporary staffing organizations. Neither OHA Solutions nor any Participating Institution provides any guarantee, implicit or express, of volume of services to be requested by a Participating Institution.

This Master Agreement is not an exclusive arrangement among Agency or OHA Solutions. OHA Solutions may, in its discretion, contract with other registries or temporary staffing organizations on behalf of Participating Institutions at any time subject to the bidding procedures described in this Master Agreement and on requirements and conditions substantially similar to this Master Agreement. OHA Solutions shall make reasonable efforts to establish terms for those other agreements so that the terms of this Master Agreement and all other agency arrangements shall coincide. Agency may, in its sole discretion, contract with other staffing programs or customers.

**XX. AMENDMENT**

This Master Agreement may only be amended in writing at any time by the mutual written agreement of both parties signed by the parties' Chief Executive Officer or Chief Executive Officer's designee.

**XXI. WAIVER**

Any waiver by any party of any act, failure to act or breach, on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act or breach by such other party.

**XXII. THIRD PARTY BENEFICIARY**

Participating Institutions are an intended third party beneficiary to this Master Agreement and are entitled to compel Agency's performance under this Master Agreement.

**XXIII. LICENSE GRANTS AND LIMITATIONS**

- A. **Grant.** OHA Solutions grants to Agency a non-transferable and non-exclusive right and license to use the Application Service under the terms of ShiftWise's standard end-user license; no right is given to Agency or any third party, to copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any ShiftWise™ Software (including source and object code), sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the ShiftWise™ Product(s). Agency must accept the terms of the ShiftWise™ End User License Agreement prior to using the Application Service. Agency agrees not to modify the ShiftWise™ software in any manner or form, or to use modified versions of the ShiftWise™ software, including, without limitation, for the purpose of obtaining unauthorized access to the Application Service.

**B. Limitations.** All rights not expressly granted herein are reserved by ShiftWise. Further, Agency agrees not to copy, market or distribute the ShiftWise™ Product(s) or derivative works of the ShiftWise™ Products(s).

**C. Proprietary Rights.** Except as expressly provided for in Section XXIII. A. of this Master Agreement, ShiftWise and/or its licensors retain any and all right, title and interest in and to the ShiftWise™ Product(s). This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of ShiftWise. Agency receives no rights to and will not sell, assign, lease, market, transfer, encumber or suffer to exist any lien or security interest on any ShiftWise™ Products, nor will Agency take any action that would cause any ShiftWise™ Product(s) to be placed in the public domain. Agency will not remove, or allow to be removed, any ShiftWise copyright, trade secret or other proprietary rights notice from any ShiftWise™ Product(s). Agency will not make any warranties with respect to any ShiftWise™ Product(s) beyond those made to Agency by OHA Solutions and ShiftWise under this Agreement.

The ShiftWise™ Product(s) provided are commercial computer software products developed exclusively at private expense, and in all respects are proprietary data belonging to ShiftWise or its licensors.

**D. Warranty - Operation.** For as long as Agency uses the Application Service to place Agency Personnel, ShiftWise, warrants that the Application Service will operate in accordance with the specifications, documentation, and final release information concerning the capabilities, functions and features of the Application Service, that have been provided to Agency.

**NO OTHER WARRANTIES.** OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION AND IN THE END USER LICENSE AGREEMENT, THE SHIFTWISE™ PRODUCT(S) AND THE ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. OHA SOLUTIONS AND SHIFTWISE FURTHER DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OHA SOLUTIONS AND SHIFTWISE DO NOT WARRANT THAT THE SHIFTWISE™ PRODUCT(S) WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFTWISE™ PRODUCT(S) AND ACCOMPANYING WRITTEN MATERIALS REMAINS WITH AGENCY. EXCEPT FOR CAUSES OF ACTION OR DAMAGES ARISING OUT OF A CLAIM THAT THE SHIFTWISE™ PRODUCT(S) INFRINGE(S) A THIRD PARTY'S PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS, OHA SOLUTIONS' AND SHIFTWISE'S LIABILITY FOR ANY CAUSE OF ACTION OR DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFTWISE™ PRODUCT(S) SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO OHA SOLUTIONS OR SHIFTWISE BY AGENCY FOR USE OF THE APPLICATION SERVICE.

**XXIV. EXCUSABLE DELAYS**

Neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency and shortage of materials.

**XXV. AUTHORITY; SIGNATURE.**

The individuals executing this Master Agreement acknowledge and agree, by signature, the authority to execute this Master Agreement

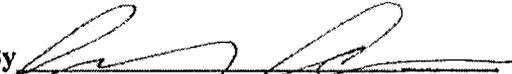
**SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth below.

Medical Staffing Options, Inc.  
Agency

OHIO HEALTHCARE PURCHASING,  
INC., doing business as "OHA  
SOLUTIONS"

By Robert A. Gammill

By 

Robert A. Gammill  
Print Name

Amy Andrews  
Print Name

President  
Title

VP of Data Services  
Title

2/15/12  
Date

4/1/12  
Date

**Agency Contact Information:**

Phone: 614-318-0161

Email: bgammill@gammillgroup.com

Attn.: Bob Gammill

Attachment 1

RATE STRUCTURE

Rates are set forth by each Participating Institution in the Application Service. Any exceptions or other pricing options must be created as an "offer" in the Application Services and accepted by the Participating Institution and the Agency.

Position	Base Hourly Rate	Standard Base Rate Add-On Offer	Standard Travel Rate	Holiday* or Call-Back or Overtime Rate	On-Call Rate	Weekend Differential or NOC Differential Rate
	Through the Application Service, the base rate is set by each Participating Institution	Through the Application Service, agency may offer to Participating Institution an add-on of up to five dollars an hour in addition to the base rate, if personnel are not found available for the Base Hourly Rate.	Travel Rate of a six dollar an hour add-on is for assignments in which Agency is obligated to pay travel and housing allowances.	All other rates are multiplied by or added to the Base Hourly Rate as required.		
Job Type & Specialty	[to be determined by Agency and Participating Institution through Application Service]	[to be determined by Agency and Participating Institution through Application Service]	[to be determined by Agency and Participating Institution through Application Service]	[to be determined by Participating Institution through Application Service]	[to be determined by Participating Institution through Application Service]	[to be determined by Participating Institution through Application Service]

**\* — Pursuant to applicable labor laws, employees who are not exempt from overtime pay requirements must be paid at 1.5 times his/her regular rate of pay by Agency as the employer.**

