

---

# MedAssets Workforce Solutions Desert Region

---

PHOENIX C

Maricopa Correctional Health Services

Electronic Facility Binder

December 6, 2015 to November 4, 2018



**December 6, 2015**

*Section 1*

Page 1	Cover Page
Page 2	Table of Contents
Page 3-13	Agency Contact Information
Page 14-19	Rate Cards
Page 20	Traveler Confirmation Form
Page 21	Critical Need Form
Page 22-27	Staff Classifications and Specifications
Page 28	Definitions Relating to Pricing
Page 29-30	Staff Profile and Attestation
Page 31-33	“Hot Topics” Service Level Requirements Summary
Page 34	Workforce Solutions Contact Information

*Section 2*

Page 0-38	MedAssets Contract - Template
-----------	-------------------------------

\*\*All Agencies have been awarded Nursing and Allied Health (Per Diem & Travel), but for your convenience they are categorized below by their primary focus.

**Nursing Contact Information  
Phoenix C**

**Per Diem & Travel (37)**

<i>Legal Name of Firm</i>	<i>Focus</i>	<i>Contact Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>E-mail</i>
Accountable Healthcare Staffing	PD/T	Tess de Jesus	Regional Director	702-373-5585	702-796-0805	<a href="mailto:TeresitaDeJesus@AHCStaff.com">TeresitaDeJesus@AHCStaff.com</a>
Acute Nursing Solutions	PD/T	Laurie Wallace	Staffing Coordinator	480-699-5612	480-247-5621	<a href="mailto:Staffing@acutenursingsolutions.com">Staffing@acutenursingsolutions.com</a>
Advantage RN	PD/T	Anne Donlin	Account Mgr	866-301-4045x143	866-344-2363	<a href="mailto:anne@advantagem.com">anne@advantagem.com</a>
All American Healthcare Services	PD/T	Anil Bhavnani	President	609-581-6622x100		<a href="mailto:meena@aaahcs.org">meena@aaahcs.org</a>
American Travel Staffing	T	Robin Holcomb	Account Mgr Asst.	888-840-0482	888-884-6510	<a href="mailto:rholcomb@americantraveler.com">rholcomb@americantraveler.com</a>
AMN Healthcare	PD/T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Bestaff Arcadia	PD/T	Mark Hayter	Staffing Mgr	520-888-2010	520-731-9399	<a href="mailto:Mhayter@ArcadiaHomeCare.com">Mhayter@ArcadiaHomeCare.com</a>
Arizona PRN	PD/T	Rachel Palma	Staffing Coordinator	520-731-8000	520-731-8001	<a href="mailto:rpalma@arizonaprn.com">rpalma@arizonaprn.com</a>
AtWork Staffing	PD/T	Crystal Gove	Staffing Coordinator	602-242-0444	602-242-0770	<a href="mailto:cgove@atwork.com">cgove@atwork.com</a>
Axion	PD/T	Isaac King	Director of Travel Nursing	602-635-1781		<a href="mailto:iking@AxionHealthcare.com">iking@AxionHealthcare.com</a>
AYA Healthcare	T	Megan Tripoli	Account Mgr	858-345-9348	858-345-9348	<a href="mailto:mtripoli@ayahealthcare.com">mtripoli@ayahealthcare.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Critical Nursing Solutions	PD/T	Phillip Hubbard	Staffing Coordinator	602-956-3151	888-584-8081	<a href="mailto:staffing@cnsnursing.com">staffing@cnsnursing.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
Dependable Staffing Services	PD/T					-
Employability Group of Arizona, Inc. dba Behavioral Staffing	PD/T	Scott Toth	Southwest Division Director	602-667-5627	602-667-0084	<a href="mailto:Scott.t@behavioralstaffing.com">Scott.t@behavioralstaffing.com</a>
Health ProvidersChoice	T	Lauren Torrento	Sr. Recruiter	888-299-9800x118	866-299-7080	<a href="mailto:ltorrento@hpcnursing.com">ltorrento@hpcnursing.com</a>
Interim HealthCare	PD	Cathie Eacker	Staffing Manager	602-263-5400	602-443-0110	<a href="mailto:cathieeacker@interimaz.com">cathieeacker@interimaz.com</a>
Healthpro Resources	PD	Joe & Michaela Vogel	CEO	623-362-0111		<a href="mailto:psychstaf@cox.net">psychstaf@cox.net</a>
Integrated Healthcare Staffing	PD/T	Sara Haraughty	Account Mgr	602-279-9855	602-279-2175	<a href="mailto:sara@integratedhealthcarestaffing.com">sara@integratedhealthcarestaffing.com</a>
LRS Healthcare	T	Heather Sutherland	Director of Marketing	800-811-0064x204	866-204-2234	<a href="mailto:Heather@LRSHealthcare.com">Heather@LRSHealthcare.com</a>
MedPro Staffing	T	Jessica Madgey	Nursing Recruiter	954-332-4459	866-541-9226	<a href="mailto:jmadgey@medprostaffing.com">jmadgey@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:tmehl@maxhealth.com">tmehl@maxhealth.com</a>

15014 15P  
 Add on...

\*\*All Agencies have been awarded Nursing and Allied Health (Per Diem & Travel), but for your convenience they are categorized below by their primary focus.

**Nursing Contact Information  
 Phoenix C**

**Per Diem & Travel (37)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Accountable Healthcare Staffing	PD/T	Tess de Jesus	Regional Director	702-373-5585	702-796-0805	<a href="mailto:TeresitaDeJesus@AHCStaff.com">TeresitaDeJesus@AHCStaff.com</a>
Acute Nursing Solutions	PD/T	Laurie Wallace	Staffing Coordinator	480-699-5612	480-247-5621	<a href="mailto:Staffing@acutenursingsolutions.com">Staffing@acutenursingsolutions.com</a>
Advantage RN	PD/T	Anne Donlin	Account Mgr	866-301-4045x143	866-344-2363	<a href="mailto:anne@advantagem.com">anne@advantagem.com</a>
American Travel Staffing	T	Robin Holcomb	Account Mgr Asst.	888-840-0482	888-884-6510	<a href="mailto:rholcomb@americantraveler.com">rholcomb@americantraveler.com</a>
AMN Healthcare	PD/T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Bestaff Arcadia	PD/T	Mark Hayter	Staffing Mgr	520-888-2010	520-731-9399	<a href="mailto:Mhayter@ArcadiaHomeCare.com">Mhayter@ArcadiaHomeCare.com</a>
Arizona PRN	PD/T	Rachel Palma	Staffing Coordinator	520-731-8000	520-731-8001	<a href="mailto:rpalma@arizonapr.com">rpalma@arizonapr.com</a>
AtWork Staffing	PD/T	Crystal Gove	Staffing Coordinator	602-242-0444	602-242-0770	<a href="mailto:cgove@atwork.com">cgove@atwork.com</a>
Axion	PD/T	Isaac King	Director of Travel Nursing	602-635-1781		<a href="mailto:iking@AxionHealthcare.com">iking@AxionHealthcare.com</a>
AYA Healthcare	T	Megan Tripoli	Account Mgr	858-345-9348	858-345-9348	<a href="mailto:mtripoli@ayahealthcare.com">mtripoli@ayahealthcare.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Critical Nursing Solutions	PD/T	Phillip Hubbard	Staffing Coordinator	602-956-3151	888-584-8081	<a href="mailto:staffing@cnsnursing.com">staffing@cnsnursing.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
Dependable Staffing Services	PD/T					-
Employability Group of Arizona, Inc. dba Behavioral Staffing	PD/T	Scott Toth	Southwest Division Director	602-667-5627	602-667-0084	<a href="mailto:Scott.t@behavioralstaffing.com">Scott.t@behavioralstaffing.com</a>
Health Providers Choice	T	Lauren Torrento	Sr. Recruiter	888-299-9800x118	866-299-7080	<a href="mailto:ltorrento@hpcnursing.com">ltorrento@hpcnursing.com</a>
Interim HealthCare	PD	Cathie Eacker	Staffing Manager	602-263-5400	602-443-0110	<a href="mailto:cathieeacker@interimaz.com">cathieeacker@interimaz.com</a>
Healthpro Resources	PD	Joe & Michaela Vogel	CEO	623-362-0111		<a href="mailto:psychstaf@cox.net">psychstaf@cox.net</a>
Integrated Healthcare Staffing	PD/T	Sara Haraughty	Account Mgr	602-279-9855	602-279-2175	<a href="mailto:sara@integratedhealthcarestaffing.com">sara@integratedhealthcarestaffing.com</a>
LRS Healthcare	T	Heather Sutherland	Director of Marketing	800-811-0064x204	866-204-2234	<a href="mailto:Heather@LRSHealthcare.com">Heather@LRSHealthcare.com</a>
MedPro Staffing	T	Jessica Madgey	Nursing Recruiter	954-332-4459	866-541-9226	<a href="mailto:jmadgey@medprostaffing.com">jmadgey@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>

**Nursing Contact Information  
Phoenix C**

**Per Diem & Travel (Continued)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mghealthcare.com">staffing@mghealthcare.com</a>
Nursing Centers	PD/T	Tiffany Wright	Staffing Coordinator	602-852-0040	602-852-0090	<a href="mailto:nci.oncall@gmail.com">nci.oncall@gmail.com</a>
Nightingale Nurses	T	Robin O'Connor	Director of Strategic Sales	561-314-0174	561-314-0150	<a href="mailto:roconnor@nightingalenurses.net">roconnor@nightingalenurses.net</a>
NurseCore Management Services	PD	Wendy Porter	Staffing Manager	602-274-3400	602-234-0577	<a href="mailto:PhoenixMailGroup@NurseCore.com">PhoenixMailGroup@NurseCore.com</a>
NurseStaffing Group AZ	PD	Meagan Saunders	Recruiter	602-714-2612	602-265-6464	<a href="mailto:msaunders@nursestaffing.net">msaunders@nursestaffing.net</a>
Nursing Group	PD/T					-
Health Temp	PD/T	Dee Patrick	President	602-234-1944		<a href="mailto:staffing@HealthTemp.com">staffing@HealthTemp.com</a>
Precious Hands Healthcare	PD/T					-
Nurses PRN	T	Lisa Housman	Business Developer	888-830-8811	314-965-1682	<a href="mailto:lisab@prninc.com">lisab@prninc.com</a>
PPR Healthcare Staffing	T	Melissa Kirkland	Client Account Mgr	866-519-5038	866-697-5039	<a href="mailto:melissa.kirkland@pprtravelnursing.com">melissa.kirkland@pprtravelnursing.com</a>
PRCS	PD/T	Michelle Williams	Director	888-508-2111	888-979-8120	<a href="mailto:michelle.williams@prcshealthcare.com">michelle.williams@prcshealthcare.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Travel Nurse across America	T	Candi DeBlase	Sr. Account Mgr	501-604-4853	501-604-4853	<a href="mailto:cdeblase@nurse.tv">cdeblase@nurse.tv</a>
COMFORCE	PD/T	Mike Holmes	Sr. Bus. Dev. Mgr	602-715-2012	480-345-2741	<a href="mailto:mike.holmes@comforce.com">mike.holmes@comforce.com</a>
Voyage Healthcare	T	Staphanie Swaffar	Accounts Manager	800-798-6035 x134	866-676-9839	<a href="mailto:Sswaffar@voyagehealth.com">Sswaffar@voyagehealth.com</a>

**Allied Contact Information  
Phoenix C**

\*\*Allied Health Agencies have been awarded all modalities (Cardiology, Laboratory, etc), but for your convenience they are categorized by their primary focus.

**Cardiology (16)**

<i>Legal Name of Firm</i>	<i>Focus</i>	<i>Contact Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>E-mail</i>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
MedPro Staffing	T	Eric Shafer	Allied Recruiter	954-332-4447	866-541-9226	<a href="mailto:eshafer@medprostaffing.com">eshafer@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mghealthcare.com">staffing@mghealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Sonotemps	T	Tammie Straughn	National Sales Mgr	800-990-6224	727-944-3670	<a href="mailto:tammie@sonotemps.com">tammie@sonotemps.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Allied Contact Information  
Phoenix C**

**Dental (5)**

<i>Legal Name of Firm</i>	<i>Focus</i>	<i>Contact Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>E-mail</i>
Autumn Enterprises	T					-
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mgahealthcare.com">staffing@mgahealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>

**Allied Contact Information  
Phoenix C**

**Laboratory (15)**

<i>Legal Name of Firm</i>	<i>Focus</i>	<i>Contact Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>E-mail</i>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
MedPro Staffing	T	Eric Shafer	Allied Recruiter	954-332-4447	866-541-9226	<a href="mailto:eshafer@medprostaffing.com">eshafer@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mghealthcare.com">staffing@mghealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Allied Contact Information  
Phoenix C**

**Nutrition (7)**

<i>Legal Name of Firm</i>	<i>Focus</i>	<i>Contact Name</i>	<i>Title</i>	<i>Phone</i>	<i>Fax</i>	<i>E-mail</i>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mghealthcare.com">staffing@mghealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:deply@nursestaffing.net">deply@nursestaffing.net</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>

**Allied Contact Information  
Phoenix C**

**Pharmacy (17)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
AMN Healthcare	PD/T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Axion	PD/T	Isaac King	Director of Travel Nursing	602-635-1781		<a href="mailto:iking@AxionHealthcare.com">iking@AxionHealthcare.com</a>
The Pharmacist Registry	PD	Ashley Harwich	Scheduler	800-532-0536	800-608-8786	<a href="mailto:Corporate@Temp-Pharmacist.com">Corporate@Temp-Pharmacist.com</a>
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mgahealthcare.com">staffing@mgahealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Rx Relief	PD/T	Candice Ruiz	Staffing Mgr	800-797-3543 x116	877-222-7764	<a href="mailto:_____cruiz@rxrelief.com">_____cruiz@rxrelief.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Allied Contact Information  
Phoenix C**

**Radiation Therapy (9)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Autumn Enterprises	T					-
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mgahealthcare.com">staffing@mgahealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Allied Contact Information  
Phoenix C**

**Radiology (16)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
MedPro Staffing	T	Eric Shafer	Allied Recruiter	954-332-4447	866-541-9226	<a href="mailto:eshafer@medprostaffing.com">eshafer@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mgahc.com">staffing@mgahc.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Sonotemps	T	Tammie Straughn	National Sales Mgr	800-990-6224	727-944-3670	<a href="mailto:tammie@sonotemps.com">tammie@sonotemps.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Agency Contact Information  
Phoenix C**

