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IN THE COURT OF CLAIMS OF OHIO

YONG HUI SHEFFIELD, ET AL., :

Plaintiffs :

v. :

THE OHIO STATE UNIVERSITY :
MEDICAL CENTER, :

Defendant/Third-Party :
Plaintiff, :

v. :

OHIO HEALTHCARE PURCHASING, INC., :
dba OHA SOLUTIONS STAFFING PROGRAM :
C/O Statutory Agent: :
James R. Castle :
155 E. Broad Street, 15th Floor :
Columbus, Ohio 43215 :

and :

MEDICAL STAFFING OPTIONS, INC., :
C/O Statutory Agent: :
Robert Gammill :
8425 Pulsar Place, Suite 410 :
Columbus, Ohio 43240 :

Third-Party Defendants. :

Case No. 2013-00013

Judge Dale A. Crawford

ORIGINAL

Jury Demand Endorsed Herein

THIRD-PARTY COMPLAINT OF DEFENDANT
THE OHIO STATE UNIVERSITY MEDICAL CENTER

Now comes the Defendant/Third-Party Plaintiff, The Ohio State University Medical Center (“OSUMC”), by and through counsel, and for its Third-Party Complaint against Ohio Healthcare Purchasing, Inc., dba OHA Solutions Staffing Program (“OHA Solutions”) and Medical Staffing Options, Inc. (“MSO”), states the following:

ON COMPUTER

1. Ohio Healthcare Purchasing, Inc., dba OHA Solutions Staffing Program is an Ohio corporation with its headquarters located in Columbus, Ohio. At all relevant times, OHA Solutions was a corporation engaged in providing agency nurses to participating hospitals in the State of Ohio and maintained an office in Columbus, Ohio.

2. Medical Staffing Options, Inc., is an Ohio corporation with its headquarters located in Columbus, Ohio. At all relevant times, MSO was a corporation engaged in providing agency nurses to participating hospitals in the State of Ohio and maintained an office in Columbus, Ohio.

3. At all times relevant herein, Defendant The Ohio State University Medical Center engaged in the business of providing medical treatment and hospital services, including nursing care, to those in need of medical care.

4. Jurisdiction and venue are vested in the Court of Claims pursuant to R.C. 2743.02.

5. On March 24, 2011, OSUMC entered into a Participation Agreement contract ("Participation Agreement") with OHA Solutions in order to obtain the temporary services of agency nurses. (A copy of the Participation Agreement is attached as Exhibit A.)

6. The Participation Agreement states that OHA Solutions "shall require Agencies [such as MSO] to indemnify and hold harmless. . . Participating Institution [OSUMC]. . . against all actions, claims, and demands whatsoever, including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts, errors, omissions or statutory violations of Agency or Agency Personnel while providing services to Participating Institution [OSUMC] or otherwise participating in the Staffing Program."

7. The Participation Agreement also states that OHA Solutions "shall require Agency [such as MSO] to maintain in effect at any and all times that the Agency is providing Agency Personnel to Participating Institution [OSUMC] a policy of professional liability insurance... for

claims arising out of the acts or omissions of its [the agency's]. . . agents, employees, or independent contractors in the performance of the services provided by the Agencies to Participating Institution pursuant to this Agreement. . . .”

8. Pursuant to the Participation Agreement, if OHA Solutions negligently fails to fulfill its material obligations under the Participation Agreement, then it must hold OSUMC harmless.

9. On April 1, 2012, MSO entered into a Master Agreement contract (“Master Agreement”) with OHA Solutions in order to place their agency nurses at participating institutions. (A copy of the Master Agreement is attached as Exhibit B.)

10. The Master Agreement states that the “Agency [MSO] shall maintain the following types of insurance coverage.... 3. Professional Liability.... 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....”

11. “The Addendum to the Master Agreement for OSUMC” requires that “A. Agency shall indemnify and hold harmless OHA Solutions and OSUMC... against all actions, claims and demands whatsoever, including costs, expenses and attorneys’ fees resulting from or claimed to have resulted from any intentional or negligence 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.”