**OHA SOLUTIONS STAFFING PROGRAM  
GENERAL HOLIDAY PAY POLICY**

VARIATIONS TO THIS POLICY ARE SET BY EACH INDIVIDUAL PARTICIPATING INSTITUTION

**Time Frames**

Holiday					
New Year's Day	Memorial Day	July 4 <sup>th</sup>	Labor Day	Thanksgiving Day	Christmas Day
12/31-1/1 7pm-7pm	7am day of until 7am day after	7/4-7/5 7am-7am	7am day of until 7am day after	Eve to Thanksgiving day 7pm-7pm	12/24-12/25 7pm-7pm

## Attachment 2

### Clinical / Direct Patient Care

Abd/OB Sonographer  
Anesthesiologist Assistant  
Angiographer  
Cardiac Cath Radiographer  
Cardio Vascular Tech  
Cat Scan Tech  
Certified Surgical Asst  
Clinical Laboratory Scientist  
CMA  
CNA  
COTA  
CRNA  
Cyto-Technologist  
Dental Assistant / Hygienist  
Dialysis Tech  
Echocardiographer  
EEG Tech  
EMT  
ER Tech  
General Radiographer  
Histology Tech  
Interventional Angiographer  
Interventional Technologist  
LPN  
LVN  
Mammographer  
Medical Assistant  
Medical Lab Tech  
Nuclear Medicine  
Nurse Practitioner  
Occupational Therapist  
OR Tech  
Pain Therapist  
Pathology Assistant  
PCT  
Pharmacist  
Pharmacy Assistant / Technician  
Phlebotomist  
Physical Therapist  
Physical Therapy Assistant  
Physician Assistant  
Rad Tech  
Radiation Therapy  
Registered Dietitian  
Registered Vascular Technologist  
Respiratory Therapist  
RN  
Sitter  
Sleep Technologist  
Sonographer  
Speech Language Pathologist / Therapist  
STNA  
Surgical Technician  
Vascular Sonographer

### Non-Clinical / Not Direct Patient Care

Accounting / Accounts Payable  
Call Center  
Claims / Billing  
Clerical / Clerk  
Customer Service Representative  
Data Entry / DBA  
Dietary/Nutrition Worker  
Environmental Services  
Groundskeeper  
Help Desk Support  
Health Information Management  
Housekeeping  
Information Technology  
Laundry Worker  
Maintenance / Equipment Tech  
Medical Records / Transcriptioner  
Office Assistant  
Patient Services / Patient Finance  
Receptionist / PBX Operator  
Secretary / Unit Secretary  
Social Worker  
Valet / Transportation Services

Effective Date: 12/03  
Last Review Date: 03/2011  
Approval Signatures on file: \_\_\_\_\_

---

UNIVERSITY HOSPITAL/ROSS HOSPITAL/UNIVERSITY HOSPITAL EAST,  
DIVISION OF NURSING SERVICES

OSUMC PATIENT CARE STANDARDS OF PRACTICE

Policy     Procedure     Protocol     Guideline

---

TITLE:        INTRAVASCULAR ACCESS DEVICES, Peripheral and Central

**Hyperlinks within policy-Click directly on links below as needed:**

- A. [Peripheral Intravenous Access](#)
- B. [Ultrasound Guided Peripherally Inserted IVs \(PIV \)](#)
- C. [Peripherally Inserted Central Catheters \(PICC\).](#)
- D. [Subcutaneous Access Ports \(SCAP\)](#)
- E. [Central Venous Catheters \(CVC \)](#).
- F. [Injection / Access Caps](#)
- G. [Flushing and Heparinization](#)
- H. [Blood Sampling](#)
- I. [Appendix A-Phlebitis and Infiltration Scale](#)
- J. [Appendix B-Algorithm for Power Port Identification and Safety](#)

**POLICY STATEMENTS:**

The Registered Nurse (RN) is responsible for evaluation of patient response and management of all intravascular access devices.

1. Prior to central line use or initiation of therapy, radiographic confirmation of central catheter tip location should be obtained with a Licensed Independent Practitioners (LIP) order, including but not limited to the following:
  - immediately after device insertion
  - patient complaint of pain or discomfort associated with catheter
  - inability to aspirate blood from catheter
  - inability to freely flush the catheter
  - suspected catheter malposition  
(Level IV: A<sup>4</sup>)
- a. In the event of an emergency the line may be used immediately when radiographic confirmation is not possible. Radiographic confirmation must be done as soon as possible following the emergency.



- b. Patients admitted to the hospital from outside of OSUMC with a central vascular access device in place (excluding dialysis or hemapheresis catheters) must have tip location confirmed by chest x-ray, fluoroscopy or CT within 12 hours of admission. This does include PICC lines.
    - 1) If the patient is a readmission within 7 days, has a chest x-ray on file indicating proper placement, and there are no assessment parameters indicating malposition, re-xray is not necessary.
  - c. For patients transferred into OSUMC with current critical therapies infusing via central lines, the therapy should not be discontinued or held while waiting for radiographic confirmation, but radiographic confirmation should be obtained as soon as possible.
  - d. Femoral lines placed at OSU do not require a confirming x-ray. (Only femoral lines designated to go into the thoracic IVC would require the confirming film. OSU does not carry these or insert them.)
  - e. For patients receiving long-term/chronic therapies (ex: outpatient, recurrent/scheduled infusion services, etc.), repeat radiographic studies for catheter tip confirmation may be performed at periodic intervals unless suspected malposition is present, or catheter function is compromised. (see above). (*Level IV: A<sup>4</sup>*)
  - f. Patients discharged from UH and then readmitted same day to Dodd Hall who have PICC lines in place, will need evaluated for necessity of radiographic confirmation based on when PICC was placed, and how line is functioning at time of admission. For any concerns regarding placement, radiographic confirmation should be obtained.
2. For all CVC line care including insertion, dressing changes and accessing SCAP's, staff will wear the proper PPE to maintain asepsis, which includes masks. The patient should wear a mask as appropriate. (*Level IV: A<sup>3, 10, 16</sup>*)
  3. The nurse should physically trace IV tubing by hand, from the IV bag to the pump and from the pump to the patient before connecting any new device or infusion (including administration of IV push medications, IVPB medications and saline flushes.) (*Level IV: A<sup>5</sup>*)
  4. Nursing staff should recheck connections and trace all tubing to their source upon the Patient's arrival or return to the unit. (*Level IV: A<sup>5</sup>*)

## **A. PERIPHERAL INTRAVENOUS ACCESS**

### **1. Site Selection**

- a. In adults, use an upper – instead of lower extremity site for catheter insertion. Site selection should be routinely initiated in the distal areas of the upper extremities and avoid areas of flexion. (*Level IV: A<sup>4</sup>*)
- b. Positive Displacement /Access Caps (ie: blue Flolink) are to be used on all IV lines.