**Rehabilitation (20)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Advanced Medical Personnel	T	Kristen Hassett	Account Manager	800-330-7711 X302	866-426-2811	<a href="mailto:kristenh@advanced-medical.net">kristenh@advanced-medical.net</a>
Ardor Health Solutions	T	Maria Aguayo-Amador	RFP Mgr	866-425-5768 x216	888-229-1124	<a href="mailto:maria@ardorhealth-com">maria@ardorhealth-com</a>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
Jackson Therapy Partners	T	Brandon Robertson	Account Manager	407-308-3857	877-217-9271	<a href="mailto:brobertson@jacksontherapy.com">brobertson@jacksontherapy.com</a>
MedPro Staffing	T	Eric Shafer	Allied Recruiter	954-332-4447	866-541-9226	<a href="mailto:eshafer@medprostaffing.com">eshafer@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mgahc.com">staffing@mgahc.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
PRCS	PD/T	Michelle Williams	Director	888-508-2111	888-979-8120	<a href="mailto:michelle.williams@prcshealthcare.com">michelle.williams@prcshealthcare.com</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Sonotemps	T	Tammie Straughn	National Sales Mgr	800-990-6224	727-944-3670	<a href="mailto:tammie@sonotemps.com">tammie@sonotemps.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

**Agency Contact Information  
Phoenix C**

**Respiratory (16)**

<b>Legal Name of Firm</b>	<b>Focus</b>	<b>Contact Name</b>	<b>Title</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
AMN Healthcare	T	Jeannine Kelly	RVP - Local Staffing	952-491-3223	844-388-0831	<a href="mailto:Jeannine.Kelley@nursefinders.com">Jeannine.Kelley@nursefinders.com</a>
Anders Group	T	Josh Davis	Member	972-573-6090	972-573-1299	<a href="mailto:josh@andersgroup.org">josh@andersgroup.org</a>
Autumn Enterprises	T					-
Cell Staff	PD/T	Grant Hargis	Staffing Mgr AZ	855-561-1715	813-433-5159	<a href="mailto:recruit@cellstaff.com">recruit@cellstaff.com</a>
Concentric Healthcare Staffing	PD/T	Rebecca Brehm	Nursing Accounts Mgr	480-444-7777		<a href="mailto:rbrehm@chsaz.com">rbrehm@chsaz.com</a>
Cross Country Staffing	PD/T	Anne Baker	Regional Account Mgr	800-659-5364		<a href="mailto:Anne.Baker@crosscountrytravcorps.com">Anne.Baker@crosscountrytravcorps.com</a>
MedPro Staffing	T	Eric Shafer	Allied Recruiter	954-332-4447	866-541-9226	<a href="mailto:eshafer@medprostaffing.com">eshafer@medprostaffing.com</a>
Maxim Healthcare	PD/T	Truan Mehl	Senior Program Mgr	443-860-5606		<a href="mailto:trmehl@maxhealth.com">trmehl@maxhealth.com</a>
MGA Healthcare Staffing	PD/T	Collin Sanchez	Account Mgr	602-952-2880	602-845-5187	<a href="mailto:staffing@mghealthcare.com">staffing@mghealthcare.com</a>
NurseStaffing Group AZ	PD/T	Drew Eply	Branch Manager	602-714-2612	602-265-6464	<a href="mailto:depley@nursestaffing.net">depley@nursestaffing.net</a>
PRCS	PD/T	Michelle Williams	Director	888-508-2111	888-979-8120	<a href="mailto:michelle.williams@prcshealthcare.com">michelle.williams@prcshealthcare.com</a>
Randstad Healthcare	T	Amy Saletnik	Account Mgr	800-919-9100	781-836-0821	<a href="mailto:amy.saletnik@randstadusa.com">amy.saletnik@randstadusa.com</a>
RTG Medical	T	Brandy Halpenny	Senior Recruiter	866-784-2329 x218	877-550-6600	<a href="mailto:brandy@rtgmedical.com">brandy@rtgmedical.com</a>
Supplemental Health Care	PD/T	Jeremy Sang	Staffing Mgr	602-567-9881	888-438-0350	<a href="mailto:jsang@supplementalhealthcare.com">jsang@supplementalhealthcare.com</a>
Springboard Staffing	PD/T	Staff	Staff	866-465-6286	877-890-5343	<a href="mailto:staff@springboardhealthcare.com">staff@springboardhealthcare.com</a>
Titan Medical Group	PD/T	Chris Reiss	Account Mgr	402-332-5200	402-332-5181	<a href="mailto:creiss@titanmed.com">creiss@titanmed.com</a>

## Phoenix C Nursing Rate Card

Service Pricing – Table 1 BASE BILL RATES		
The Base Bill Rate is set forth in the row and column that correspond to the Staff Classification and Traveler or non-Traveler status.	Base Bill Rate (per hour)	
	Per Diem or Local Long Term Staff	Traveler Staff
RN Category I	\$52.00	\$54.00
RN Category II	\$56.00	\$57.00
RN Category III	\$58.00	\$59.00
RN Category III - Cath Lab	\$62.00	\$70.00
LPN	\$36.00	\$37.00
CNA/PCT	\$24.00	TBD
Sitter/Companion	\$20.00	TBD
Surgical Tech I	\$38.00	\$40.00
Surgical Tech II	\$40.00	\$42.00
Central Sterile Tech	\$28.00	\$31.00
First Assistant Category I	\$47.00	\$47.00
First Assistant Category II	\$67.00	\$67.00
EMT	\$30.00	TBD
ER Tech	\$27.00	TBD
Medical Assistant	\$23.00	TBD
Monitor Tech	\$28.00	TBD
Psych Tech	\$25.00	TBD
Social Worker	\$44.00	\$51.00
Charge - RN Category I	\$55.00	\$57.00
Charge - RN Category II	\$58.00	\$60.00
Charge - RN Category III	\$60.00	\$62.00
Nurse Manager	\$63.00	TBD
House Supervisor	\$62.00	TBD
Non-Acute RN	\$48.00	TBD
Non-Acute LPN	\$36.00	TBD
Non-Acute CNA/PCT	\$21.50	TBD
Non-Acute Medical Assistant	\$22.00	TBD

Services Pricing – Table 2 ADJUSTED BASE BILL RATES						
The Base Bill Rate plus the applicable Differential is the Adjusted Base Bill Rate. If no Differential is applicable, then the Adjusted Base Bill Rate is equal to the Base Bill Rate.	Differentials (per hour)					
	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night
<b>Per Diem and Local Long Term Positions</b>						
RN - All Categories	\$0.00	\$0.00	\$0.00	\$3.25	\$3.75	\$4.00
Surgical Tech - All Categories	\$0.00	\$0.00	\$0.00	\$1.50	\$1.50	\$2.00
LPN & Psych Tech	\$0.00	\$0.00	\$0.00	\$1.50	\$1.50	\$2.00
EMT, ER Tech, Monitor Tech & Central Sterile Tech	\$0.00	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50
CNA, PCT & Sitter/Companion	\$0.00	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50
First Assistant - All Categories	\$0.00	\$0.00	\$0.00	\$2.00	\$2.00	\$2.50
All Other Positions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Traveler Positions</b>						
RN Category I - Case Management	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
All Other Positions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Phoenix C Nursing Rate Card (Continued)

Service Pricing – Table 3 ADJUSTED BILL RATE-A; ADJUSTED BILL RATE-B; ADJUSTED BILL RATE-C; ADJUSTED BILL RATE-D					
<p>The Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is not applicable) is the Adjusted Bill Rate-A.*</p> <p>The Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is not applicable) is the Adjusted Bill Rate-B. The Overtime Multiplier is not applicable to any On-Call or Call Back time.*</p> <p>The Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is not applicable) is the Adjusted Bill Rate-C.*</p> <p>The Base Bill Rate multiplied by the Orientation/Training Multiplier (or multiplied by 1 if the Orientation/Training Multiplier is not applicable) is the Adjusted Bill Rate-D.*</p>	Multipliers				
	Call Multiplier		Overtime Multiplier	Holiday Multiplier	Orientation / Training Multiplier
	Call-Back	On-Call	Overtime	Holiday	Orientation / Training
<b>All Positions</b>	1.3	0.1	1.3	1.5	0.7
<p>* For example, if the Call Multiplier is not applicable, then the Adjusted Bill Rate-A is equal to the Adjusted Base Bill Rate;                      If the Overtime Multiplier is not applicable, then the Adjusted Bill Rate-B is equal to the Adjusted Base Bill Rate-A;                      If the Holiday Multiplier is not applicable, then the Adjusted Bill Rate-C is equal to the Adjusted Base Bill Rate-B;                      If the Orientation/Training Multiplier is not applicable, then the Adjusted Bill Rate-D is equal to the Adjusted Base Bill Rate.</p>					

Service Pricing – Table 4 Local Long Term Discounts. These discounts apply only to Local Long Term Staff.			
<p>If applicable, Agency must apply the Local Long Term Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Local Long Term Rate.</p>	Local Long Term Discount		
	1* Weeks	4* Weeks	13* Weeks
<b>All Positions</b>	0.0%	0.5%	1.0%

Service Pricing – Table 5 Early Payment Discounts.	
<p>If applicable, Agency must apply the Early Payment Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Early Payment Rate.</p>	Early Payment Discount
	30 Days
<b>All Positions</b>	2%

## Phoenix C Allied Rate Card

Service Pricing – Table 1 BASE BILL RATES		
The Base Bill Rate is set forth in the row and column that correspond to the Staff Classification and Traveler or non-Traveler status.	Base Bill Rate (per hour)	
	Per Diem or Local Long Term Staff	Traveler Staff
Cardiology Category I	\$47.00	\$57.00
Cardiology Category II	\$54.00	\$63.00
Cardiology Category III	\$62.00	\$70.00
Cardiology Category IV	\$67.00	\$71.00
Laboratory Category I	\$27.00	\$38.00
Laboratory Category II	\$37.00	\$46.00
Laboratory Category III	\$48.00	\$58.00
Laboratory Category IV	\$51.00	\$59.00
Pharmacy Category I	\$36.00	\$46.00
Pharmacy Category II	\$83.00	\$85.00
Pharmacy Category III	\$86.00	\$90.00
Pharmacy Category IV	\$95.00	\$95.00
Radiology Category I	\$46.00	\$55.00
Radiology Category II	\$56.00	\$66.00
Radiology Category III	\$64.00	\$73.00
Radiation Oncology Category I	\$65.00	\$75.00
Rehabilitation Category I	\$50.00	\$53.00
Rehabilitation Category II	\$63.00	\$69.00
Respiratory Category I	\$44.00	\$53.00
Respiratory Category II	\$48.00	\$55.00
Nutrition Category I	\$26.40	TBD
Nutrition Category II	\$41.25	TBD
Dental Category I	\$21.00	TBD
Dental Category II	\$26.00	TBD
Dental Category III	\$42.00	TBD

Services Pricing – Table 2 ADJUSTED BASE BILL RATES					
The Base Bill Rate plus the applicable Differential is the Adjusted Base Bill Rate. If no Differential is applicable, then the Adjusted Base Bill Rate is equal to the Base Bill Rate.	Differentials (per hour). These differentials only apply to Per Diem or Local Long Term Staff. They do not apply to Traveler Staff.				
	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night
Cardiology	\$0.00	\$0.00	\$3.00	\$3.00	\$5.00
Laboratory	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pharmacy	\$0.00	\$5.00	\$5.00	\$5.00	\$5.00
Radiology	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Respiratory	\$0.00	\$1.00	\$0.00	\$0.00	\$1.00
Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Phoenix C Allied Rate Card (Continued)

Service Pricing – Table 3					
ADJUSTED BILL RATE-A; ADJUSTED BILL RATE-B; ADJUSTED BILL RATE-C; ADJUSTED BILL RATE-D					
<p>The Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is not applicable) is the Adjusted Bill Rate-A.*</p> <p>The Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is not applicable) is the Adjusted Bill Rate-B. The Overtime Multiplier is not applicable to any On-Call or Call Back time.*</p> <p>The Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is not applicable) is the Adjusted Bill Rate-C.*</p> <p>The Base Bill Rate multiplied by the Orientation/Training Multiplier (or multiplied by 1 if the Orientation/Training Multiplier is not applicable) is the Adjusted Bill Rate-D.*</p>	Multipliers				
	Call Multiplier		Overtime Multiplier	Holiday Multiplier	Orientation / Training Multiplier
	Call-Back	On-Call	Overtime	Holiday	Orientation / Training
<b>All Positions</b>	1.3	0.1	1.3	1.5	0.7
<p>* For example, if the Call Multiplier is not applicable, then the Adjusted Bill Rate-A is equal to the Adjusted Base Bill Rate;                      If the Overtime Multiplier is not applicable, then the Adjusted Bill Rate-B is equal to the Adjusted Base Bill Rate-A;                      If the Holiday Multiplier is not applicable, then the Adjusted Bill Rate-C is equal to the Adjusted Base Bill Rate-B;                      If the Orientation/Training Multiplier is not applicable, then the Adjusted Bill Rate-D is equal to the Adjusted Base Bill Rate.</p>					

Service Pricing – Table 4			
Local Long Term Discounts. These discounts apply only to Local Long Term Staff.			
<p>If applicable, Agency must apply the Local Long Term Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Local Long Term Rate.</p>	Local Long Term Discount		
	1* Weeks	4* Weeks	13* Weeks
<b>All Positions</b>	0.0%	0.5%	1.0%

Service Pricing – Table 5	
Early Payment Discounts.	
<p>If applicable, Agency must apply the Early Payment Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Early Payment Rate.</p>	Early Payment Discount
	30 Days
<b>All Positions</b>	2%

Service Pricing – Table 6	
Traveler Renewal Discount. This discount applies only to Traveler Staff.	
<p>If applicable, Agency must apply the Traveler Renewal Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Travel Renewal Rate.</p>	Traveler Renewal Discount
	13* Weeks
<b>All Allied Categories</b>	2%

## Phoenix C Critical Need Rate Card

Service Pricing – Table 1 BASE BILL RATES		
The Base Bill Rate is set forth in the row and column that correspond to the Staff Classification and Traveler or non-Traveler status.	Base Bill Rate (per hour)	
	Per Diem or Local Long Term Staff	Traveler Staff
Critical Need - RN Category I	\$67.00	\$69.00
Critical Need - RN Category II	\$71.00	\$72.00
Critical Need - RN Category III	\$73.00	\$74.00
Critical Need - RN Category III - Cath Lab	\$77.00	\$85.00
Critical Need - First Assistant Category II	\$82.00	\$82.00
Critical Need - Charge - RN Category I	\$70.00	\$72.00
Critical Need - Charge - RN Category II	\$73.00	\$75.00
Critical Need - Charge - RN Category III	\$75.00	\$77.00
Critical Need - Nurse Manager	\$78.00	\$79.00
Critical Need - House Supervisor	\$77.00	\$78.00

