

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 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 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.

- e. 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, methalqualone, 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., 15th 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, 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 SHIFWISE™ PRODUCT(S) AND THE ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. OHA SOLUTIONS AND SHIFWISE 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 SHIFWISE DO NOT WARRANT THAT THE SHIFWISE™ PRODUCT(S) WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFWISE™ PRODUCT(S) AND ACCOMPANYING WRITTEN MATERIALS REMAINS WITH AGENCY. EXCEPT FOR CAUSES OF ACTION OR DAMAGES ARISING OUT OF A CLAIM THAT THE SHIFWISE™ PRODUCT(S) INFRINGE(S) A THIRD PARTY'S PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS, OHA SOLUTIONS' AND SHIFWISE'S LIABILITY FOR ANY CAUSE OF ACTION OR DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFWISE™ PRODUCT(S) SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO OHA SOLUTIONS OR SHIFWISE 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 th	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
Slitter
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

Addendum to the Master Agreement
for The Ohio State University Medical Center

This Addendum shall amend the OHA Solutions Staffing Program Master Agreement ("Master Agreement") and Addendum dated April 1, 2010 ("2010 Addendum") between Ohio Healthcare Purchasing, Inc. doing business as "OHA Solutions" ("OHA Solutions"), an Ohio for profit corporation, and the temporary personnel agencies ("Agency") doing business with The Ohio State University Medical Center ("OSUMC"). This Addendum, along with the Master Agreement, as adjusted, and 2010 Addendum represents the entire agreement between the parties.

Except as specifically modified in this Addendum, all other provisions in the original Master Agreement and 2010 Addendum are unchanged.

Replace Section III.E.4.c. with the following:

III. ASSIGNMENT PROTOCOL AND SERVICES TO BE PROVIDED

E. Cancellation Policies

4. c. Cancellation During the Assignment of Long Term Order Agency Personnel

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

Replace Section III.G. with the following:

G. ShiftWise Staff Time Tracker

Agency will be required to use the ShiftWise Time Tracker application to manage Agency Personnel timekeeping being submitted for payment. 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 Time Tracker due to the computer system being down, they may use the Staff Time Tracker Timekeeping Correction form.

Add the following subsection H. to Section III:

H. Identification Badges (Service Requirements)

OSUMC will issue an ID badge to all Agency Personnel upon the successful completion of a background check. All Agency Personnel must wear an OSUMC-supplied ID badge while on OSUMC property. The name on the badge must be visible at all times and they may not be used by anyone other than the Agency Personnel to whom they have been issued. 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 returned within (30) thirty days, a credit shall be issued. During Orientation, OSUMC will explain to Agency Personnel how badges are returned. OSUMC will bill Agency for the non-return fee using a credit memo through ShiftWise. Agency has sole responsibility for securing payment of the ID badge fee regardless of Agency Personnel's actual placement or assignment. All fees for these services are subject to change.

OSUMC may send Agency Personnel home if Agency Personnel does not have their identification badge.

Replace Section IV.B.5.n. with the following, but retain subparts n.(1) through (5):

IV. AGENCY PERSONNEL CREDENTIALING, COMPETENCE, COMPLIANCE AND RESPONSIBILITIES

B. Agency Requirements

5. n. Background Check and Credit Memo Requirements

In addition to the background checks described in Section IV. B.5. n (1) through (5) of the Master Agreement, all Agency Personnel working at OSUMC's facilities must have a background check completed and cleared by OSUMC's Department of Security. OSUMC reserves the right to refuse to utilize any Agency Personnel that OSUMC, in its sole discretion, determines to have an unacceptable background report.

The current fee for a background check is Twenty-Two Dollars (\$22.00) per person. An additional FBI background check will be required for Agency Personnel who 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 are subject to change during the term of this Agreement.

All applicable fees for Agency Personnel for the background check will be done through the credit memo function of ShiftWise. Agency Personnel may not begin working until Agency Personnel are cleared and ID badge is assigned. OSUMC is not responsible for paying Agency for any hours worked by Agency Personnel prior to Security clearing Agency Personnel's background check.

Replace Section IV.B.5.p. with the following:

5. p. HIPAA (Service Requirements)

Agency will 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 OSUMC through the ShiftWise Staff Profile. During Orientation, OSUMC will educate Agency Personnel regarding its own institution specific HIPAA and HITECH compliance requirements and procedures as well as any Service Requirements.

Add the following subsection v. to Section IV.B.5.

5.v. Reference Checks

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

Add the following subsections 6., 7., and 8. to Section IV.B.:

6. OSUMC shall not be responsible for paying for shifts worked prior to OSUMC verifying the drug and health screen information and approving such information.