- c. Initiation of an IV outside of the upper extremities by the nurse is highly discouraged. Other options should be considered such as placement of a PICC line, or a physician inserted central catheter. Veins of the lower extremities should not be used routinely in the adult population due to the risk of embolism or thrombophlebitis. *(Level IV: A<sup>4</sup>)*
- d. Therapies not appropriate for peripheral-short catheters include continuous vesicant therapy, parenteral nutrition, infusates with pH less than 5 or greater than 9, infusates with an osmolality greater than 600 mOsm/L. Choice of an alternate site due to inadvertent infiltration or extravasation of infusate(s) should require assessment as to type of infusate, pH and osmolality, estimated volume of the infusate, and vein condition. *(Level IV: A<sup>4</sup>)*

**2. Physician orders required for the following:**

- a. Insertion of peripheral IV in the lower extremity. *(Level III: A<sup>4</sup>)*  
If the nurse must start an IV outside of the upper extremities, it must be discontinued as soon as possible.
- b. Cannulation of an arm of patient who has undergone breast surgery requiring axillary node dissection, who may have existing fistulated access or other contraindications. *(Level IV: A<sup>4</sup>)*
- c. A qualified registered nurse from the ED or the STAT nursing team, who is proficient in infusion therapy and has completed specific competency training, may insert external jugular peripherally inserted intravenous catheters. *(Level IV: A<sup>12</sup>)*  
(Exception: OSUE STAT team does not perform this procedure)

**3. Insertion Procedure:** Link to Mosby's: Intravenous Therapy: Initiation ([Click here for link](#))

- a. Cleanse selected site with Chlorhexadine Gluconate solution (Chloraprep) using repeated back and forth strokes for 30 seconds and allow to dry prior to insertion (unless patient allergic). *(Level I: A<sup>13,17</sup>)*
- b. Use a transparent dressing at catheter insertion site. Document date and time of insertion and the patient's response to the insertion. Document number and location of attempts, type of catheter stabilization device and dressing, and identification of the persons inserting or assisting with inserting the device. *(Level IV: A<sup>4</sup>)*
- c. POWER rated (300 psi ) IVs and power rated extension tubing is the preferred product choice when initiating an IV on any patient who may require power injection of contrast media for CT scan. [Hyperlink to algorithm](#)

**4. Assessment, Care and Documentation**

- a. Transparent dressings should be changed at least every 96 hours or if integrity becomes compromised. *(Level III: A<sup>17</sup>)*
- b. Flush/Dwell peripheral lines with normal saline per physician's order). [Click here for link to Flushing guidelines](#)

- c. Use manufactured securement devices (e.g. Stat-lock™) on all non-sutured and non-tunneled intravascular access devices. (Level I: A<sup>8, 14, 19</sup>) Use of the device is expected for patients with an expected length of stay greater than 23 hours. During the admission process to an in-patient area, the nurse will convert IV site to include a manufactured securement device. For patients who can only tolerate paper tape, the nurse should use clinical judgment regarding use of the manufactured securement devices.
- d. Assess access site and document findings a minimum of every 8 hours. Nursing judgment should be used to increase frequency of assessment depending upon type of infusion and acuity of patient.

#### 5. Removal

- a. Peripheral IV sites – Change all peripheral venipuncture sites and cannulas at least every 96 hours and immediately upon suspected contamination. (Level I: A<sup>6, 17</sup>)
- b. The nurse may choose to wait longer than 96 hours based on nursing judgment when:
  - 1) No alternate site is available
  - 2) IV therapy to be discontinued within 24 hours
  - 3) An emergency appears imminent
  - 4) Without evidence of phlebitis / infiltration e.g. erythema, pain at site, swelling, blanched skin. Click here for reference: See the Phlebitis / Infiltration Scale (appendix A)
- c. Documentation of rationale to delay removal beyond 96 hours must occur daily.
- d. Upon removal of a peripheral IV, digital pressure must be applied at the site of insertion until there is no evidence of bleeding.
- e. Cover site as appropriate.
- f. Document condition of the site and the patient response in the patient's medical record.

### B. ULTRASOUND GUIDED PERIPHERALLY INSERTED IVs (PIV)

#### 1. Insertion:

- a. **Only** registered nurses who have successfully completed the required educational components at OSUMC will be permitted to insert a peripheral IV using ultrasound guidance.
- b. PIVs placed with ultrasound will be noted as such and dated on the dressing to differentiate it from a superficial IV. Documentation of the IV status at time of placement will be provided in the patient chart utilizing the generated consult sheet and sticker. This documentation is provided by the RN placing the IV.

#### 2. Assessment, Care and Documentation

The assessment, care and documentation is the same as listed in Peripheral IV information in this policy for peripheral IVs without use of ultrasound for insertion.

### 3. Removal

Same as listed in Peripheral IV information in this policy for peripheral IVs without use of ultrasound for insertion.

## C. PERIPHERALLY INSERTED CENTRAL CATHETERS (PICC's), MIDLINE CATHETERS, EXTENDED LENGTH PERIPHERAL ULTRAFILTRATION CATHETERS

### 1. PICC Insertion

Only registered nurses who are members of the nursing PICC team and have successfully completed the required education programs at OSUMC will be permitted to insert PICC/ Midline/Extended Length Peripheral Ultrafiltration Catheters.