Services Pricing – Table 2 ADJUSTED BASE BILL RATES						
The Base Bill Rate plus the applicable Differential is the Adjusted Base Bill Rate. If no Differential is applicable, then the Adjusted Base Bill Rate is equal to the Base Bill Rate.	Differentials (per hour)					
	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night
<b>Per Diem and Local Long Term Positions</b>						
Critical Need - RN - All Categories	\$0.00	\$0.00	\$0.00	\$3.25	\$3.75	\$4.00
Critical Need - First Assistant Category II	\$0.00	\$0.00	\$0.00	\$2.00	\$2.00	\$2.50
Critical Need - All Other Positions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Traveler Positions</b>						
Critical Need - RN Category I - Case Management	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Critical Need - All Other Positions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Phoenix C Critical Need Rate Card (Continued)

Service Pricing – Table 3 ADJUSTED BILL RATE-A; ADJUSTED BILL RATE-B; ADJUSTED BILL RATE-C; ADJUSTED BILL RATE-D					
<p>The Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is not applicable) is the Adjusted Bill Rate-A.*</p> <p>The Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is not applicable) is the Adjusted Bill Rate-B. The Overtime Multiplier is not applicable to any On-Call or Call Back time.*</p> <p>The Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is not applicable) is the Adjusted Bill Rate-C.*</p> <p>The Base Bill Rate multiplied by the Orientation/Training Multiplier (or multiplied by 1 if the Orientation/Training Multiplier is not applicable) is the Adjusted Bill Rate-D.*</p>	Multipliers				
	Call Multiplier		Overtime Multiplier	Holiday Multiplier	Orientation / Training Multiplier
	Call-Back	On-Call	Overtime	Holiday	Orientation / Training
<b>All Critical Need Positions</b>	1.3	0.1	1.3	1.5	0.7
<p>* For example, if the Call Multiplier is not applicable, then the Adjusted Bill Rate-A is equal to the Adjusted Base Bill Rate;                      If the Overtime Multiplier is not applicable, then the Adjusted Bill Rate-B is equal to the Adjusted Base Bill Rate-A;                      If the Holiday Multiplier is not applicable, then the Adjusted Bill Rate-C is equal to the Adjusted Base Bill Rate-B;                      If the Orientation/Training Multiplier is not applicable, then the Adjusted Bill Rate-D is equal to the Adjusted Base Bill Rate.</p>					

Service Pricing – Table 4 Local Long Term Discounts. These discounts apply only to Local Long Term Staff.			
<p>If applicable, Agency must apply the Local Long Term Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Local Long Term Rate.</p>	Local Long Term Discount		
	1* Weeks	4* Weeks	13* Weeks
<b>All Critical Need Positions</b>	0.0%	0.0%	0.0%

Service Pricing – Table 5 Early Payment Discounts.	
<p>If applicable, Agency must apply the Early Payment Discount after performing all other pricing calculations as set forth on this <a href="#">Section 3.0</a>. The resulting product is the Early Payment Rate.</p>	Early Payment Discount
	30 Days
<b>All Critical Need Positions</b>	2%

**AGREEMENT FOR TRAVELER AND LOCAL LONG TERM STAFF  
("TRAVELER FORM")**

**BETWEEN**  
\_\_\_\_\_ **[Agency] AND** \_\_\_\_\_ **[Customer]**

This Traveler Form is entered into by and between \_\_\_\_\_ ("Customer") and \_\_\_\_\_ ("Agency") for the purpose of tracking Traveler and Local Long Term Staff Bookings to Customer.

**MASTER AGREEMENT.** Statement of Work Number \_\_\_ (the "SOW") to the Master Agreement for Supplemental Staffing Services between MedAssets Workforce Solutions ("MedAssets") and Agency, Effective \_\_\_\_\_, 20\_\_ (the "Agreement"), governs the relationship among Agency (including Staff), Customer, and MedAssets. For purposes of clarity: "Staff" is defined in the Agreement; "Travelers" and "Long Term Local Staff" are also defined in the Agreement and are subsets of Staff.

**ASSIGNMENT DURATION.** Agency must provide Staff person for the period of time specified below. The assigned period may be extended by any amount of time that is mutually agreeable among the Agency, Customer, and the Booked Staff person, by executing an additional Traveler Form.

**STAFF PERSON**

Name of Staff person: \_\_\_\_\_  
Permanent Address of Staff: \_\_\_\_\_  
Local Address of Staff: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**JOB DETAILS**

Job Specification: \_\_\_\_\_ Staff Classification: \_\_\_\_\_  
Schedule and Shift: \_\_\_\_\_  
Specify if Local Long Term Staff or Traveler: \_\_\_\_\_  
Specify minimum work week:  
Option 1: (\_\_\_ hrs per each two-week period) \_\_\_\_\_  
Option 2: (\_\_\_ hrs per week): \_\_\_\_\_  
Additional Details (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT PERIOD**

Agency will provide Staff person beginning \_\_\_\_\_ ("Start Date") and ending \_\_\_\_\_ ("End Date").

**AGREED AND ACCEPTED**

**CUSTOMER**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**AGENCY**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**CRITICAL NEED FORM**

Customer (Facility):		
Agency:		
Market:		
Name of Staff Person:		
Job Specification:		
Unit Type:		
Assignment Type: ( <i>Attachment 1-A Traveler Form is still required for Traveler and Local Long Term Staff</i> ):		
Per Diem Staff:	<input type="checkbox"/>	
Local Long Term Staff:	<input type="checkbox"/>	
Traveler Staff:	<input type="checkbox"/>	

**ASSIGNMENT DURATION.** Agency must provide Staff person for the period of time specified below. The assigned period may be extended by any amount of time that is mutually agreeable among the Agency, Customer, and the Booked Staff person, by executing an additional Critical Need Form.

Agency will provide Staff person beginning \_\_\_\_\_ (“Start Date”) and ending \_\_\_\_\_ (“End Date”).

**AGREED AND ACCEPTED**

**CUSTOMER**

By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

**AGENCY**

By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

**MEDASSETS**

By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

## STAFF CLASSIFICATIONS AND SPECIFICATIONS

### NURSING

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>RN</b>					
Category I	Acute Rehab	2	Med/Surg, or Acute Rehab	BLS	Rehab experience
	Bariatric I	2	Telemetry and Med/Surg	BLS	ACLS
	Case Management	2 as an RN & 1 as a Case Manager	Case/resource management or utilization review experience	BLS	Case Manager certification, ACLS
	Clinic/Ambulatory	2	BLS	BLS	
	Home Health or Hospice	2	Current exp. in Home Health or Hospice	BLS	
	Medical / Surgical	2	Med/Surg	BLS	
	Newborn Nursery	2	Newborn Nursery	BLS	NRP/NALS
	Oncology	2	Oncology	BLS, Chemo	Oncology
	Outpatient Surgery	2	Med/Surg or PACU	BLS	ACLS
	Psych (General)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	
	Psych (Geriatric)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	1 year Psych experience
	Short Procedure (Prep & Hold)	2	Med/Surg	BLS	IV Certification
	SNF	2	Med/Surg, LTCF/SNF	BLS	
	Telemetry I	2	Med/Surg	BLS	ACLS
UR (Utilization Review)	2	BLS	BLS	ACLS	
Category II	Acute Epilepsy	2	Meg/Surg, Telemetry or Epilepsy	BLS, ACLS	Epilepsy Monitoring
	Bariatric II	2	Telemetry and Med/Surg and 1 year ICU preferred	BLS, ACLS	
	Bone Marrow	2	Bone Marrow preferred with Oncology minimum	BLS	ACLS, Chemo
	Definitive Observation Unit (DOU) / PCU	2	TELE	BLS, ACLS, EKG Course	Critical Care or Telemetry Course
	IMC (Intermediate Care)	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Outpatient Surgery II	2	GI Recovery	BLS, ACLS	
	Pediatrics	2	Pediatrics	BLS	PALS
	Post Partum - OB/GYN	2	Post Partum required, Med/Surg	BLS	NRP
	Solid Organ	2	Transplant	BLS, ACLS	
	Step Down	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Telemetry II	2	TELE	BLS, ACLS, EKG Course	TELE Course
Category III	Burn	2	Burn Unit Experience	BLS, ACLS, Burn Course	Critical Care Course
	Cardiac Cath Lab	2	Current Critical Care	BLS, ACLS; EKG Certification;	Critical Care Course; scrub experience
	Cardio Vascular Operating Room	2	CVOR, experience with Balloon pumps required	BLS, ACLS, CCRT	CORN
	CCU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	CVICU/OHUR	2 years, with recent work in CVOR	CVOR, experience with Balloon pumps required	BLS, ACLS, CCRT	
	Dialysis	2	Current Dialysis experience	BLS	ACLS
	Emergency Room	2	ER	BLS, ACLS	ATLS, TNCC, PALS, CPI, ERMCP
	GI Lab/Endoscopy	2	Current Critical Care/GI Lab	BLS, ACLS	Conscious Sedation Course
	ICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Labor and Delivery	2	L&D, with ability to scrub C-sections	BLS, NRP/NALS, ACLS, Fetal Monitor Course (hospital approved)	Antenatal/High risk experience, AWHONN Fetal Heart Monitoring Principles & Practices, AWHONN Cert. as an Inpatient OB Specialist (RNC) or equivalent
	MICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Neuro/Trauma ICU	2	Neuro/Trauma preferred; Current ICU minimum	BLS, ACLS	TNCC or CNRN
	NICU (level II & III)	2	Current NICU experience	BLS, NRP/NALS	NICU Course
	Operating Room	2	OR	BLS, ACLS, PALS	CORN
	Post Anesthesia Recovery (PACU)	2	Current Critical Care	BLS, ACLS	PALS
	Pediatric Emergency Room	2	2 years Pediatric, 1 year Pediatric ER or ICU	BLS, PALS	
	Pediatric ICU/CCU	2	Current Pediatric Critical Care	BLS, PALS, NALS	Critical Care Course
	PICU (level II & III)	2	Current PICU experience	BLS, PALS	PICU Course
	PSHU	2	Current PSHU experience	BLS, PALS	
	PTCA Recovery	2	Cardiac Cath Lab	BLS, ACLS	
	Scrub Nurse	2	Current in surgery/OR	BLS, OR Certification	ACLS
SICU	2	Current Critical Care	BLS, ACLS	Critical Care Course	

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>RN - LTAC</b>					
Category I	LTAC	1	Med/Surg	BLS	ACLS
Category II	LTAC	1	Current Step Down or Critical Care, Ventilator & Drip experience	BLS, ACLS	
<b>LPN</b>					
LPN	Acute Rehab	2	Med/Surg	BLS, IV Certification	
	Clinic/Ambulatory	2	Clinics	BLS, IV Certification	
	Labor and Delivery	2	L&D	BLS, IV Certification	NRP/NALS
	Medical/Surgical	2	Acute Med/Surg	BLS, IV Certification	
	Newborn Nursery	2	Newborn Nursery	BLS, IV Certification	NRP/NALS
	PCU	2	Med/Surg	BLS, IV Certification	ACLS
	Pediatrics	2	Pediatric	BLS, IV Certification	PALS
	Psych (General and Geriatric)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	
	SNF	2	Med/Surg	BLS, IV Certification	
	Step Down	2	Med/Surg	BLS, IV Certification	ACLS
	Telemetry	2	Med/Surg	BLS, IV Certification	EKG Course
	Transplant	2	Transplant	BLS	
	Any Critical Care Unit	2	Current Critical Care	BLS, IV Certification,	Critical Care Course, ACLS
Emergency Room	2	ER	BLS, PALS, IV Certification	NRP/NALS, ACLS	
Pediatric ER	2	Pediatric ER	BLS, PALS, IV Certification	NRP/NALS, ACLS	
<b>First Assistant - Surgery</b>					
Category I	First Assistant - OR Tech (Certified)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
Category II	First Assistant - Registered Nurse (Licensed)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
<b>CNA/PCT</b>					
CNA/PCT	ALL	2	Acute Hospital Experience	Board CNA	
	Medical Assistant	2	Physician's office	Certification, BLS	BLS
	Nursing Aide	2	Currently enrolled in nursing program, nursing school or other healthcare school	BLS	
<b>Care Companion</b>					
Care Companion	ALL	6 months	One-to-one ratio experience, hospital acute care experience	Board CNA	
<b>Sitter</b>					
Sitter	ALL	1	Healthcare Experience; Ability to observe and verbally communicate patient status	BLS	
<b>Techs</b>					
CS Tech	Central Sterile Techs	2	Knowledge of sterile techniques, instrument identification, surgical procedures or equipment	CRCST or equivalent certification program	2-3 years related experience
EMTs	EMT	2	ER	BLS, EKG	
ER Tech	Emergency Room Techs	2	ER	BLS, EKG	
Monitor Techs	Monitor Techs	2	Hospital Acute Care	BLS, EKG	
Psych	BHT/Mental Health Worker	2	required 2 years min of Behavioral Health experience (if required education completed) or minimum of 4 years work experience as BHT if education required not met. Must be 21 years or older per state requirements Must have current Fingerprint card and meet licensure standards of Office of Behavioral Health (OBHL)	Bachelor's or Associates degree in Behavioral Health or related field, Non-Violent Crisis Prevention Intervention (CPI) only not Crisis Intervention Training (CIT) Course, BLS required annually	
	Psych	2	BA degree in Psych or related field	BLS, CPI Certification	Group Experience
	Psych Tech	2	Current Psych experience	Non-Violent Crisis Intervention Course	
<b>SOCIAL WORKER</b>					
Social Worker	Social Services/Case Management	2	Evaluate and implement plans of care utilizing community resources, crisis intervention, consultative in emotional, social and financial aspects of care. Crossed trained team member to provide discharge planning and other services throughout the continuum of care.	MSW or LCSW, Masters degree in Social Work from a graduate school accredited by the Council of Social Work Education. Current licensure in state of practice.	