12. Plaintiffs claim that on July 5, 2012, Paul Gullett, R.N., negligently removed a central venous catheter line from their decedent, Daniel Sheffield, which allegedly caused the formation of an air embolus, in turn allegedly causing a stroke and ultimately Mr. Sheffield's death. (Plaintiff's Amended Complaint ¶¶ 9-11.)

13. At the time of the alleged negligent conduct, Nurse Gullett was employed by a MSO and providing nursing care at OSUMC pursuant to the Participation Agreement between OSUMC and OHA Solutions and pursuant to the Master Agreement between MSO and OHA Solutions.

14. Plaintiffs claim damages in an amount in excess of Twenty-Five Thousand Dollars. (Plaintiff's Amended Complaint ¶ 25.)

15. During the January 14, 2014 hearing to determine Nurse Gullett's immunity status, Robert Gammill, President of MSO, testified that MSO's insurance carrier had denied coverage for the allegations regarding Nurse Gullett's care and treatment of Mr. Sheffield.

16. In February, 2014, counsel for OSUMC sent counsel for MSO a letter requesting assurances in writing the intention of MSO to indemnify OSUMC in this matter. As of the date of this filing, OSUMC has not received any such written confirmation.

Count I – Indemnification

17. OSUMC incorporates by reference paragraphs 1 through 16 of its Third-Party Complaint as if fully rewritten.

18. Plaintiffs claim that their damages were caused by the negligent acts or omissions of Nurse Gullett.

19. Pursuant to the Participation Agreement with OSUMC, OHA Solutions is liable to indemnify and hold harmless OSUMC for any damages for which the OSUMC is liable to Plaintiffs, due to the negligent failure of OHA Solutions in fulfilling its material obligations under the Participation Agreement.

20. Pursuant to the Master Agreement with OHA Solutions, MSO is liable to indemnify and hold harmless OSUMC for any damages for which OSUMC is liable to Plaintiffs, due to the negligent actions or omissions of Nurse Gullett.

Count 2 – Breach of Contract

21. OSUMC incorporates by reference paragraphs 1 through 20 of its Third-Party Complaint as if fully rewritten.

22. OHA Solutions was contractually obligated to OSUMC to ensure that MSO had the proper professional liability coverage for Nurse Gullett while he was assigned at OSUMC.

23. OHA Solutions breached its contract with OSUMC when it failed to ensure that MSO had the proper professional liability coverage for Nurse Gullett while he was assigned at OSUMC.

Count 3 – Breach of Contract – Third-Party Beneficiary

24. OSUMC incorporates by reference paragraphs 1 through 23 of its Third-Party Complaint as if fully rewritten.

25. By its reference as a “Participating Institution,” OSUMC is an intended third-party beneficiary of the Master Agreement between OHA Solutions and MSO.

26. MSO was contractually obligated to OSUMC to ensure that MSO had the proper professional liability coverage for Nurse Gullett while he was assigned at OSUMC.

27. MSO breached its contract with OHA Solutions, and OSUMC suffered damages, when MSO failed to ensure that MSO had the proper professional liability coverage for Nurse Gullett while he was assigned at OSUMC.

Wherefore, Defendant/Third-Party Plaintiff The Ohio State University Medical Center prays for a declaratory judgment against Third-Party Defendants OHA Solutions and MSO, finding that they shall indemnify and hold harmless OSUMC from any damages in this action. In addition, OSUMC demands judgment against the Third-Party Defendants for compensatory damages in the amount of any final judgment in this matter against OSUMC.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General



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COUNSEL FOR DEFENDANT/
THIRD-PARTY PLAINTIFF

JURY DEMAND

Defendant/Third-Party Defendant, by and through counsel, hereby demands a jury of eight (8) persons on all issues of the within Third-Party Complaint, in accordance with the Rules and Local Rules of the Court of Claims.