### 2. Procedure: [Click here for link to PICC Insertion Policy](#)

### 3. PICC Assessment, Care and Documentation

- a. The nurse is responsible for care and monitoring of the site, implementing interventions as necessary, and documenting observations and actions in the patient's permanent record.
- b. Assess access site and document every 8 hours in the patient's medical record.
- c. POWER PICCs allow rapid injection of contrast media for CT Scans. Personnel are responsible for knowing the maximal POWER injection rate(s), based on the type of catheter. POWER injectable PICCs are clearly labeled to differentiate them from all non-POWER injectable PICCs, listing the designated lumens and maximal rates appropriate for POWER injection directly on the catheter / clamp.
- d. POWER PICCs may be valved or non-valved, open or closed ended
- e. Discontinuation of therapy, including catheter length and condition, site appearance, dressing applied, reason for device removal and patient response should be documented.
- f. Dressings should be changed as follows:
  - Transparent semi-permeable membrane (TSM) dressings shall be changed at least every 7 days, or when the dressing becomes damp, loosened or soiled. (Level I: A <sup>17</sup>)
  - Gauze dressings (when used) shall be changed every 48 hours, or when they become damp, loosened or soiled. The integrity of gauze dressings must be maintained with an occlusive material. (Level I: A <sup>17</sup>)
  - An antimicrobial dressing with chlorhexidine gluconate (e.g. BIOPATCH™) shall be used (per manufacturer's guidelines) with weekly dressing change (unless patient allergic.)
- g. Dressings shall be changed immediately upon suspected contamination or when integrity of dressing is compromised. See dressing change procedure below.
- h. Catheters shall be stabilized in a manner that does not interfere with assessment and monitoring of vascular access sites or impede delivery of prescribed therapy. Use commercial stabilization device (i.e. STAT-Lock) and change weekly with dressing change and prn if integrity is compromised. (Level I: A <sup>4,6,19</sup>)
  - NOTE: Stabilization device may be "underneath" or "outside" occlusive dressing area. If "underneath", use sterile technique to apply; if "outside", use aseptic technique to apply.
  - NOTE: If sterile surgical strips are used, apply only to catheter white wing and not directly on catheter – skin junction site. (Level IV:A <sup>6</sup>)

- i. Use aseptic / sterile technique as indicated below and observe standard precautions throughout procedure.
  - j. Assess PICC / Midline, dressing, and area surrounding catheter frequently for:
    - Pinholes, cuts, or tears to the external portion of catheter extending from catheter-skin junction to hub of catheter.
    - Leaking or wet dressing during infusion or flushing
    - Ipsilateral swelling of extremity
    - Patient complaint of pain or extremity discomfort
- 4. Nursing Interventions if PICC or Midline catheter rupture is suspected:**
- Immediately clamp / occlude catheter proximal to damaged portion of catheter
  - Notify physician immediately
  - Obtain physician's or authorized prescriber's order to repair damaged catheter, if appropriate
  - Notify PICC Team or STAT RN (only for OSU/Ross Heart Hospital patients) if order received to repair catheter:
- 5. PICC Dressing Change Procedure**
- a. Wash hands
  - b. Assemble equipment
  - c. Don mask and sterile gloves
  - d. Remove dressing from PICC insertion site using one sterile gloved hand while securing the catheter with the other sterile gloved hand. Discard dressing.
  - e. Remove antimicrobial disk if present (ex: Biopatch™)
  - f. To ease removal of securing device, use alcohol swab stick or refer to manufacturers recommendations.
  - g. Remove soiled gloves. Don second pair sterile gloves.
  - h. Inspect site and catheter.
  - i. Disinfect catheter – skin junction as follows:
    - Using Chlorhexidine gluconate 3ml (i.e. Chloraprep®): Scrub area using friction for 30 seconds. Allow to dry.
  - j. Prepare the skin for the securing device (ex: Statlock™) using the included skin prep and allow to dry.
  - k. Apply a new sterile securing device (ex: Statlock™)
  - l. Apply a new antimicrobial disk (e.g. Biopatch™), unless patient allergic.
  - m. Stabilize catheter and apply dressing
  - n. Discard used supplies, remove gloves and wash hands
  - o. Label new dressing (Date, time, initials)
  - p. Document procedure in patient's permanent medical record.
- 5. PICC Removal: See Mosby's Central Venous Catheter Removal: ([Click here for link](#))**
- 6. PICC Repair: [Click here for link to PICC Repair Policy](#)**
- a. A physician's or authorized prescriber's order is required to repair a Peripherally Inserted Central Catheter (PICC) / Midline.
  - b. PICC / Midline repair may only be performed by a registered nurse who has been educated in and deemed competent to perform this procedure (i.e. PICC Team, STAT RN)

- c. ALL registered nurses are responsible for recognizing and reporting a PICC / Midline rupture.

#### D. SUBCUTANEOUS ACCESS PORTS (SCAP)

1. **Insertion:** Placed by an MD in a sterile environment.
2. **Procedure:**  
[Click here for link to Mosby's Vascular Access Device Care: Implanted Infusion Ports.](#)
3. **Assessment, Care and Documentation**
  - a. Assess and document the site for swelling, redness, irritation prior to accessing the SCAP-do not access if found.
  - b. Newly placed SCAPs should not be accessed for 24 hours after placement unless physician order to use.
  - c. RN's proficient in SCAP care may utilize SCAP.
    - a. Only non-coring needles (e.g. 90 degree angle Huber needle with extension tubing) may be used to access.
    - b. When the non-coring needle with extension tubing and dressing are left in place, it should be changed every 7 days.
  - f. POWER PORTS are indicated for power injection of contrast media during Contrast enhanced computed tomography ( CECT ) scans
  - g. Identifying a Patient with the Power Port :
    - 1) Check the patient's chart for a Power Port device patient record sticker
    - 2) Palpate top of port to identify three palpation points (bumps) on the septum, arranged in a triangle.
    - 3) Palpate the sides of the port to identify triangular port housing.
    - 4) Ask the patient. Patients with Power Port Implanted Port have received a special Patient Discharge Packet which includes, a patient identification card, ID bracelet and key ring to help remind them they have a Power Port device.
    - 5) Always verify the patient has a Power Port device by at least two means, and ensure it is accessed with a PowerLoc Safety Infusion Set, prior to injection.  
[See appendix B](#)
4. **Removal** - Done only by a physician in a sterile environment.

#### E. TEMPORARY OR PERMANENT CENTRAL VENOUS CATHETERS (CVC)

1. **Insertion Procedure: Mosby's Nursing Skills: Central Venous Catheter Insertion: Advanced Practice** ([Click here for link to CVC Insertion: Advanced Practice](#))
  - a. Temporary CVC's may be inserted by a physician or licensed practitioner with clinical privileges at the bedside using sterile technique and maximum full sterile barrier. For non emergent CVC placement, there should be four hands present for the bedside procedure. The four hands can include the individual performing the procedure as well as a nurse, nurse practitioner, or another physician. A medical student is not to be considered an assistant for the purpose of the four hands guidelines. Maximal sterile barrier precautions (cap, mask, sterile gown, sterile gloves, and large sterile drape) are required to reduce catheter related blood stream infections. ( Level I: A <sup>17</sup> )

- b. Staff in the room but not directly involved in the placement of the line, should be wearing a mask. Limit staff in the room when possible.
- c. Following placement, it is the RN's responsibility to assess the site and / or apply the occlusive dressing, place injection cap, flush all ports with an appropriate solution, wait for confirmation by chest x-ray prior to use, obtain order to use line by physician, and monitor the patient status.
- d. Document date and time of insertion and the patient's response to the insertion.