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>Surgical Tech</b>					
Category I	OB Tech	2	OB	BLS	OBT/ORT Course
	OR Tech	2	Hospital Experience within OR specialty	BLS	OR Course
Category II	Balloon Pump Tech	2	Balloon Pump	BLS, Relevant Manufacturers Certification	
	CVOR Tech	2	Hospital Experience within OR Heart specialty	BLS	CVOR/ORT Course
<b>Management</b>					
Charge Nurse	ALL	2	Assigning and scheduling the work of all group members on the unit level. Assisting, guiding, and instructing group members in the performance of their duties. Performing the same or similar work assignments as the other members of the group	BLS, ACLS	Critical Care Course
House Supervisor	ALL	2	At least 2 years supervisory experience, 5 years overall acute care nursing experience	BLS, ALS, PALS, CPI (Crisis Prevention and Intervention), Proven understanding of JCAHO standards	BSN; Clinical certification for specialty as appropriate; Familiarity with state regulatory environment; Experience in unionized environments, Title 22, Consent Law, HIPAA
Nurse Manager	ALL	3	3 Years progressive management experience overall; At least 1 year clinical experience in unit type; 5 years overall acute care nursing experience	BSN, All unit-specific certifications required of RNs	MSN; Membership in professional nursing leadership organization; Familiarity with state regulatory environment; Experience in unionized environments, Title 22, Consent Law, HIPAA
<b>Non-Acute</b>					
RN	Nursing Home	2	No private duty; current experience in Home Health or Hospice	BLS	
LPN	Nursing Home	2	Nursing Home and Assisted Living experience	BLS, IV Certification	
CNA/PCT	Nursing Home and Assisted Living	2	Nursing Home and Assisted Living experience	Board CNA Certification, BLS	
Medical Assistant	ALL	2	Physician's office	Certification, BLS	

## STAFF CLASSIFICATIONS AND SPECIFICATIONS

### ALLIED

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>Cardiology</b>					
Category I	EKG Tech	2	Graduate of accredited electroneurodiagnostic technology program	EKG Certification, BLS	
Category II	Neurodiagnostic Specialties	2	BLS	BLS	
Category III	Cardiovascular Radiology Tech	2	CVT, Relevant Equipment	Graduate from Accredited Program, BLS, ARRT, State MRTBE	Specialization Certificate
	CV Tech	2	Cath Lab Experience	Graduate from Accredited Program, BLS	ARRT, Specialization Certificate
	Echo Tech/Sonographer	2	Graduate from Accredited Program, BLS	Graduate from Accredited Program, BLS	RDCS (Registered Diagnostic Cardiac Sonographer - Adult 7 Pediatric)
Category IV	Ultrasound Tech-Vascular	2	Exp. In all non-invasive vascular ultrasound	Graduate from Accredited AMA ultrasound school, RDMS Certified, BLS	RVT
	Cardiovascular Tech	2	CVT, Relevant Equipment, Scrub Experience	EKG Certification; Graduate from Accredited, BLS	ARRT, Specialization Certificate
	Cath Lab Tech	2	BLS, Scrub Experience	EKG Certification; BLS	
	Cath Lab RN Specialist	3	BLS, ACLS, Scrub Experience	EKG Certification; BLS, ACLS; RN License	
<b>Laboratory</b>					
Category I	Laboratory Technician	1	Hospital, Commercial. Lab, Blood Bank	BLS	
	Phlebotomist	2	Hospital, Commercial. Lab, Blood Bank	BLS, Program Cert.	
Category II	Medical Lab Tech/MLT	1	Relative experience	BLS, MLT, ASCP	
Category III	Histology Technologist	5	Relative histology exp.	BLS, HT	
	Medical Technician/Generalist	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Blood Bank	1	Relative experience	BLS, MT-ASCP, BB	
	Med Tech/Chemistry	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Hematology	1	Relative experience	BLS, MT-ASCP	
Category IV	Med Tech/Microbiology	1	Relative experience	BLS, MT-ASCP	
Category IV	Cytologists	5	Gyn & Non-Gyn	BLS, CT	
<b>Pharmacy</b>					
Category I	Pharmacy Tech	1	HBOC Star	BLS	Automation skills- PIXIS; HBOC Star experience preferred, IV Room, Sterile Processing
Category II	Pharmacist	1	HBOC Star	BLS	IV Room, Sterile Processing
Category III	Profiling Pharmacist	1	Artery entry skill with HBOC; mandatory HBOC experience	BLS, IV Certification	Sterile Processing
Category IV	Interim Pharmacy Director or manager	2	Pharmacy Management experience, HBOC Star,	BLS, IV Certification	Pharm. D degree

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>Radiology</b>					
Category I	Radiology Tech	1	Relevant Equipment, General Radiology, Fluoroscopy, OR Exp. 1 year Hospital experience.	Graduate from AMA approved Rad. program, State License, BLS, PACS	CR-DR
Category II	CT Technologist	1	1 year. Radiology and CT experience, Relevant Equipment	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE, PACS	ARRT-CT, Specialization Certificate
	Intraventional Rad. Tech	1	Exp. Using angiographic equipment, balloon angioplasty and stenting. Scrub experience	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE, PACS	ARRT-CVT, Specialization Certificate, ACLS
	Mammography Tech	1	MAM, Relevant Equipment. Stereotactic, core and vacuum assisted biopsy	Graduate from AMA Accredited Program, MQSA, ARRT-M, State License, BLS, State MRTBE	ARRT-QM Specialization Certificate
	MRI Technologist	2	MRI, Relevant Equipment	Graduate from Accredited Program, ARRT, BLS, State MRTBE, PACS	ARRT-MR Certification
Category III	Nuclear Medicine Tech	1	NMT, Relevant Equipment	Graduate from Accredited Program, BLS, State License, ARRT or NMTCB eligible, PACS	Specialization Certificate
	PET/CT Technologist		PET Imaging Experience, 6 months relevant equipment experience	Graduate from Accredited Nuclear Medicine Program, BLS, ARRT, CAMRT or NMTCB eligible	PET Courses
	Ultrasound Tech-Gen	1	Ultrasound and Venous exams, General Ultrasound Doppler, Venous	Graduate from Accredited AMA ultrasound school, RDMS Certified, BLS, PACS	Specialization Certificate
<b>Rehabilitation</b>					
Category I	Certified Occupational Therapy Assistant	1	BLS	BLS; AA degree from Occupational Therapist Assistant Program approved by the American Occupational Therapy Association; certified by state of Arizona	
	Physical Therapy Assistant	1	BLS	BLS; Must have AA degree from Physical Therapist Assistant Program approved by the American Physical Therapy Association; Certification by the State of Arizona.	
Category II	Occupational Therapist	1	BLS	BLS; B.S. in occupational therapy from an accredited university; License from State of Arizona; Successful completion of the National Board for Certification in Occupational Therapy (NBCOT)	
	Physical Therapist	1	Relevant experience to assigned program area	BLS; B.S. in physical therapy from an accredited university; Licensed in the state of AZ	
	Speech Language Pathologist	1	BLS	BLS; Master's Degree in Speech Language Pathology from an accredited university; Certificate of Clinical Competence in Speech Language Pathology; certified member of American Speech -Language-Hearing Assoc.	

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
<b>Respiratory</b>					
Category I	Pulmonary Function Tech. - Certified	2		CPFT, BLS, PALS	
	Respiratory Care Practitioner - Certified	2	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Certified Respiratory Therapist (CRT) Licensed Respiratory Care Practitioner by appropriate State department, BLS; PALS	ACLS; NRP or ENPC
Category II	Pulmonary Function Tech. - Registered	2		RPFT, BLS, PALS	
	Respiratory Care Practitioner -Registered	2	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Registered Respiratory Therapist (RRT) Licensed Respiratory Care Practitioner by appropriate State department, BLS; PALS	ACLS;NRP or ENPC
	Sleep Tech.	2	Polysomnogram	BLS, PALS	R PSG T
<b>Nutrition</b>					
Category I	Nutrition Educator	1	knowledge of nutrition information to deliver to public through various means. Ability to develop nutrition education material	Bachelor's degree in Nutrition or Dietetics	
	Nutrition Program Assistant	2	4 years administrative experience, WIC program knowledge, knowledge of basic human nutrition principles and practice with emphasis of women, infants and children		DEP certificate, Bi-Lingual Spanish
Category II	High Risk Nutritionist	2	Public health work exp. General knowledge of maternal, infant and childhood nutrition.	Bachelor's degree in Nutrition or Dietetics, Registered Dietician	RD eligible and must become registered within 6 months of probation period
	Community Nutritionist	2	plans, delivers and evaluates nutrition education programs for a variety of community groups in order to improve the nutritional status of targeted population	Bachelor's degree in Nutrition or Dietetics, Registered Dietician	RD eligible and must become registered within 6 months of probation period
<b>Radiation Oncology</b>					
Category I	Radiation Therapy	1	Experience with relevant Linear Accelerator, CT and computerized oncology	MRTBE (AZ) license as well as ARRT certification. Graduate of an Accredited RTT program, BLS	ARRT (T) certification, experienced with IMPAC and Varian technology
Category II	Dosimetrist	1	Expertise in calculating and generating radiation dosages, experience with relevant equipment	CMD	Experience using dosimetry software, IMRT, add IMPAC, Varian, Brain Lab, and Pinnacle ADAC
Category III	Physicist	3	Master of Science/Physics	ABR or ABMP	IMPAC, Varian, Brain Lab, and Pinnacle ADAC
<b>Dental</b>					
Category I	Dental Assistant	1	Assist dentist in clinical care of patients, including preparation of exam rooms, instruments and materials as well as monitoring and updating charts	HS diploma or GED required Dental Assistant Certification	Bilingual Spanish/English
Category II	Dental Assistant II	2	Assist dentist in clinical care of patients, including preparation of exam rooms, instruments and materials as well as monitoring and updating charts	HS diploma or GED required	Bilingual Spanish/English, Dental Assistant Certification
Category III	Dental Hygienist	2	Participates in patient education of oral hygiene and other dental related areas, reviews patient health history, reinforces treatment plans and charts	Graduate of accredited dental hygiene program and licensed to practice in geographic region of employment	x ray certification

## DEFINITIONS RELATING TO PRICING

Unless the Customer specifies otherwise, the following terms have the meaning given in this table:

12-hour Day or AM	The 12-hour shift beginning in the morning; start of shift is defined separately by each Customer.
12-hour Night or PM	The 12-hour shift beginning in the evening and ending in the morning; start of shift is defined separately by each Customer.
"Call-Back"	means time during which Staff works if: (a) Staff is assigned to an On-Call shift, and (b) at Customer's request, Staff presents to the designated Customer facility to work at the Customer facility for the remainder of the On-Call shift. For the avoidance of doubt, no time is Call-Back time until the Staff arrives at the facility and presents to the appropriate department or unit to work the shift.
"Critical Need"	means any Staff whose Per Diem Shift or Local Long Term or Traveler Assignment is designated by the Customer and MedAssets as a Critical Need as indicated by the following approval process: the approval process entails the completion of the Critical Need form and signatures by all parties (the approved Customer C-Suite designee, MedAssets designee and Agency.)
"Excess Time"	means any time that a Staff works if the Customer has not requested and approved in writing that the Staff perform Services during that time, prior to the Staff's working during that time.
"Holiday"	means each day listed below. For the avoidance of doubt, no other days are Holidays for purposes of this Agreement. Each Holiday begins and ends at the times designated by the Customer or Customer's facility. <ol style="list-style-type: none"> <li>(1) New Year's Day</li> <li>(2) Memorial Day</li> <li>(3) Independence Day (July 4<sup>th</sup>)</li> <li>(4) Labor Day</li> <li>(5) Thanksgiving Day</li> <li>(6) Christmas Day</li> </ol>
"Local Long Term Assignment"	means any Staff Booking lasting one week or longer and whose permanent address for Federal Tax purposes is less than the radius required by a Traveler Assignment.
"On-Call"	means time during which Staff is not present at any Customer facility but remains available to work at the Customer facility if requested by the Customer. For the avoidance of doubt, no Staff is On-Call unless Customer requests that the specified Staff provide On-Call Services during that time.
"Overtime"	means either (A) time during which a Staff works in excess of 40 hours during one Pay Period for the same Customer (if the Guaranteed Minimum Hours are inapplicable or average 40 hours or less per week), or (B) time during which a Staff works in excess of 48 hours during one Pay Period for the same Customer (if the Guaranteed Minimum Hours are 48 hours per week).
"Payroll Period"	means the seven-day period beginning at 12:00a.m. Sunday and ending at 11:59p.m. the following Saturday or the period designated by the Customer or Customer's facility.
"Recent Grad"	means any Staff who is a recent graduate of an accredited school and whose experience is less than what's required in <u>Section 8</u> .
"Traveler Assignment"	means any Staff Booking worked by a Booked Staff whose permanent address for Federal Tax purposes is at least 75 miles away from the Customer facility.
"Weekday Day"	Each Customer establishes its own definition of Weekday Day. For example, a Customer may define Weekday Day to mean Monday through Friday, 7:00a.m. to 4:00p.m.
"Weekday Evening"	Each Customer establishes its own definition of Weekday Evening. For example, a Customer may define Weekday Evening to mean Monday through Thursday, 3:00p.m. to 11:00p.m.
"Weekday Night"	Each Customer establishes its own definition of Weekday Night. For example, a Customer may define Weekday Night to mean Monday through Thursday, 11:30p.m. to 7:00a.m. the following day.
"Weekend Evening"	Each Customer establishes its own definition of Weekend Evening. For example, a Customer may define Weekend Evening to mean Friday from 7:00p.m. to 11:30p.m.; and Saturday Sunday from 3:00p.m. to 11:30p.m.
"Weekend Day"	Each Customer establishes its own definition of Weekend Day. For example, a Customer may define Weekend Day to mean Saturday from 7:00a.m. to 3:00p.m. and Sunday from 7:00a.m. to 3:00p.m.
"Weekend Night"	Each Customer establishes its own definition of Weekend Night. For example, a Customer may define Weekend Night to mean Friday through Sunday, from 11:30p.m. to 7:00a.m. the following day.

### STAFF PROFILE AND ATTESTATION

Agency Name: \_\_\_\_\_

Agency Staff Name: \_\_\_\_\_

Staff Type: \_\_\_\_\_ (e.g. RN, LPN, ST, PT, RT, etc.)

Date of Hire: \_\_\_\_\_

License/Certification Number:		Expiration Date:	Verification Date:
State:	Compact Verified (Y/N):	<input type="checkbox"/> Copy of Primary Source Verification	Action Against License (Y/N):

BLS Certification: <input type="checkbox"/>	ACLS Certification: <input type="checkbox"/>	Other Certification(s) (NRP, Chemo, CPI, etc):
BLS Expiration Date:	ACLS Expiration Date:	Expiration Date(s):

Medication Test (RN/LPN):	Score: %	Date Completed:
---------------------------	----------	-----------------

Submitted area(s) of Specialty	Years of Experience	Specialty Exam(s)	Score (%)	Date Completed
1.			%	
2.			%	
3.			%	

**Please refer to Section 8.0 staff classifications and specifications to verify experience required**

**Health of Program Participants.** Agency affirms the Staff listed below has completed the following health screenings or documented health status as follows:

Requirement	Date Last Completed
1 Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months	
2 Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR	
3 Varicella immunity, by positive history of chickenpox or proof of Varicella immunization	
4 Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated	
5 Negative drug screen as required by Customer	
6 Respiratory Fit Test (brand and size: _____ )	
7 Physical Exam	
8 Color Blind Test as required by Customer	
9 Other as required by Customer (e.g. Flu / H1N1):	

**Background Checks.** Agency has conducted a retrospective background check on all Staff assigned to the Customer prior to their participation in clinical activities. Unless each Customer is notified in writing, all background checks are negative. The background check included the following:

Requirement		Date Last Completed
1	Social Security number verification	
2	Seven Year Criminal Background Check (all counties, all states)	
2a	Misdemeanors within past seven years	<input type="checkbox"/> Yes <input type="checkbox"/> No
2b	Felonies within past seven years	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Violent Sexual Offender & Predator registry	
4	HHS/OIG/GSA	
5	Other:	

**Other Customer Requirements.** Customer may require additional information e.g. In-services, certifications, fingerprint cards, additional health requirements (H1N1, Flu)

Requirement		Date Last Completed
1		
2		
3		
4		
5		
6		

Agency acknowledges this information will be available to all customer facilities as reasonably necessary. Proluent reserves the right to perform Audits per the terms of the contract. Electronic Submission of the Staff Profile and Attestation is acknowledgment of completed information being accurate to the best of the individual's knowledge completing the form on behalf of the agency.