7. Agency will ensure Agency Personnel comply with OSUMC'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.

8. Agency must 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.

Agency must comply with state/federal law regarding equal opportunity for employment, including non-discrimination on account of race, religion, national origin, sex, or handicap.

OSUMC 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 OSUMC'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 OSUMC's payroll, nor shall they be considered employees of OSUMC.

Add the following subsections 1. and 2. to Section IV.E.:

E. Audits

1. Payroll Taxes

In addition to the requirements in Section IV. E. of the Master Agreement, Agency will be required 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 OSUMC . Such reports shall be kept current in ShiftWise. 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, as agreed to by Provider and OSUMC, 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.

2. Other Audited Items

OHA Solutions will automatically inform OSUMC when it finds problems with any of the following audited items: clinical licenses, certifications, fingerprinting, 10-panel drug screen or annual TB vaccination. OSUMC, 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.

Replace Section V.A.3. with the following:

V. INVOICING

A. Rates for Agency Personnel

3. 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.

Replace Section V.B.5. with the following:

B. Invoicing Procedures

5. OSUMC shall submit payment to the escrow account within sixty (60) days of approved invoice.

Replace Section V.C. with the following:

C. Administrative Fee

Agency will pay OHA Solutions a service fee for the administration, management and oversight of the Staffing Program (the "Administrative Fee") equal to three and one half percent (3.5%) of paid invoices. Administrative Fees are non-cancelable and nonrefundable.

Replace Section VII. with the following:

VII. NON-SOLICITATION OF EMPLOYEES

OSUMC may, without cost to OSUMC, hire the Agency Personnel upon completion of their assignment and completion of 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. Any other arrangement agreed upon between the Participating Institution and Agency.

Replace Section X. A. with the following:

X. INDEMNITY

A. Agency must indemnify and hold harmless OHA Solutions and OSUMC 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 OSUMC or otherwise participating in the Staffing Program. This indemnification specifically provides for indemnitor liability for contribution or percent of liability under applicable Ohio law.

Replace Section X.B. with the following:

B. Agency must indemnify and hold harmless OHA Solutions and OSUMC 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 and any and all state and federal taxes arising out of or related to the employment of its personnel, and benefits, if applicable.

Replace Section X.E. with the following:

E. OSUMC 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 Addendum shall impute or transfer any such responsibility to OHA Solutions or Agency.

Replace Section XIII.A. with the following:

XIII. CONFIDENTIAL INFORMATION

A. OSUMC's Confidential Information

Agency agrees to keep confidential, and to ensure that its personnel, employees, affiliates, officers, directors, representatives, contractors and agents keep confidential, OSUMC's Confidential Information including, without limitation, complying with confidentiality requirements under applicable federal and state laws and regulations and OSUMC's policies and procedures. OSUMC'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 OSUMC by OHA Solutions and third parties. Agency agrees to use, and to ensure that its personnel, employees, affiliates, officers, directors, representatives, contractors and agents' use OSUMC's Confidential Information only as necessary to provide the services required.

Agency agrees to inform OSUMC and OHA Solutions 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 OSUMC and OHA Solutions.

Agency shall maintain reasonable security arrangements to prevent the theft or unauthorized disclosure of OSUMC's Confidential Information received or accessed in any form.

Agency agrees its employees shall access and use Confidential Information only for the purpose(s) for which they are granted permission to access such information. Agency agrees that Agency or Agency Personnel will not access, use, share or disclose any data or other Confidential Information obtained from the OSUMC's Information Systems to any third party without the prior written permission of OSUMC.

Agency agrees that the following Information Security Standards will apply: any and all OSUMC's data will be stored, processed, and maintained solely on OSUMC's designated servers and that no Confidential Information of OSUMC will be processed on or transferred to any portable or laptop computing device or any portable storage medium by Agency or Agency Personnel.

If any 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.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Master Agreement for the Ohio State University Medical Center as of the earliest date set forth below.

Medical Staffing Options, Inc
Agency
By Robert A. Gamill
Robert A. Gamill
Print Name
President
Title
4/14/11
Date

OHIO HEALTHCARE PURCHASING, Agency
INC, doing business as "OHA SOLUTIONS"
By [Signature]
James Castle
Print Name
President
Title
5/4/11
Date

Agency Contact Information:

Address: 9200 Worthington Rd
Westerville, OH 43082
Attn: Bob Gamill
Phone: 614-318-0161
E-mail: bgamill@gamillgroup.com