## 2. Assessment, Care and Documentation

- a. Link to Mosby's: [Click here for CVC: Site Care](#)
- b. The nurse is responsible for care and monitoring of the site, implementing interventions as necessary and documenting observations and actions in the patient's permanent record.
- c. Use an occlusive dressing (sterile gauze or sterile transparent, semi-permeable) for indwelling central venous catheters. (*Level I: A<sup>17,20</sup>*)
  - **Gauze dressings** should be changed every 48 hours or immediately if the integrity of the dressing is compromised. The integrity of gauze dressings must be maintained with an occlusive material. (*Level I: A<sup>17</sup>*)
  - **Transparent dressings** should be changed at least every 7 days or immediately if the integrity of the dressing is compromised. (*Level I: A<sup>17</sup>*)
- d. The RN, LPN or PCA (James Only) must document date and time of dressing application, appearance of site, patient complaints of tenderness / pain, and presence of sutures on the appropriate nursing documentation.
- e. All dressing must be labeled with the date and time of dressing application and RN's, LPN's, or PCA's (James Only) initials.
  - c. The CVC dressing change is considered a sterile procedure.
  - d. Dialysis RNs will change dressings only on dialysis days. If the dressing is soiled or compromised, or if the patient does not go to dialysis for greater than 72 hours, the nursing unit is responsible for the dressing change.
- h. Specific activity orders are required for patients with femoral catheters.

### PCA responsibilities at the James ONLY

- a. Dressing change for patients who have a sutured and or tunneled intravenous access device.
- b. PCA's are not permitted to change PICC or Mediport dressings
- c. Report to the assigned RN when dressing change will be completed to ensure inspection of the intravenous access device
- d. Report any abnormal findings to ensure assessment by the assigned RN. Document date and time of dressing change

## 3. Removal – Only the physician may remove a Permanent CVC.

- a. Temporary CVC Removal  
[Click here for procedure: Central Venous Catheters: Removal](#)
- b. Discontinuation of therapy, including catheter length and condition, site appearance, dressing applied, reason for device removal and patient response shall be documented in the patient's medical record.
- c. After catheter removal, the dressing should be changed and the access site assessed every 24 hours until the site is epithelialized. (*Level IV:A<sup>6</sup>*)

- d. Temporary CVCs may be removed by an RN upon written order of the physician.  
(Exception: only Dialysis/CRRT/Apheresis RNs may remove temporary hemodialysis/apheresis catheters )
- e. Following removal, femoral catheter sites require a pressure dressing for 24 hours. Check pedal pulse with vital signs.

## F. INJECTION / ACCESS CAP

### Policy Statements:

- a. Injection or access caps attached to a catheter shall be of Leur-Lok™ design. (Level IV: A<sup>6</sup>)
- b. Positive Displacement /Access Caps e.g. Flolink® to be used on all IVs
- c. To prevent entry of organisms into the vascular system, the injection / access cap should be aseptically cleansed using friction with an antiseptic solution (alcohol or chlorhexidine) for 15 seconds immediately prior to use. Allow to dry. Antiseptic solutions in a single-use package should be used. (Level IV: A<sup>4,6</sup>)
- d. Change, using a new sterile injection / access cap, at least every 7 days or immediately if integrity is compromised. . (Level IV: A<sup>4,6</sup>)

## G. FLUSH/DWELL (Click here for link to Flush/Dwell Guidelines, Pharmacy Site)

### Policy Statements:

- a. Intravascular access devices shall be flushed to promote and maintain patency and prevent the mixing of incompatible medications and solutions. (Level IV: A<sup>4</sup>)
- b. A physician's order is required specifying the concentration and volume of saline flushes and dwell solutions.
- c. Temporary and Permanent hemodialysis catheters are for **DIALYSIS USE ONLY** with the exception of the middle port. Staff nurses may use the middle port.
- d. Following administration of solutions and / or medications, and the withdrawal of blood samples, the catheter lumen(s) must be flushed with saline prior to instilling dwell solution.  
Note: some medications (ex: Amphotericin B) are incompatible with saline and therefore must be flushed with D<sub>5</sub>W prior to dwelling the catheter.
- e. The frequency and volume of dwell solution required for intermittent infusions varies with type and purpose of catheter. Click here for link to flushing guidelines
- f. If resistance is met or absent blood aspirate is noted, the nurse should take further steps to assess patency of the catheter prior to the administration of IV fluids or medications. (Level IV: A<sup>6</sup>)
- g. Do not use smaller than a 10 ml syringe for flushing/instilling dwell solution to all central vascular access devices. Maintain positive pressure when flushing lines. (Level IV: A<sup>6</sup>)

## H. BLOOD SAMPLING

### 1. General Guidelines

- a. Maintain Universal Precautions during blood withdrawal procedure.
- b. Use aseptic technique.
- c. Prevent air from entering line.
- d. Blood withdrawal should be done slowly to ensure complete removal of all intraluminal fluid.  
This will assure an accurate blood sample and removal of heparinized blood

- e. Blood should not be withdrawn from CVC's using a needle through an injection cap. The blue FloLink™ cap should be left in place when withdrawing blood for samples as a needleless system. (Level IV: A<sup>1</sup>)
- f. Vacutainers have been shown to collapse the catheter, particularly if the catheter is silicone and are discouraged from use on PICC's.
- g. Never use excessive force when flushing CVC's. (Level IV: A<sup>2</sup>)
- h. For patient's receiving IV Heparin, an anti-coagulant therapy, the following procedure is required prior to drawing routine coagulation studies such as, PTT's.
  - When drawing specimen from the site where the heparin therapy is being delivered, the heparin infusion needs to be off for a minimum of 10 minutes. Discard the amount of volume specific to the infusion catheter plus an additional 1 ml must be discarded.
  - If it is necessary to draw the specimen from a peripheral line, which must be opposite side of the body the heparin is infusing, discard the amount of volume specific to this line plus an additional 1 ml.