**Agency Name:** \_\_\_\_\_

**Information Verification By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**“HOT TOPICS” SERVICE LEVEL REQUIREMENTS SUMMARY**

<b>Service Level</b>	<b>Per Diem</b>	<b>Traveler/Local Contract</b>
Payment for Late Booking	Exhibit D, Section IV, F If Staff begins working within 1 hour of scheduled start time – facility pays from start of shift If Staff arrives 1+ hour after scheduled start of shift – facility pays for time worked.	Same
Overtime	Exhibit D, Section VI, D Customer has no responsibility to pay Agency for any Overtime, despite any obligation Agency may have to pay Staff, unless: (1) Customer schedules the Staff to work Overtime (in writing) or, if the Overtime is unscheduled, the Overtime worked is approved in writing before the Booked Staff works the Overtime by a person with authority to order Staff under Section II.A of this Exhibit D; (2) Agency notifies Customer as required under Section VI.D of this Exhibit D; and (3) the Overtime is properly invoiced as set forth in Section 4.4 of the Agreement.	Same
Excess Time	Exhibit D, Section VI, F Facility does not need to pay for excess time (missed lunch, late departures, etc) if prior approval was not obtained	Same
No-Show Penalty (Shift)	Exhibit D, Section IV, E If agency does not replace staff, agency must credit or pay the cost of the full shift to facility	Same
No-Show Penalty (Assignment)	N/A	Exhibit D, Section V, B Agency must replace staff within agreed upon timeframe. If no replacement is found, agency owes facility 36 hours of Staff’s bill rate for remaining weeks, not to exceed 36 hours.
Late Show	Exhibit D, Section IV, C and D <u>With Advance Notice:</u> If Staff arrives more than one hour after start of shift, Facility may elect to cancel shift without penalty or maintain staff and pay for time worked. <u>Without Advance Notice:</u> Facility can deem Staff a “No Show” and receive credit for the cost of the full shift.	Same
Canceling Staff: Facility	Exhibit D, Section IV, B If Facility cancels within 4 hours before the start of a shift, Agency may invoice the customer for 4 hours at the contracted rate	Exhibit D, Section V, D Facility can cancel 1 shift per 2-week period without penalty (with a 2 hour notice).
Canceling Staff: Agency	Exhibit D, Section IV, B If Agency cancels within 4 hours before the start of a shift, Agency credits or pays facility 4 hours.	Exhibit D, Section V, F In case of Staff illness, Agency can cancel 1 shift per 4-week period with 2 hours advance notice. At facility’s discretion, Staff may make up shift within same pay period without incurring overtime.
Canceling Assignment: Facility	N/A	Exhibit D, Section V, A If assignment is canceled within 2 weeks of start, facility either 1) owes 36 hours of Staff’s bill rate per remaining weeks, not to exceed 36 hours, or 2) offers a comparable assignment within 7 days

**“HOT TOPICS” SERVICE LEVEL REQUIREMENTS SUMMARY (cont’d)**

<b>Service Level</b>	<b>Per Diem</b>	<b>Traveler/Local Contract</b>
Canceling Assignment: Agency	N/A	Exhibit D, Section V B If agency cancels < 2 weeks prior to start date and cannot replace within 1 week of scheduled start date, or cancels before completion date agency credits 36 hours of bill rate per remaining weeks, not to exceed 36 hours.
Floating: Before shift starts	Exhibit D, Section III G If Staff refuses to be assigned to a unit other than initial order (they must be qualified), facility may release Staff without penalty and Agency credits or pays facility 4 hours. A float assignment may cross facilities.	Exhibit D, Section III G. 4 a-c Facility should try to give Staff at least 2 hours advance notice prior to the shift start time to float to an affiliate facility. If Staff is reassigned to float across facilities after start of shift, travel time may be billed.
Floating: In the middle of an assignment	Exhibit D, Section III G If Staff refuses to float (must be qualified), facility may cancel or terminate first assignment or reassigned shift without cost or penalty.	Same
Right to Hire	Exhibit D, Section III H Facility may hire Staff at any time with no cost or penalty or waiting period after completion of assignment unless otherwise agreed upon by both parties. Exception for RN, LPN, Rehab & Pharmacy.	Same
Orientation	Exhibit D, Section III E Up to 8 hours paid by agency and up to an additional thirty-two hours of orientation at a reduced orientation/training rate specified in Rate Card by the Orientation/Training Multiplier If staff arrives late or is “no show” for scheduled orientation class, facility may levy penalties as outlined in Section IV, C-F of Exhibit D.	Same
Authority for Ordering Staff	Exhibit D, Section II, A	Same
Screening Criteria “Competent Staff”	Exhibit D, Section I, A-D	Same
Screening Criteria “immunization”	Exhibit D, Section I, C.3 The staff has been immunized against, provides proof of positive titer or is otherwise immune to	Same
Screening Criteria “fit test”	Exhibit D, Section I, B.5 Agency will assume cost of fit testing if required to do so by Customer. Agency may chose to have fit test completed through outside resource other than Customer. If Agency requests that their staff not be tested at Customers location, fit test must be done prior to staff being able to start assignment. (refer to <a href="http://www.osha.gov">http://www.osha.gov</a> for latest requirements)	Same
Screening Criteria “OSHA Compliance	Exhibit C Section V, G Agency must comply with OSHA regulations and any specific requirements requested by customer (refer to <a href="http://www.osha.gov">http://www.osha.gov</a> for latest requirements)	Same
Testing	Exhibit D, Section III, B	Same
Staff Misconduct	Exhibit D, Section II, D & F	Same
Staff Evaluations	Exhibit D, Section III, A	Same
Disclosures	Exhibit D, Section I, E	Same

**“HOT TOPICS” SERVICE LEVEL REQUIREMENTS SUMMARY (cont’d)**

<b>Service Level</b>	<b>Per Diem</b>	<b>Traveler/Local Contract</b>
Disasters/Emergencies	Exhibit D, Section VII, D	Same
Customer’s Request of Staff	Exhibit D, Section II, B	Same
Termination of Staff	Exhibit D, Section II, F	Same
Use of Customer’s Property	Exhibit D, Section VII, A	Same
Excess Time	Exhibit D, Section VI, F	Same
Customer Audit of Supplier	Exhibit D, Section VIII, A	Same
MedAssets Audit of Supplier for Service Levels	Exhibit C, Section I, A	Same



## **Market Management Contact Information**

**Senior Manager:** AJ Thomas  
**Office Phone:** 972-813-8408  
**E-mail:** [AJ.Thomas@medassets.com](mailto:AJ.Thomas@medassets.com)

\*Certain agencies may have exceptions to the terms included below, please contact MedAssets for further details.

**CONTRACT NO.** \_\_\_\_\_

**MASTER AGREEMENT**

**FOR**

**SUPPLEMENTAL STAFFING SERVICES**

**between**

**MEDASSETS WORKFORCE SOLUTIONS**

**and**

\_\_\_\_\_

**DATED:** \_\_\_\_\_

This **Master Agreement for Supplemental Staffing Services** (this “Agreement”), effective as of \_\_\_\_\_ (the “Effective Date”), is between MedAssets Performance Management Solutions, Inc. dba MedAssets Workforce Solutions, a Delaware corporation with offices at 5543 Legacy Drive, Plano, Texas 75024 (“MedAssets”), and \_\_\_\_\_ with offices at \_\_\_\_\_, \_\_\_\_\_ (“Agency”), and remains in effect commencing on the Effective Date and expiring on \_\_\_\_\_ unless terminated earlier pursuant to the terms and conditions of this Agreement (the “Term”). MedAssets and Agency agree as follows:

## SECTION 1

### ORGANIZATION AND BACKGROUND

#### 1.1 Definitions.

1.1.1 Customer. “Customer” means any Customer that may purchase Services under this Agreement. A list of Customers is incorporated into each Statement of Work (“SOW,” defined in Section 1.6.1, below). In MedAssets discretion, MedAssets may revise the list of Customers at any time by providing a revised list to Agency.

1.1.2 Service. “Service” means any service listed on a SOW, and includes any Staff Booking performed by any Booked Staff.

1.1.3 Staff Booking. “Staff Booking” means the specific components of any Services that a Customer orders from Agency. Each Staff Booking entails: (a) the Staff Classification that the Customer specifies and that the Booked Staff must satisfy; (b) the designated Customer facility and Customer unit or department where the Booked Staff is scheduled to perform the Services; (c) the Guaranteed Minimum Hours that the Customer selects (if applicable); and (d) the shift or shifts that the Customer schedules the Booked Staff to perform as part of the Services. For the avoidance of doubt, a shift is a subpart of a Staff Booking; conversely, each Staff Booking is comprised of one or more shifts.

1.1.4 Staff. “Staff” means any person that Agency may assign to perform any Services.

1.1.5 Booked Staff. “Booked Staff” means any Staff whom Agency assigns to perform any Staff Booking. All Booked Staff are one of the following: Traveler Staff, Local Long Term Staff, or Per Diem Staff.

1.1.6 Traveler Staff. “Traveler Staff” means any Booked Staff assigned to a Traveler Assignment.

1.1.7 Local Long Term Staff. “Local Long Term Staff” means any Booked Staff assigned to a Local Long Term Assignment.

1.1.8 Per Diem Staff. “Per Diem Staff” means any Booked Staff that are neither Traveler Staff nor Local Long Term Staff.

1.1.9 Other Definitions. All capitalized terms not otherwise defined have the meanings given to them in Exhibit A or Exhibit B.

**1.2 Group Purchasing Agreement.** This Agreement is a group purchasing agreement through which any Customer may elect to purchase Services from Agency.

**1.3 MedAssets.** MedAssets negotiates contracts for certain products and services on behalf of the Customers. MedAssets negotiated and entered into this Agreement as the contracting agent of the Customers, but is not a purchaser of the Services. Except as set forth in this Agreement, MedAssets has no liability, responsibility, or performance obligations to Agency relating to any Services or resulting or arising from the transactions, acts, or omissions of any Customer.

**1.4 Customers.** Any Customer listed on a SOW may elect to purchase Services under that SOW, but neither this Agreement nor any SOW: (a) obligates any Customer to purchase the Services, or (b) precludes any Customer from purchasing Competing Services. A Customer automatically becomes bound by the terms and conditions of this Agreement and the applicable SOW by purchasing Services. Each Customer is liable directly to Agency for all payments and any other obligations with respect to Services.

**1.5 Agency.** Agency sells the Services and enters into this Agreement to offer the Services for sale to all Customers. Agency represents and warrants that it has the authority to bind any of its subsidiaries that provide services under this agreement and Agency bears full responsibility for its subsidiaries' compliance with all applicable requirements of this Agreement. Agency may also desire to access MedAssets web-based e-commerce application (the "Application"), so that Agency can offer Services to the Customers through electronic means. MedAssets implements the Application in its discretion and on a timeframe to be mutually agreed upon between MedAssets and Agency. Agency's use of and access to the Application is at all times subject to Agency's execution of and compliance with the appropriate MedAssets license agreements. If any license agreement is in the form of a click-wrap, any Agency employee's acceptance of the click wrap binds Agency. For any Agency employee that has a user name and password for the Application, Agency must ensure that MedAssets is notified of that employee's departure (e.g., by termination or voluntary attrition) so that MedAssets can end the employee's access to the Application.

#### **1.6 Exhibits.**

**1.6.1 Statement of Work.** Each SOW applies to a specific geographical region (or regions) and Services and includes: (a) terms and conditions specific to the SOW (e.g. effective date, term); (b) categories of Services Agency provides under the SOW; (c) pricing for those Services; (d) a list of applicable Customers; and (e) any regional and Customer-specific terms and conditions. Each SOW is in substantially the form of the model SOW attached to this Agreement as Exhibit A. MedAssets may change the SOW model form at any time in its discretion. For purposes of clarity, each SOW is incorporated into this Agreement upon its execution and all terms and conditions of this Agreement apply to any SOW.

**1.6.2 Staff Classifications.** Staff Classifications (such as RN, LVN, Respiratory Technician) and the corresponding baseline Job Specifications (such as certification, experience level, and other credential requirements mandatory for each Staff Classification) are included in the applicable SOW.

## **SECTION 2**

### **CUSTOMERS**

**2.1 Third-Party Beneficiary.** MedAssets and Agency are entering into this Agreement for the express, intended benefit of Customers. Each Customer is an intended third-party beneficiary of this Agreement and any SOW under which it is eligible to purchase Services. Each Customer may enforce the terms and conditions of this Agreement or any SOW that affect that Customer. Except as provided in this Section 2.1, there are no other third-party beneficiaries of this Agreement or any SOW.

**2.2 Termination of Existing Contracts.** Any Customer wishing to purchase any Service under this Agreement may, at its option and without any penalty or cost, terminate any existing contract or other arrangement with Agency for the same or substantially similar services. Agency must not directly or indirectly contract with any Customer for (a) the Services, (b) any services substantially similar to Services, or (c) any services substantially similar to the contracting, vendor management and vendor management technology services MedAssets provides to its Customers during the Term unless (1) it is specifically requested to do so by Customer in writing and (2) MedAssets consents in writing.

**2.3 Qualification for Participation.** Any Customer (including any entity that becomes a Customer after the Effective Date) may elect to purchase Services pursuant to the terms and conditions of this Agreement and the applicable SOW. Agency must not allow any entity that is not a Customer to purchase Services under this Agreement or any applicable SOW.

## SECTION 3

### AGENCY

**3.1 Duty to Sell.** Subject to Agency's reasonable credit requirements, Agency must offer to sell the Services to any Customer electing to purchase Services except as limited in Section 4.4.1.3.