DANIEL R. FORSYTHE
Assistant Attorney General

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was sent by regular U.S. Mail, postage prepaid, this 25TH day of June, 2014, to:

Michael J. Rourke
Robert P. Miller
495 S. High St., Suite 450
Columbus, Ohio 43215
Counsel for Plaintiff


DANIEL R. FORSYTHE
Assistant Attorney General

*OHA SOLUTIONS
STAFFING PROGRAM
PARTICIPATION AGREEMENT*

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

Background

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

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

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

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

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

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

I. GENERAL TERMS

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

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

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

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

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



II. ESCROW AGENT

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

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

III. TIME AND INVOICE RECONCILIATION AND PAYMENT

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

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

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

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

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

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

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

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

IV. CONFIDENTIALITY

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

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

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

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

The following Information Security Standards will apply:

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

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

V. INDEMNITY

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

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

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

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

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

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

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

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

VI. INSURANCE

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

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

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

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

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

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

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

VII. AUDITS

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

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

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

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

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

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

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

VIII. QUALITY OF CARE

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

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

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

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

IX. SERVICE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Cancellation Policies.

Cancellation before Assignment of Per Diem Agency Personnel

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

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

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

Cancellation before Assignment of Long-Term Agency Personnel

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

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

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

Cancellation During the Assignment of Per Diem Agency Personnel

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

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

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

Cancellation During the Assignment of Long-Term Agency Personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. HEALTH REQUIREMENTS

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

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

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

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

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

XI. HUMAN RESOURCE REQUIREMENTS

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

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

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

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

XII. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

If to Provider:

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

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

If to Participating Institution:

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

With a copy to:

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

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

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

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

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

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

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

XIII. SYSTEM REQUIREMENTS

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

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

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

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

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

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

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

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

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

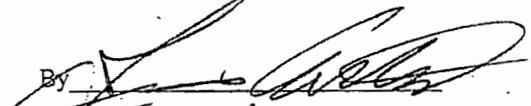
Participating Institution's participation shall not require any software or hardware other than a computer terminal with access to the Internet.

XIV. AUTHORITY; SIGNATURE

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

Provider

Ohio Healthcare Purchasing, Inc.
dba OHA SOLUTIONS

By: 

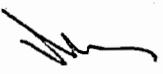
Name: James Castle

Title: President

Date: 3/22/11

Participating Institution

The Ohio State University Medical Center

By: 

Name: Peter E. Geier

Title: Vice President for Health Sciences + CEO

Date: 3/24/11

**OHA SOLUTIONS
STAFFING PROGRAM
PARTICIPATION AGREEMENT
EXHIBITS**

EXHIBIT A - CONTACT LIST

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

Name/Title Karen Bryer, Director Human Resources

Phone (614)293-2983

Email Address: Karen.Bryer@osumc.edu

Billing Contact (handles invoice matters)

Name/Title: William Madison, Associate Hospital Controller

Phone: (614)293-2266

Email Address: William.Madison@osumc.edu

Finance Data Contact (handles reporting functions)

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

Phone: (614) 293-2192

Email Address: Karna.Anthony@osumc.edu

OHA Solutions Staffing Program (main contact)

Name/Title: Amy Bangert, Manager of Workforce Initiatives

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

E-mail Address: amyb@ohanet.org

OHA Solutions Staffing Program (alternate contact)

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

Phone: (216) 587-2925

E-mail Address: nwebb@ohanet.org

ShiftWise (main contact)

Name/Title: Renee Valk, Director of Implementation

Phone: (503) 548-2061

E-mail Address: rvalk@shiftwise.net

ShiftWise Customer Service

Phone: (866).399-2220

E-mail Address: support@shiftwise.net

EXHIBIT B-DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C - RATE DEFINITIONS

Rate Definitions

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

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

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

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

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

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

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

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

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

EXHIBIT D - JOB TITLE RATES

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

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

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

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

EXHIBIT E - HOLIDAY PAY POLICY

Holiday Pay Policy

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