## 2. Lumen Considerations:

- a. Use most proximal lumen when drawing from double or triple lumen catheters. When using double or triple lumen catheters, clamp all lumens not being used for blood withdrawal and shut off all fluids (except vasoactive drips) for at least 1 minute before withdrawing blood sample. (Level IV: A<sup>2</sup>)
- b. DO NOT draw blood samples from the blue port of a double lumen hemodialysis catheter unless ordered by a nephrologist. The nurse may use the middle port (pigtail) of a triple lumen hemodialysis catheter for any blood draws or IV fluid.

## 3. Discard Considerations:

- a. Draw 5ml of blood for DISCARD before obtaining blood samples for all laboratory tests *except* blood cultures. No discard is required when drawing blood cultures, however, the cultures must be drawn through a new sterile access cap. ([Click here for link to Blood Cultures Policy](#)) Discard only 5 ml of blood when drawing from a PICC.
- b. A new sterile syringe should be used when drawing PT, PTT, or blood for other coagulation studies.
- c. DO NOT draw blood from a heparinized line if the patient has a coagulation disorder.
- d. It is recommended that collection of blood for coagulation testing through intravenous lines that have been previously dwelled with heparin should be avoided. If blood must be drawn through an intravascular access device, withdraw 5 ml blood and discard. Then proceed with sample collection.-(Level V: A<sup>3</sup>)

## 4. Obtaining blood cultures from a central intravascular access device: [Click here for link to OSUMC Nursing Policy: Blood Cultures, Obtaining](#)

## 5. If difficulty drawing blood samples:

- a. Attempt to flush line with 0.9NS prior to obtaining specimen
- b. Reposition patient -turn on side /arms above head/Trendelenberg position/ etc
- c. Have patient take a deep breath or cough.

## 6. Document:

- a. Blood specimens are to be labeled in the presence of the patient.

- b. Volume and concentration of saline/dwell solution used
- c. Lumen(s) utilized
- d. Patient response to procedure

**SUPPORTING POLICIES (links):**

**Nursing:**

Intravenous Therapy

Blood Cultures, Obtaining

**Helpful Resources:**

**OSUWMC Clinician's Guide to Central Venous Catheter (CVC) Placement and Documentation of Procedure located at link below:**

<https://onesource.osumc.edu/sites/ebm/Documents/Guidelines/CentralVenousCatheterPlacement.pdf>

The John Hopkins Nursing Evidence-based Practice Rating Scale

**General References**

1. Baxter Healthcare Corporation. (2008). Medication Delivery. Baxter FLOLINK Letter. (personal communication). October 2, 2008.
2. Camp-Sorrell, D. Ed. (2004). ONS Access Device Guidelines: *Recommendations for Nursing Practice and Education*. Pittsburgh, PA: Oncology Nursing Society.
3. Gorski, L.A., (2008). Standard 45: Implanted Pumps. *Journal of Infusion Nursing*. 31 (1) January/February.
4. Infusion Nurses Society Policies and Procedures for Infusion Nursing, INS (2006). 3<sup>rd</sup> Edition.
5. Joint Commission (2006). JCAHO Sentinel Event. *Alert on Dangerous Tubing Misconnections*. <http://www.JointCommission.org>
6. Journal of Infusion Nursing. (JIN) (January/February 2006). *Infusion Nursing Standards of Practice*. 29(S1-S79), Lippincott, Williams & Wilkins.
7. Ohio Board of Nursing (2007). 4723-13-05 Criteria and standards for a licensed nurse delegating to an unlicensed person; Accessed 4/2009 at <http://codes.ohio.gov/oac/4723-13>
8. Occupational Safety and Health Administration. Securing Medical Catheters. OSHA fact sheet. Available at: [http://www.osha.gov/SLTC/bloodborne pathogens/factsheet\\_catheters.pdf](http://www.osha.gov/SLTC/bloodborne pathogens/factsheet_catheters.pdf) Accessed September 2005
9. OSUMC Clinical Labs Guidelines (1/20/2009): Blood Drawing of Coagulation Studies. Accessed 4/2009
10. Phillips, L.D., (2005). Manual of I.V. Therapeutics. *Central Venous Access* (4<sup>th</sup> Ed.) p 551-554.
11. Smith, Bonnie. (Jan/Feb, 2006). Peripheral Intravenous Catheter Dwell Times. *Journal of Infusion Nursing*. Vol 29, no1.
12. "The role of the registered nurse in the insertion of external jugular peripherally inserted central venous catheters and external jugular peripheral intravenous catheters." *Journal of Infusion Nursing*. (July/Aug 2008), 31 (4) p. 226-7.

**Research References**

13. Adams, D. Quayum, M., Worthington, T., Lambert, P., Elliott, T. ( 2005 ). Evaluation of a 2% chlorhexidine gluconate in 70% isopropyl alcohol skin disinfectant. *Journal of Hospital Infection*. 61, 287-290.

14. Frey, A.M. & Schears, G. (Jan/Feb, 2006). Why are we stuck on tape? *Journal of Infusion Nursing*. Vol. 29, No1.
15. Gallant, P. & Schultz, A. A. (Nov/Dec 2006) Evaluation of a visual infusion phlebitis scale for determining appropriate discontinuation of peripheral intravenous catheters. *Journal of Infusion Nursing*. Vol 29, No 6.
16. Perry, A.G. & Potter, P.A. (2006). Caring for Central Venous Access Devices. *Mosby's Nursing Skills*. Retrieved 6-2-2009.
17. O'Grady, N.P. (2002). HICPAC Guideline for the Prevention of Intravascular Catheter-Related Infections. *Center for Disease Control and Prevention*. Washington, D.C.
18. Royer, T. ( 2003). Improving Short Peripheral IV Outcomes. A clinical trial of two securement methods. *Journal of the Association for Vascular Access*. Vol 8, No 4.
19. Schears, G. (July/August 2006) Summary of Product trials for 10,164 Patients; Comparing an Intravenous Stabilizing Device to Tape. *Journal of Infusion Nursing*. 29 No 4.
20. Zitella, L. (2003). Central Venous Catheter Site Care for Blood and Marrow Transplant Recipients. *Clinical Journal of Oncology Nursing*, 7(3), 289-298.

## APPENDIX A

### Phlebitis and Infiltration Scale

#### Phlebitis Scale

0 – no symptoms

- 1- Erythema at access site with or without pain
- 2- Pain at access site with erythema and or edema
- 3- Pain at access site with erythema and or edema and streak formation
- 4- Pain at access site with pain, erythema, streak formation, palpable cord and purulent drainage

#### *Additional information for phlebitis*

1. All vascular access sites should be routinely assessed for signs and symptoms of phlebitis.
2. If the occurrence of phlebitis is infusion related, the infusion should be discontinued at the first signs of phlebitis, and the device removed.
3. Any incidence of phlebitis, along with intervention, treatment, corrective action, and patient education should be documented in the patient's medical record.