**3.2 Employment Status of Staff.** Agency is each Staff's (including each Booked Staff's) sole employer for purposes of any Services, and is solely responsible for full compliance with, and satisfaction of, all tax, wage and hour, workers' compensation, and other legal obligations relating to that employer-employee relationship. No Staff is: (a) an employee of any Customer or MedAssets; or (b) an independent contractor of Agency, Customer, or MedAssets. For the avoidance of doubt, neither MedAssets nor any Customer is liable to any Staff or to Agency for any Staff's wages, salary, overtime pay, benefits, reimbursement for business expenses, or any other Staff compensation. All Staff remain solely and exclusively the employees of Agency (and not Customer) at all times. For avoidance of doubt, Agency irrevocably waives any right to assert that any Customer is a "special employer" of any Staff, or that any Staff is a "borrowed" or "special employee" of any Customer.

**3.3 Notification to MedAssets of Circumstances That Could Affect Services.** Agency must notify MedAssets in writing at least 30 days before (or as soon as possible if 30 days' advance notice is not practicable) of any change in circumstances relating to Agency's business that could affect the Services, such as any change to Agency's ownership or corporate structure or impending insolvency or bankruptcy of Agency.

## SECTION 4

### PURCHASING SERVICES

#### 4.1 Pricing.

**4.1.1 Firm Pricing.** Each SOW sets forth the formula for calculating the pricing for each Service. Agency must not increase these prices during the term of the applicable SOW, but MedAssets and Agency may review the pricing offered under any SOW within 30 days prior to the anniversary of the SOW effective date or any time mutually agreed upon by MedAssets and Agency. Following this joint pricing review, the parties may mutually agree to amend the SOW to implement revised pricing. Agency may decrease the prices set forth in any SOW upon written notice to MedAssets, and this notice must include a proposed amended list of Staff rates in electronic format. Agency must not charge or invoice Customer for any fees, charges, costs or expenses, except as set forth in the applicable SOW or otherwise expressly permitted under this Agreement.

#### 4.1.2 Taxes.

**4.1.2.1 Sales Taxes.** Agency must calculate and pay any applicable local and state sales tax related to the direct purchase of any Service. Unless the applicable Customer is tax-exempt, Agency may invoice the Customer for these taxes if: (a) the taxes are correctly reflected as a separate line item on the invoice; and (b) Agency, at least 30 days prior to providing any Services for which the tax may apply, provides to MedAssets and to Customer written documentation evidencing Agency's legal obligation to pay the applicable local and state sales tax.

4.1.2.2 Income and Employment Taxes. Agency must calculate and pay any applicable employment and income taxes, social security taxes, and any other taxes with respect to each Staff and the Staff's employment. For the avoidance of doubt, any taxes on any Staff's income are not taxes on Customer purchases, and Agency must not invoice Customer for any income taxes, social security taxes, or any other employment-related taxes.

**4.2 Requesting Staff (Placing Purchase Orders).** Any Customer may request Agency to perform any Service, such as a Staff Booking, through the Application (if applicable), by telephone, fax, or through electronic order entry directly through Agency.

When ordering any Services, Customer must specify all known aspects of the Staff Booking, including: (a) the Staff Classification that the Booked Staff must satisfy; (b) the current shift schedule, setting forth the dates and times of the Services that the Booked Staff must provide; (c) the Customer facility and department where the Booked Staff must provide the Services; and (d) the Guaranteed Minimum Hours, if any. For the avoidance of doubt, if a Customer submits a request to Agency requesting that the Agency provide Staff to perform a Staff Booking, that Customer's request constitutes a purchase order.

Customer may schedule Staff Bookings to take place on any dates and at any time. There are no minimum order requirements or fees for any Service order except as set forth in Section VI.B of Exhibit D. In addition, Agency must use commercially reasonable efforts and good faith to use and support any other electronic ordering system MedAssets designates from time to time.

**4.3 Providing Staff.** Agency must use best efforts to fulfill any order for Services only with a Booked Staff that meets the Staff Classification's Job Specifications set forth on the applicable SOW or as specified by applicable Customer. Agency must use best efforts to fulfill the Staff Booking within the timeframe that the Customer specifies. Additionally, if Customer requests a specific Staff for the Staff Booking, then Agency must use best efforts to assign the requested Staff to the Staff Booking if the requested Staff is available.

#### **4.4 Invoices.**

##### **4.4.1 Invoicing and Payment Cycle.**

4.4.1.1 Invoicing of Customers by Agency. Agency is solely responsible for invoicing the Customers for Services. If Agency issues any invoices to Customer, Agency must submit the invoice to Customer within twenty-one days of the last day of the Pay Period after receipt of the initial timesheet from the facility in which the Services appearing on the invoice are performed. Agency must also provide a copy of the Booked Staff's timesheet or other timekeeping record signed by Customer or otherwise reflecting Customer's written acknowledgement that the Booked Staff worked each of the scheduled shifts for which Agency is invoicing the Customer. Customer must pay for an ordered Service within forty five days after the Customer's receipt of an invoice that meets the requirements set forth in Section 4.4.2. Customer has no duty to accept any corrections it receives more than ninety days after the date of the original invoice.

4.4.1.2 Reverse-Invoicing by Customer. Agency is solely responsible for verifying any remittance advice documents or other reverse-invoice documents generated by any Customer or by any billing system such as the Application. If the reverse-invoice is not disputed, Customer must pay for Services within forty five days of Agency's approval of the reverse-invoice. If Agency submits any remittance advice corrections or other reverse-invoice corrections to Customer, Agency must submit the corrections to Customer along with any supporting information or materials as identified by the Customer. Customer must pay verified charges for Services within forty five days of Customer's receipt of Agency's proposed corrections and supporting information. Customer has no duty to accept any corrections it receives more than ninety days after the date of original reverse-invoice. The preceding sentence does not limit Agency's right

to pursue payment for disputed hours or rates if Customer has not responded to Agency's inquiries during the first ninety days after the date of the original reverse-invoice.

4.4.1.3 Failure to Make Payments. Agency may discontinue offering new Staff Bookings to Customer, but only if (a) Customer fails to make payment for Services within the relevant timeframe established in Section 4.4.1.1 and Section 4.4.1.2, and (b) Agency provides at least two weeks prior notice to Customer and MedAssets that Agency intends to discontinue the Services to Customer. Agency must immediately resume providing new Staff Bookings to that Customer once the Customer makes all past-due payments.

4.4.2 Invoice Format. Unless the Customer requires Agency to provide different information, Agency must accurately set forth each of the following as a separate line item for each shift worked by each Booked Staff on each invoice that Agency issues to Customer:

- Line Item: Booked Staff's name;
- Line Item: Dates Booked Staff worked;
- Line Item: Staff Booking's Staff Classification (e.g. RN- Category I);
- Line Item: Total time Booked Staff worked in the Staff Classification during the applicable Pay Period (e.g. 8.5 hours);
- Line Item: Actual time Booked Staff worked in the applicable Staff Classification during the applicable Pay Period (e.g. 3:00p.m. to 11:00p.m.);
- Line Item: The Base Bill Rate applicable to the Staff Booking;
- Line Item: The Adjusted Base Bill Rate, if applicable to the Staff Booking;
- Line Item: The Adjusted Bill Rate-A, if applicable to the Staff Booking;
- Line Item: The Adjusted Bill Rate-B, if applicable to the Staff Booking;
- Line Item: The Adjusted Bill Rate-C, if applicable to the Staff Booking;
- Line Item: The Adjusted Bill Rate-D, if applicable to the Staff Booking;
- Line Item: The Local Long Term Assignment Discount, if applicable to the Staff Booking, and the resulting Local Long Term Rate;
- Line Item: The Early Payment Discount, if applicable to the Staff Booking, and the resulting early payment rate;
- Line Item: The Customer unit or department in which the Booked Staff worked (e.g. ICU); and
- Line Item: Name of Customer's representative who approved Overtime, if Agency is invoicing Customer for any Overtime.

Customer has no duty to pay for any Services that are not correctly set forth on a timely invoice from Agency that meets these requirements.

#### **4.5 Method of Customer Payment.**

4.5.1. Third-Party Transmittal. Customer may, in its discretion, elect to transmit payment for Agency's Services under this Agreement through MedAssets or a third-party escrow agent and Agency must allow Customer to pay for Agency's services in this manner. If MedAssets acts as Customer's agent for purposes of funds transmittal, MedAssets must transmit any funds provided to MedAssets by Customer in accordance with the payment instructions Customer gives MedAssets. For avoidance of doubt, MedAssets does not purchase, use, or take title to any Service or Staff provided by Agency, nor any funds owed to Agency by Customer (except as noted in Section 4.5.2), and (except as specifically

provided in the previous sentence) has no obligation to compensate Agency for any services Agency provides to Customer. MedAssets does not intervene in payment disputes between Agency and Customer.

4.5.2 Deduction of Administrative Fee Payments. If Customer elects to pay for Agency's Services using third-party transmittal as described in Section 4.5.1, above, then MedAssets will receive Administrative Fee payments owed by Agency by deducting and retaining 3% of the aggregate amount of funds Customer transmits to MedAssets for payment to Agency.

**4.6 Terms and Conditions Governing Staff Bookings.** If a Staff Booking is scheduled to begin during the term of any SOW, or is extended during the term of any SOW, and continues beyond the term of that SOW (or the Term of this Agreement), then the Staff Booking is governed by the terms and conditions of this Agreement and the applicable SOW until the completion of the Staff Booking, and all terms and conditions applicable to the Staff Booking survive expiration or earlier termination of this Agreement or the applicable SOW with respect to that Staff Booking.

**4.7 Services Warranty.** Agency represents and warrants that: (a) its employees and representatives have the skills and qualifications necessary to perform Services (including all Service-related support under this Agreement and any SOW) in a timely, competent, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations; (b) Agency is able to fulfill the technical service requirements and all other services requirements of this Agreement or any SOW; and (c) Agency and each Booked Staff comply with The Joint Commission standards for the use of supplemental staffing services by hospitals. These warranties are in addition to any warranties provided at law or in equity.

## SECTION 5

### ADMINISTRATIVE FEES

**5.1 Calculation of Administrative Fees.** Each month, Agency must pay MedAssets a fee equal to 3% of the aggregate purchase price for all Services that Customers purchased and paid for during the prior calendar month, less any credits and returns (the "Administrative Fee"). Agency must pay the Administrative Fee no later than thirty days after the end of each applicable calendar month. Agency must only pay an Administrative Fee on a Customer's purchases of Services pursuant to the terms and conditions of this Agreement, any SOW, any related agreement or promotion, or any other applicable written agreement between MedAssets and Agency.

**5.2 Administrative Fee Payments.** Agency must pay to MedAssets interest on any past due Administrative Fee owing to MedAssets at the lesser of (a) 1.50% per month or (b) the maximum interest rate legally permitted. Agency must send to MedAssets all Administrative Fee payments due to MedAssets at the addresses set forth below:

<u>Physical Address</u>	<u>Overnight Delivery Address</u>	<u>Wire Transfer/ACH</u>
MedAssets Performance Management Solutions, Inc. P.O. Box 741361 Atlanta, GA 30374-7413 E-mail: Labor- Billing@medassets.com	MedAssets Performance Management Solutions, Inc. Bank of America Lockbox Services Lockbox 741361 6000 Feldwood Road College Park, GA 30349	MedAssets Performance Management Solutions, Inc. Bank of America Account # 003270590112 ABA # 026009593 For ACH transaction use # 061000052 Reference: (Agency, Contract #, Admin. Fee, and Payment Period)

**5.3 Periodic Reporting of Sales Data.** Accompanying each Administrative Fee payment, Agency must provide MedAssets with a Sales Data Report in electronic format, which is subject to revision from time-to-time in MedAssets discretion.

## SECTION 6

### TERMINATION

**6.1 Termination for Breach.** If any party asserts that another party committed a material breach of this Agreement (including any failure to pay Administrative Fees), or any SOW, then the non-breaching party must notify the breaching party in writing of the specific breach and request that it be cured. If the breaching party does not cure the breach within 10 days after notice, then the non-breaching party may terminate this Agreement or the applicable SOW without cost or penalty by sending written notice to the breaching party.

**6.2 Termination for Ineligibility.** MedAssets may immediately terminate this Agreement or any SOW if Agency or any of Agency's key personnel (including Staff) is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

**6.3 Termination for Unacceptable Risk.** Without cost or penalty, MedAssets may immediately terminate this Agreement or any SOW as to any Customer or in its entirety upon written notice to Agency if, in MedAssets discretion: (a) this Agreement or the applicable SOW poses unreasonable risk to MedAssets or any Customer; (b) Agency's connection or association with MedAssets or any Customer creates undesirable attention or publicity for MedAssets or the Customer; or (c) this Agreement, Agency's conduct, or MedAssets association with this Agreement becomes unacceptable, undesirable, or otherwise objectionable to MedAssets or to any Customer.

**6.4 Effect of Termination.** The termination of this Agreement or any SOW by either party: (a) does not excuse either party from performing any duty or obligation assumed under this Agreement before termination; (b) does not have the effect of waiving any right either party may have to obtain performance; and (c) does not preclude the non-breaching party from pursuing any and all remedies available to it at law or equity.

## SECTION 7

### MISCELLANEOUS

**7.1 Additional Terms and Conditions.** MedAssets standard terms and conditions are set forth on Exhibit C. Additional terms and conditions related to the Services are set forth on Exhibit D.

**7.2 Visitation Policies.** In connection with sending a Representative to visit any Customer, Agency and its Representative must comply with that Customer's visitation policy. For purposes of convenience only and upon Agency's request, MedAssets may provide a copy of any visitation policies submitted by certain Customers if MedAssets has the policies on file. MedAssets makes no representations regarding the completeness, currency, or content of this list of policies, and MedAssets recommends that Agency contact each Customer directly prior to any proposed visit to obtain a current copy of that Customer's visitation policy.

**7.3 Controlling Terms.** If there is a conflict between this Agreement (including any SOW) and any other writing or correspondence between Agency, MedAssets, or any Customer, then the terms of this Agreement or the applicable SOW control. If there is an internal conflict of terms within this Agreement, then the term found in the part of this Agreement first listed below controls: the main body of this Agreement; the exhibits in order of priority as set forth in the table following the signature blocks; any other exhibits provided to MedAssets by Agency.

**7.4 Entire Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement, including all exhibits and attachments (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of MedAssets and Agency.

Duly authorized representatives of the parties executed this Agreement below.

<u>Exhibits</u>		<u>Order of Priority</u>
A	Form of SOW	4
B	Definitions	1
C	MedAssets Standard Terms and Conditions	3
D	Standard Terms and Conditions – Supplemental Staffing Services	2

## **EXHIBIT A**

### **FORM OF STATEMENT OF WORK**

This Statement of Work Number \_\_\_ (“SOW”) is effective as of \_\_\_\_\_ between MedAssets Performance Management Solutions, Inc. dba Workforce Solutions (“MedAssets”) and \_\_\_\_\_ (“Agency”). This SOW is governed by and incorporates by reference the terms and conditions of the Master Agreement for Supplemental Staffing Services between MedAssets and Agency, effective \_\_\_\_\_ (the “Agreement”).