#### Infiltration Scale

0- no symptoms

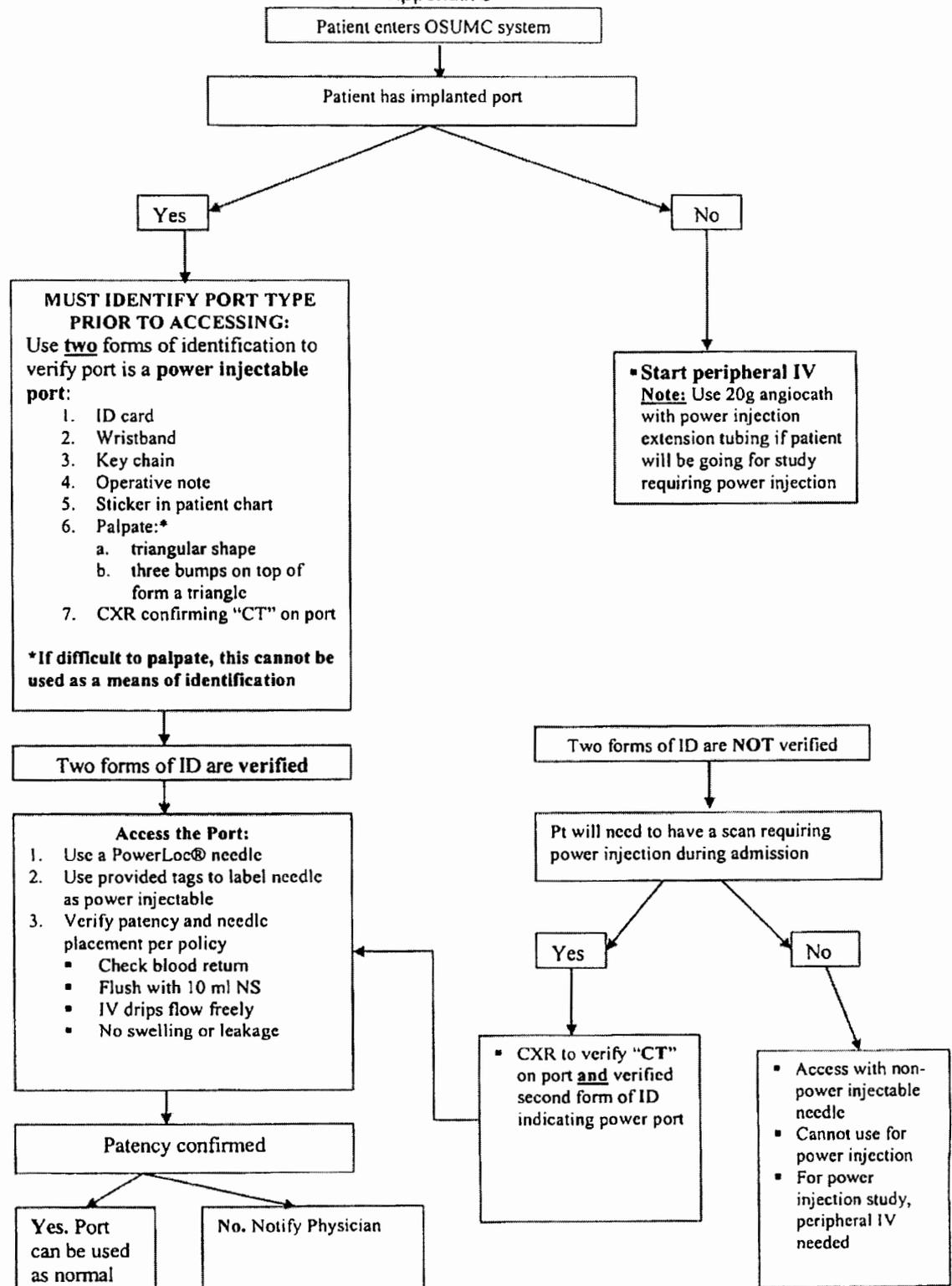
- 1- blanched skin, edema > 1" cool to touch
- 2- blanched skin, edema > 6" cool to touch
- 3- translucent blanched skin, gross edema cool to touch. Mild to moderate pain and possible numbness
- 4- translucent blanched skin, tight, leaking, discolored, bruised, swollen, pitting tissue, circulatory impairment moderate to severe pain. Infiltrate of any amount of blood product, irritant or vesicant

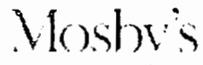
#### *Additional information for infiltration*

1. The infusion should be discontinued at the first sign of infiltration, and the device removed.
2. Treatment should be dependent upon the severity of the infiltration.

(Journal of Infusion Nursing, 2006 Infusion Nursing standards of Practice – Vol. 29 Infusion Related Complications)

**Power Port Identification and Safety Decision-Making Process  
 Appendix B**





## Central Venous Catheter: Removal

### Quick Sheet

1. Verify correct patient using two identifiers.
2. Perform hand hygiene and don personal protective equipment (e.g., nonsterile gloves and goggles, mask, and gown if indicated).
3. Transfer or discontinue the IV solution(s).
4. Open the sterile scissors or suture removal kit and sterile gauze pads.
5. Place a moisture-proof absorbent pad under the patient's upper torso and another close to the catheter site.
6. Place the patient supine in a slight Trendelenburg position. The level of the catheter site should be below the heart to prevent air embolus during removal.
7. Have the patient turn his or her head away from the catheter.
8. Remove the catheter dressing and discard in appropriate receptacle.
9. Remove gloves, perform hand hygiene, and don sterile gloves.
10. Remove the securing device or, if present, cut suture(s) and gently pull the suture(s) through the skin.
11. If removing an internal jugular or subclavian catheter, ask the patient to take a deep breath in and hold it. This causes a Valsalva response. If a Valsalva response is contraindicated, such as with glaucoma or retinopathy, the patient should be asked to exhale during the removal.
12. Gently withdraw the catheter, pulling parallel to the skin and using a constant, steady motion. If resistance is met, do not continue to remove the catheter. Notify practitioner immediately.
13. As the introducer exits the site, apply pressure with petroleum-based ointment and sterile gauze.
14. Have the patient exhale after the catheter is removed.
15. Upon removal of the catheter, inspect the tip for integrity. Place the catheter on a moisture-proof pad and dispose of properly. If an infusion-related infection is suspected, a segment of the catheter may be sent for culture. Using sterile scissors, cut and place 2 inches of the distal tip of catheter in specimen jar. Label the specimen jar with appropriate information and send for laboratory analysis.
16. Continue applying firm, direct pressure over the insertion site with petroleum-based ointment and sterile gauze sealing the site until bleeding has stopped.
17. Apply a sterile dressing to the site. Use either a transparent, semipermeable dressing alone, or gauze dressing with tape. If the patient is diaphoretic or if the site is bleeding or oozing, a gauze dressing is preferred.
18. Document the date and time the dressing was applied, and initials on the external dressing.
19. Maintain bed rest for at least 30 minutes after catheter removal.
20. Dispose of used supplies in appropriate receptacles and perform hand hygiene.
21. Document the procedure in the patient's record.
22. If signs and symptoms of venous air embolus are present, immediately place the patient in the left lateral Trendelenburg position.
23. After removal of the catheter, assess the site for signs of bleeding every 15 minutes times 2, every 30 minutes times 2, then 1 hour later.
24. Change dressing and assess site every 24 hours after catheter removal until site is epithelialized.