#### **SECTION 1.0: TERM**

This SOW expires on \_\_\_\_\_ unless earlier terminated as provided in the Agreement.

#### **SECTION 2.0: SERVICES AND PRICING**

**2.1 Services Generally.** Agency offers the Services set forth in Section 3.0 of this SOW to Customers. A list of Customers eligible to purchase Services through this SOW (current as of the effective date of the SOW) is set forth in Section 5.0 of this SOW.

**2.2 Prorated Rates.** All hourly rates are rounded to the nearest quarter-hour and prorated based on the amount of time worked by the Staff.

**2.3 Odd Shifts or Off Shifts.** The Bill Rate that is applicable during any time period defined in Section 4.0 of this SOW is applicable only during that time period, regardless of whether the shift that the Staff is working crosses more than one of the defined time periods. For example, assume that: (a) the Customer defines Day as 7:00AM to 5:00PM, (b) the Customer defines Evening as 5:00PM to 9:00PM, (c) the Customer defines Night as 9:00PM to 7:00AM, and (d) a Staff begins a 12-hour shift at 4:00PM. Under this example, the Staff would work one hour during the Day, four hours during the Evening, and seven hours during the Night, and the applicable Bill Rate would be the Day Bill Rate for the first hour, the Evening Bill Rate during the next four hours, and the Night Bill Rate during the last seven hours.

**2.4 Multipliers.** Multipliers are to be applied individually and separately, and no more than one Multiplier may be applied to the same Bill Rate to calculate an Adjusted Rate. For example, either the Call-Back Multiplier, or the Holiday Multiplier, or the Overtime Multiplier may apply, but none of these may be applied together.

**2.5 Attachment 1-A.** Customer and Agency must complete Attachment 1-A for all Traveler and Local Long Term Assignments.

**2.6 Attachment 1-B.** MedAssets, Customer and Agency may mutually agree in writing to implement Critical Need pricing by completing Attachment 1-B.

#### **SECTION 3.0: RATE CARDS**

The Rate Card(s) that sets forth the rates applicable to the various Services offered by Agency under the Agreement and specifically under this SOW can be accessed at the Secure Link as defined in Exhibit B of the Agreement. The rates accessible at the Secure Link applicable to this SOW are incorporated into this SOW as if set forth in this document. The rate card may be updated from time to time upon the mutual written agreement of MedAssets and Agency.

## SECTION 4.0 DEFINITIONS RELATING TO PRICING

**Unless the Customer specifies otherwise, the following terms have the meaning given in this table:**

12-hour Day or AM	The 12-hour shift beginning in the morning; start of shift is defined separately by each Customer.
12-hour Night or PM	The 12-hour shift beginning in the evening and ending in the morning; start of shift is defined separately by each Customer.
"Call-Back"	means time during which Staff works if: (a) Staff is assigned to an On-Call shift, and (b) at Customer's request, Staff presents to the designated Customer facility to work at the Customer facility for the remainder of the On-Call shift. For the avoidance of doubt, no time is Call-Back time until the Staff arrives at the facility and presents to the appropriate department or unit to work the shift.
"Critical Need"	means any Staff whose Per Diem Shift or Local Long Term or Traveler Assignment is designated by the Customer and MedAssets as a Critical Need as indicated by the following approval process: the approval process entails the completion of the Critical Need form and signatures by all parties (the approved Customer C-Suite designee, MedAssets designee and Agency.)
"Excess Time"	means any time that a Staff works if the Customer has not requested and approved in writing that the Staff perform Services during that time, prior to the Staff's working during that time.
"Holiday"	means each day listed below. For the avoidance of doubt, no other days are Holidays for purposes of this Agreement. Each Holiday begins and ends at the times designated by the Customer or Customer's facility. (7) New Year's Day (8) Memorial Day (9) Independence Day (July 4 <sup>th</sup> ) (10) Labor Day (11) Thanksgiving Day (12) Christmas Day
"Local Long Term Assignment"	means any Staff Booking lasting one week or longer and whose permanent address for Federal Tax purposes is less than the radius required by a Traveler Assignment.
"On-Call"	means time during which Staff is not present at any Customer facility but remains available to work at the Customer facility if requested by the Customer. For the avoidance of doubt, no Staff is On-Call unless Customer requests that the specified Staff provide On-Call Services during that time.
"Overtime"	means either (A) time during which a Staff works in excess of 40 hours during one Pay Period for the same Customer (if the Guaranteed Minimum Hours are inapplicable or average 40 hours or less per week), or (B) time during which a Staff works in excess of 48 hours during one Pay Period for the same Customer (if the Guaranteed Minimum Hours are 48 hours per week).
"Payroll Period"	means the seven-day period beginning at 12:00a.m. Sunday and ending at 11:59p.m. the following Saturday or the period designated by the Customer or Customer's facility.
"Recent Grad"	means any Staff who is a recent graduate of an accredited school and whose experience is less than what's required in <u>Section 8</u> .
"Traveler Assignment"	means any Staff Booking worked by a Booked Staff whose permanent address for Federal Tax purposes is at least 75 miles away from the Customer facility.
"Weekday Day"	Each Customer establishes its own definition of Weekday Day. For example, a Customer may define Weekday Day to mean Monday through Friday, 7:00a.m. to 4:00p.m.
"Weekday Evening"	Each Customer establishes its own definition of Weekday Evening. For example, a Customer may define Weekday Evening to mean Monday through Thursday, 3:00p.m. to 11:00p.m.
"Weekday Night"	Each Customer establishes its own definition of Weekday Night. For example, a Customer may define Weekday Night to mean Monday through Thursday, 11:30p.m. to 7:00a.m. the following day.
"Weekend Evening"	Each Customer establishes its own definition of Weekend Evening. For example, a Customer may define Weekend Evening to mean Friday from 7:00p.m. to 11:30p.m.; and Saturday Sunday from 3:00p.m. to 11:30p.m.
"Weekend Day"	Each Customer establishes its own definition of Weekend Day. For example, a Customer may define Weekend Day to mean Saturday from 7:00a.m. to 3:00p.m. and Sunday from 7:00a.m. to 3:00p.m.
"Weekend Night"	Each Customer establishes its own definition of Weekend Night. For example, a Customer may define Weekend Night to mean Friday through Sunday, from 11:30p.m. to 7:00a.m. the following day.

## **SECTION 5.0: CUSTOMER LIST**

The list of Customers eligible to purchase Services under this SOW is located at the Secure Link. The list of Customers accessible at the Secure Link applicable to this SOW is incorporated into this SOW as if set forth in this document. The list of Customers may be updated from time to time in MedAssets discretion upon written notice to Agency.

## **SECTION 6.0: REGIONAL-SPECIFIC TERMS AND EXCEPTIONS**

The regional-specific terms and exceptions applicable to this SOW are located at the Secure Link. The regional-specific terms and exceptions accessible at the Secure Link applicable to this SOW are incorporated into this SOW as if set forth in this document. The regional-specific terms and exceptions may be updated from time to time upon the mutual written agreement of MedAssets and Agency.

## **SECTION 7.0: CUSTOMER-SPECIFIC TERMS AND CONDITIONS**

The Customer-specific terms and exceptions applicable to this SOW are located at the Secure Link. The Customer-specific terms and exceptions accessible at the Secure Link applicable to this SOW are incorporated into this SOW as if set forth in this document. The Customer-specific terms and exceptions may be updated from time to time upon the mutual written agreement of MedAssets and Agency.

## **SECTION 8.0: STAFF CLASSIFICATIONS AND SPECIFICATIONS**

The Staff classifications and specifications applicable to this SOW are located at the Secure Link. The Staff classifications and specifications accessible at the Secure Link applicable to this SOW are incorporated into this SOW as if set forth in this document. The Staff classifications and specifications may be updated from time to time in MedAssets discretion upon written notice to Agency. Agency acknowledges that the Staff classifications and specifications incorporated into this SOW are the baseline Staff classification requirements. Agency must comply with any additional or different Customer-specific requirements applicable to Staff classifications.

**ATTACHMENT 1-A TO STATEMENT OF WORK**

**FORM OF AGREEMENT FOR TRAVELER AND LOCAL LONG TERM STAFF  
("TRAVELER FORM")**

**BETWEEN**  
\_\_\_\_\_ **[Agency] AND** \_\_\_\_\_ **[Customer]**

This Traveler Form is entered into by and between \_\_\_\_\_ ("Customer") and \_\_\_\_\_ ("Agency") for the purpose of tracking Traveler and Local Long Term Staff Bookings to Customer.

**MASTER AGREEMENT.** Statement of Work Number \_\_\_ (the "SOW") to the Master Agreement for Supplemental Staffing Services between MedAssets Performance Management Solutions, Inc. dba MedAssets Workforce Solutions ("MedAssets") and Agency, Effective \_\_\_\_\_, 20\_\_ (the "Agreement"), governs the relationship among Agency (including Staff), Customer, and MedAssets. For purposes of clarity: "Staff" is defined in the Agreement; "Travelers" and "Long Term Local Staff" are also defined in the Agreement and are subsets of Staff.

**ASSIGNMENT DURATION.** Agency must provide Staff person for the period of time specified below. The assigned period may be extended by any amount of time that is mutually agreeable among the Agency, Customer, and the Booked Staff person, by executing an additional Traveler Form.

**STAFF PERSON**

Name of Staff person: \_\_\_\_\_  
Permanent Address of Staff: \_\_\_\_\_  
Local Address of Staff: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**JOB DETAILS**

Job Specification: \_\_\_\_\_ Staff Classification: \_\_\_\_\_  
Schedule and Shift: \_\_\_\_\_

Specify if Local Long Term Staff or Traveler: \_\_\_\_\_

Specify minimum work week:  
Option 1: (\_\_\_ hrs per each two-week period) \_\_\_\_\_  
Option 2: (\_\_\_ hrs per week): \_\_\_\_\_

Additional Details (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT PERIOD**

Agency will provide Staff person beginning \_\_\_\_\_ ("Start Date") and ending \_\_\_\_\_ ("End Date").

**AGREED AND ACCEPTED**

**CUSTOMER**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**AGENCY**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**ATTACHMENT 1-B TO STATEMENT OF WORK  
CRITICAL NEED FORM**

Customer (Facility):	
Agency:	
Market:	
Name of Staff Person:	
Job Specification:	
Unit Type:	
Assignment Type: ( <i>Attachment 1-A Traveler Form is still required for Traveler and Local Long Term Staff</i> ):	
Per Diem Staff:	
Local Long Term Staff:	
Traveler Staff:	

**ASSIGNMENT DURATION.** Agency must provide Staff person for the period of time specified below. The assigned period may be extended by any amount of time that is mutually agreeable among the Agency, Customer, and the Booked Staff person, by executing an additional Critical Need Form.

Agency will provide Staff person beginning \_\_\_\_\_ (“Start Date”) and ending \_\_\_\_\_ (“End Date”).

**AGREED AND ACCEPTED**

**CUSTOMER**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**AGENCY**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**MEDASSETS**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**ATTACHMENT 2 TO STATEMENT OF WORK  
FORM OF STAFF PROFILE AND ATTESTATION**

Agency Name: \_\_\_\_\_

Agency Staff Name: \_\_\_\_\_

Staff Type: \_\_\_\_\_ (e.g. RN, LPN, ST, PT, RT, etc.)

<b>License/Certification Number:</b>	<b>Expiration Date:</b>	<b>Verification Date:</b>
<b>State:</b>	<b>Compact Verified (Y/N):</b>	<b>Copy of Primary Source Verification</b> <input type="checkbox"/>

<b>BLS Certification:</b> <input type="checkbox"/>	<b>ACLS Certification:</b> <input type="checkbox"/>	<b>Other Certification(s) (NRP, Chemo, CPI, etc):</b>
<b>BLS Expiration Date:</b>	<b>ACLS Expiration Date:</b>	<b>Expiration Date(s):</b>

<b>Medication Test (RN/LPN):</b>	<b>Date Completed:</b>	<b>Score:</b> %
----------------------------------	------------------------	-----------------

Area(s) of Specialty	Years of Experience	Specialty Exam(s)	Date Completed	Score (%)
4.				%
5.				%
6.				%

**Health of Program Participants.** Agency affirms the Staff listed below has completed the following health screenings or documented health status as follows:

Requirement	Date Last Completed
1 Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months	
2 Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR	
3 Varicella immunity, by positive history of chickenpox or proof of Varicella immunization	
4 Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated	
5 Negative drug screen as required by Customer	
6 Respiratory Fit Test (brand and size: _____ )	
7 Physical Exam	
8 Color Blind Test as required by Customer	
9 Other as required by Customer (e.g. Flu / H1N1):	

**Background Checks.** Agency has conducted a retrospective background check on all Staff assigned to the Customer prior to their participation in clinical activities. Unless each Customer is notified in writing, all background checks are negative. The background check included the following:

Requirement		Date Last Completed
1	Social Security number verification	
2	Seven Year Criminal Background Check (all counties)	
3	Violent Sexual Offender & Predator registry	
4	HHS/OIG/GSA/EPLS	
5	Other:	

**Other Customer Requirements.** Customer may require additional information e.g. In-services, certifications, fingerprint cards.

Requirement		Date Last Completed
1		
2		
3		
4		
5		
6		

Agency acknowledges this information will be available to all Customer facilities as reasonably necessary.

**Agency Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **EXHIBIT B**

### **DEFINITIONS**

“Administrative Fee” has the meaning given to that term in Section 5.1.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a party.

“Agency” has the meaning given to that term in the first paragraph of this Agreement.

“Agreement” has the meaning given to that term in the first paragraph of this Agreement.

“AHLA Rules” means the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, as amended (available at [www.healthlawyer.org](http://www.healthlawyer.org)).

“ADA” means the Americans with Disabilities Act of 1990 codified at 42 USC § 12101, *et seq.*, as amended.

“Anti-Kickback Statute” means the federal anti-kickback statute codified at 42 U.S.C. § 1320a-7b, as amended.

“Arbitration Act” means the federal arbitration statute set forth at 9 U.S.C. §§ 1-16, as amended.

“Adjusted Base Bill Rate” means the Base Bill Rate plus any applicable Differential set forth in Table 2 on Section 3.0 on the applicable SOW.

“Adjusted Bill Rate-A” means the Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is inapplicable) as set forth in Table 3 on Section 3.0 on the applicable SOW.

“Adjusted Bill Rate-B” means the Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is inapplicable) as set forth in Table 3 on Section 3.0 on the applicable SOW.

“Adjusted Bill Rate-C” means the Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is inapplicable) as set forth in Table 3 on Section 3.0 on the applicable SOW.