Excerpted and adapted from Wiegand DL, editor: *AACN procedure manual for critical care*, ed 6, Philadelphia, 2011, Saunders.

Comprehensive clinical review: November 2009

Revised: Cathy Churbock, RN, APRN-BC, CCRN, CCNS, PhD, June 2010

Copyright © 2006 - 2013 Elsevier Inc. All Rights Reserved

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, STATE OF OHIO

ANDREW FARLEY, et al.,	:	
	:	
Plaintiffs,	:	Case No.: 12 CV 012394
	:	
-v-	:	Judge Fais
	:	
COMPLETE GENERAL	:	
CONSTRUCTION COMPANY, INC.,	:	
et al.,	:	
	:	
Defendants.	:	

**STIPULATION**

Defendant Complete General Construction Company, Inc. and Plaintiffs Andrew Farley, individually and as the Administrator of the Estate of Sue A. Farley, Donald Chafins, Sadie Farley and Andrew Farley (“Plaintiffs”) stipulate to an extension of time for Plaintiffs to file their Reply to Defendant’s Memorandum in Opposition to Plaintiffs’ Motion for Summary Judgment. Plaintiffs’ Reply brief is now due on January 14, 2014.

**APPROVED FOR FILING:**

/s/ Michael J. Rourke  
Michael J. Rourke (#0022950)  
ROURKE & BLUMENTHAL, LLP  
495 S. High Street, Suite 450  
Columbus, Ohio 43215  
(614) 220-9200 - Telephone  
(614) 220-7900 - Facsimile  
mrourke@randblp.com  
*Attorney for Plaintiffs*

/s/ William B. Benson  
William B. Benson (0047181)  
Isaac, Wiles, Burkholder & Teetor, LLC  
Two Miranova Place, Suite 700  
Columbus, Ohio 43215  
(614) 221-2121  
FAX: (614) 221-4541  
wbenson@wileslaw.com  
*Attorney for Defendant Complete  
General Construction Company, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing was served upon all counsel of record through the Franklin County Clerk of Courts' electronic filing system on this 10th day of January, 2014:

/s/ Michael J. Rourke  
Michael J. Rourke (#0022950)



**ASSIGNMENT AGREEMENT**

**Assignment & Compensation Information:** I, Paul A. Gullett, agree that I am employed by Medical Staffing Options (MSO), at Ohio State University, located in Columbus, OH. The unit I will be working will be the MST Unit. My hourly rate of pay will be \$38.00/hour: \$13.00/hour being my base rate and \$25.00/hour being tax free for Travel &/or Subsidy Expenses incurred during my assignment. The assignment at OSU will begin 4/30/12 and the length of time is approximately 13 weeks. In the event OSU alters their agreement with MSO in any manner, to include but not limited to: extending the original length of the agreement, decreasing the original length of the agreement, and/or cancelling the agreement in its entirety, the new terms will be applied to this MSO Assignment Agreement and salary/benefits adjusted accordingly. Other compensation allowances may be:

- On Call Rate per hour is: \$3.00
- Overtime/Holiday Rate per hour is: \$57.00

**Benefits:** I understand that if I qualify, Medical and Dental benefits are available at my expense. I understand that I must choose to either accept or waive these benefits prior to my start date by completing and returning the forms provided. To maintain benefits, you must work a minimum of 25 hours per week for Medical and 30 hours per week for Dental.

**Travel Reimbursement/Housing Allowance** – If you are travelling from one state to work in another state you may be eligible to receive a onetime reimbursement for some of your travel expenses and/or housing can be arranged during the length of your assignment. I understand these items are to be discussed with my recruiter prior to my start date.

**Compensation Allowances/Deductions: IMPORTANT:** For all authorized and properly documented time, I understand that I may receive various payments in addition to wages for actual hours worked as part of overall compensation. I understand MSO may pay for any expenses upfront that are my responsibility to pay. I agree to reimburse MSO all expenses due and authorize MSO to adjust for such amounts from any amount due me. I understand that if I fail to work my scheduled hours, I will be responsible for and agree to reimburse MSO a missed shift adjustment as noted below and authorize MSO to adjust for such amounts from any amount due. I understand that I may make up missed shifts and previous missed shift adjustments will be repaid back to me from MSO. I understand that if I accept an assignment (verbally or written) and I no call/no show at any time for this assignment, I will be responsible for and agree to reimburse for any/all fees the facility/hospital may charge MSO for the no call/no show. -Missed Shift Adjustment per hour: N/A

**Work Schedule & Pay Dates:** I understand that I will receive my shift/hours directly from my nurse manager. Pay dates are weekly and occur on every Friday of the month. I understand I will be paid weekly for the length of the assignment. I understand my first paycheck will be issued on the second Friday of employment, and will be for all hours worked during the first pay week of my contract. I agree to complete a weekly time sheet for MSO as well as doing any time keeping that is required by the hospital/ facility.

**I have read and agree to the above terms and conditions.**

<u>Paul Gullett</u> Employee PRINTED name	<u>Paul Gullett</u> Employee Signature	<u>4/27/12</u> Date
<u>Robert A. Gammill</u> Robert A Gammill, C.P.C. MSO President	<u>[Signature]</u> Bob Brayer, MSO Director of Operations	<u>4/30/12</u> Date