“Adjusted Bill Rate-D” means the Adjusted Base Bill Rate multiplied by the Orientation Multiplier (or multiplied by 1 if the Orientation Multiplier is inapplicable) as set forth in Table 3 on Section 3.0 on the applicable SOW.”

“Audit Element” means any Business Survey Requirement, background check, drug screen, clinical licensure issue, proof of payroll tax and W-2 status, medication exam, any other specialty-specific test with its appropriate score, and any other aspect of a Staff person’s human resource file that must be present as required pursuant to the terms and conditions of this Agreement. MedAssets may change the Audit Element list at any time.

“Base Bill Rate” means the base price for each Staff Classification set forth in Table 1 on Section 3.0 on the applicable SOW.

“Booked Staff” has the meaning given to that term in Section 1.1.6 of this Agreement.

“MedAssets” has the meaning given to that term in the first paragraph of this Agreement.

“Business Survey Requirement” may include, but is not limited to, documents such as business license; Federal tax ID number; State tax ID number; proof of workers compensation insurance showing limits, carrier and expiration dates; proof of general liability insurance showing limits, carrier and expiration dates; proof of professional liability insurance showing limits, carrier and expiration dates; copies of W-2 forms for selected staff members.

“Call Multiplier” means the Multiplier set forth in Table 3 on Section 3.0 on the applicable SOW that applies to time worked either On-Call or on Call-Back as set forth in this Agreement.

“Competing Service” means any service that is functionally equivalent to a Service that is sold by a third-party Agency.

“Confidential Information” has the meaning given to that term in Section II.A of Exhibit C.

“Contract Fees” means Administrative Fees, services fees, or other amounts due to MedAssets or the Customers.

“Differential” is the amount added to the Base Bill Rate to calculate the Adjusted Base Bill Rate, as set forth in Table 2 on Section 3.0 on the applicable SOW.

“Disclosing Party” means MedAssets, Agency, Staff, or any Customer that discloses Confidential Information.

“Discount Safe-Harbor” means the regulatory safe-harbor of the Anti-Kickback Statute for discounts set forth at 42 C.F.R. § 1001.952(h), as amended.

“Dispute” means any controversy, claim, or disagreement (whether in contract or in tort) arising out of or relating to this Agreement, that cannot be resolved through the normal course of business, between or among any Parties.

“Early Payment Discount” means the percentage discount set forth in Table 5 on Section 3.0 on the applicable SOW that is applicable to monies owed by Customers for Services rendered when paid in the timeframe specified.

“Effective Date” has the meaning given to that term in the first paragraph of this Agreement.

“EPLS” means the Excluded Parties List System of the GSA.

“FAR” means the Federal Acquisition Regulation at 48 C.F.R. pt. 52.

“FCRA” means the Fair Credit Reporting Act codified at 15 U.S.C. § 1681, *et. seq.*, as amended.

“Guaranteed Minimum Hours” means the minimum number of hours that the Customer must schedule each Booked Staff performing any Staff Booking.

“GPO Safe-Harbor” means the regulatory safe-harbor of the Anti-Kickback Statute for group purchasing organizations set forth at 42 C.F.R. § 1001.952(j), as amended.

“GSA” means the U.S. General Services Administration.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated under its authority, as amended.

“Holiday Multiplier” means the Multiplier set forth in Table 3 on Section 3.0 on the applicable SOW that applies to Holiday time worked as set forth in this Agreement.

“Job Specifications” means the certification, experience level, and other credential requirements that are mandatory for a particular Staff Classification.

“Local Long Term Discount” means the percentage discount set forth in Table 4 on Section 3.0 on the applicable SOW that is applicable to certain Local Long Term Assignments as set forth in this Agreement.

“Local Long Term Rate” means the hourly rate for Local Long Term Staff that results from application of the applicable Local Long Term Discount, as set forth in Table 4 on Section 3.0 on the applicable SOW.

“Material Accounting Error” means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices in excess of 5% of the aggregate amount shown on all of the invoices; and (b) with regard to audits of Contract Fees, an aggregate underpayment of all Contract Fees in excess of 5%.

“Medical Information Act” means Confidentiality of Medical Information Act codified at Cal. Civ. Code §§ 56-56.31, as amended.

“Multiplier” means the On-Call, Call-Back, Orientation, Overtime, and Holiday Multipliers set forth in Table 3 on Section 3.0 that apply to certain time worked as specified in this Agreement.”

“OIG” means the Office of Inspector General of the Department of Health and Human Services.

“Orientation/Training Multiplier” means the Multiplier in Table 3 on Section 3.0 on the applicable SOW that applies to Orientation worked as specified in this Agreement.”

“OSHA” means the Occupational Safety & Health Administration.

“Overtime Multiplier” means the Multiplier in Table 3 on Section 3.0 of the applicable SOW that applies to Overtime worked.

“Public Announcement” means any publicity, press releases, advertising, or other materials distributed to any prospective customer or other third-party.

“Receiving Party” means MedAssets, Agency or any Customer that receives Confidential Information.

“Recent Grad Discount” means the percentage discount set forth in Table 7 on Section 3.0 that is applicable to all RN assignments filled by any Staff who is a recent graduate of an accredited school and whose experience is less than what’s required in Section 8.0.”

“Recent Grad Rate” means the hourly rate for Staff that result from application of the applicable Recent Grad Discount, as set forth in Table 7 on Section 3.0.”

“Rehabilitation Act” means the Rehabilitation Act of 1973 codified at 29 U.S.C. 701 *et seq.*, as amended.

“Representative” means any or all of any party’s directors, officers, employees, agents, or other representatives.

“Requirements” means various federal laws, executive orders and regulations regarding equal opportunity, and affirmative action.

“Sales Data” means any data regarding the purchase and sale of Services under this Agreement.

“Sales Data Report” means a monthly report of all Services purchased by each Customer, as described in Section 5.3.

“SEC” means the Securities and Exchange Commission.

“Secretary” means the Secretary of the Department of Health and Human Services.

“Secure Link” means the secure Internet page located at [www.prolucent.com/SOW/«Unique\\_Identifier».zip](http://www.prolucent.com/SOW/«Unique_Identifier».zip)

“Skills Checklist” means a cumulative list of all the skills that a Staff must possess, in the Customer’s sole discretion, in order to perform any portion of a Staff Booking.

“Staff” has the meaning given to that term in Section 1.1.5 of this Agreement.

“Staff Booking” has the meaning given to that term in Section 1.1.4 of this Agreement.

“Service” has the meaning given to that term in Section 1.1.3.

“Term” has the meaning given to that term in the first paragraph of this Agreement.

“Traveler Renewal Discount” means the percentage discount set forth in Section 3.0 of the applicable SOW that is applicable to all 13 week RN traveler renewal Assignments as set forth in this Agreement.

“Traveler Renewal Rate” means the hourly rate for Traveler Staff that result from application of the Traveler Renewal Discount, as set forth in Section 3.0 of the applicable SOW.

“Unavailable Service” means any Service that is unavailable for purchase by a Customer, because of Agency’s inability to provide the Service.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## EXHIBIT C

### MEDASSETS STANDARD TERMS AND CONDITIONS

#### I. AUDIT RIGHTS

##### A. MedAssets Audit of Agency.

1. Frequency; Scope. Upon MedAssets request, Agency must permit MedAssets or a third-party auditor appointed by MedAssets to conduct an audit of Agency's books and records relating to orders, invoices, sales reports, and discounts regarding the Customers' purchases of Services under this Agreement or any SOW, for the purposes of determining whether Agency:

- (a) extended the correct pricing to the Customers, and
- (b) paid the correct Contract Fees.

2. Reimbursements. If any audit reveals any variance from any invoice to any Customer, then Agency must immediately refund to the Customer any excess payment received from the Customer. If any audit reveals any underpayment of Contract Fees to MedAssets or any Customer (as applicable), Agency must pay to MedAssets or the Customer any underpayment due to MedAssets or the Customer. In addition, if any audit reveals a Material Accounting Error, then Agency must reimburse MedAssets for all costs and expenses incurred in conducting the audit.

3. Procedures. MedAssets must conduct any audit pursuant to this Section I.A in accordance with the procedures set forth in Section I.C of this Exhibit C.

##### B. Customer Audit of Agency.

1. Frequency; Scope. No more than once every calendar year with regard to any Customer, Agency must permit the Customer or a third-party auditor appointed by the Customer to conduct an audit of Agency's books and records relating to orders, invoices, sales reports, and discounts regarding that Customer's purchase of Services under this Agreement, for the sole purpose of determining whether Agency extended the correct pricing to that Customer. If requested by Customer, Agency must verify any invoice and its supporting documentation (such as timesheets, personnel files, and payroll information).

2. Reimbursements. If any audit reveals any variance from any invoice of the Customer initiating the audit, Agency must immediately refund to the Customer any excess payment received from the Customer. In addition, if any audit reveals a Material Accounting Error, then Agency must reimburse the Customer for all costs and expenses incurred in conducting the audit.

3. Procedures. Each Customer must conduct any audit pursuant to this Section I.B in accordance with the procedures set forth in Section I.C of this Exhibit C.

**C. Audit Procedures.** All audits pursuant to this Section I must be conducted (i) upon reasonable prior written notice during the regular business hours at the location where Agency keeps the relevant records; and (ii) in a manner not to unduly interfere with Agency's operations. If any audit conducted pursuant to this Section I produces documentation of any overcharges or undercharges, then Agency must resolve any issues regarding that audit conclusion within 30 days after presentation of the audit results to Agency.

#### II. CONFIDENTIALITY

##### A. Confidential Information.

1. Definition. "Confidential Information" means any information or analyses (including any derivative information or analyses that a Disclosing Party may develop) provided by a Disclosing Party that is:

- (a) particularized and identifiable to the Disclosing Party; and
- (b) non-public, confidential, and proprietary to the Disclosing Party.

2. Specific Categories. Specifically, "Confidential Information" *includes, but is not limited to*:

(a) information and data regarding the Disclosing Party's business, operations, business and marketing plans, Representatives, properties, business goals and strategies, financial information and reports, customer lists, technical data, formulae, programs, hardware, software, technical processes, and other technical information, whether or not in writing;

(b) the subject matter of any discussions or correspondence between or among MedAssets, Agency and any Customer; and

(c) any analyses, compilations, projections, studies, or related materials prepared by the Disclosing Party.

3. Exclusions. "Confidential Information" *does not include*:

(a) the existence of this Agreement

(b) any information that,

(i) at the time of disclosure is:

(A) generally available to and known by the public (other than as a result of its unauthorized disclosure by a party); available to a party on a non-confidential basis prior to disclosure; received by a party on a non-confidential basis from a third person who is not under an obligation to maintain the confidentiality of the information;

(B) aggregated and blinded data that cannot be identified to a Disclosing Party; or

(ii) at any time, consists of intellectual property independently developed without reference or use of any Confidential Information.

**B. General Treatment of Confidential Information.** Except as provided in Section II.C of this Exhibit C:

1. A Receiving Party must hold all Confidential Information in strictest confidence, and must not disclose any Confidential Information to any person except its Affiliates and Representatives that have a need to have access to the Confidential Information in connection with Receiving Party performing its obligations under this Agreement.

2. Without the Disclosing Party's prior written consent, a Receiving Party must not use any Confidential Information in any manner that is:

(a) competitive with the business of the Disclosing Party, or

(b) adverse to the Disclosing Party's business interests and objectives.

3. A Receiving Party must advise each of its Representatives of the obligation to keep all Confidential Information strictly confidential and the Receiving Party is responsible for any breach of this Agreement by any of its Representatives.

**C. Specific Treatment of Confidential Information.**

1. This Agreement is Confidential. Except as provided in this Section II, MedAssets and Agency may not disclose the terms and conditions of this Agreement (including any SOW) to any other person or entity other than (a) a Customer, (b) an authorized distributor (if applicable), or (c) as required by law.

2. MedAssets Limitations. MedAssets may disclose relevant information regarding this Agreement (including the pricing set forth on an applicable SOW) to any Customer, and to any prospective customers (that have agreed to confidentiality obligations consistent with this Section II) in connection with MedAssets business offerings (including group purchasing, consulting, supply chain management, etc.), for the purpose of demonstrating cost savings.

### 3. Agency Limitations.

(a) Protection of Customer's Information. Agency must not in any manner disclose any information relating to the purchases by any Customer of any Services or purchases made through the Application, except to the Customer or MedAssets.

(b) Protection of Application Information. Agency must not in any manner disclose any business or technical information relating to the Application Information.

**D. Publicity.** Except as permitted by Section II.C of this Exhibit C, Agency may not make any Public Announcement concerning the existence of this Agreement or its terms and conditions without MedAssets prior written approval. Only with MedAssets prior written consent may Agency: (i) use the names, trade names, trademarks, service marks, trade dress, or logos of MedAssets Workforce Solutions, or any Customers in any Public Announcement; or (ii) refer to the existence of this Agreement in any Public Announcement. Only with Agency's prior written consent may MedAssets use Agency's name, trade name, trademarks, service marks, trade dress, or logos in any Public Announcement. MedAssets and Agency may distribute marketing materials for purposes of promoting this Agreement to potential Customers, but neither party may distribute any marketing materials that may be interpreted as originating from the other party.

**E. Data Ownership.** Each of MedAssets, Agency and any Customer have all ownership, rights and title to any unique information that it provides or discloses in connection with the administration of this Agreement or in connection with any transaction under this Agreement. Agency and the applicable Customer jointly own relevant Sales Data. Pursuant to Section 7, Agency must disclose Sales Data to MedAssets and grants MedAssets permission to use this information in providing services to the Customers in accordance with this Section II.

**F. Legal Obligations to Disclose.** Regardless of anything in this Section II to the contrary, if any Receiving Party or its Representatives are requested or required (by oral questions, written interrogatories, requests for information or documents, subpoena, civil or criminal investigatory demand, or similar process) to disclose any Confidential Information, then the Receiving Party must provide the Disclosing Party with notice of the request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with this Section II. If, in the absence of a protective order or the receipt of a waiver under this Agreement, a Receiving Party or its Representatives nonetheless, in the opinion of its counsel, is compelled to disclose any Confidential Information, then the Receiving Party or its Representatives may disclose only that portion of the Confidential Information that its counsel advises is legally required to be disclosed. MedAssets, Agency and each Customer must take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidential treatment of the Confidential Information.

**G. Remedies.** As there is no adequate remedy at law, a Disclosing Party may seek equitable relief (including injunctive or mandatory relief) if there is any breach or threatened breach of this Section II, and a Receiving Party must not oppose the granting of this relief. A Disclosing Party's entitlement to equitable relief pursuant to this Section II.G must not be deemed to be an exclusive remedy under this Agreement, but is in addition to all other remedies available in law or equity.

## III. INDEMNIFICATION

**A. Indemnification of Customers.** Agency must indemnify, defend, and hold each Customer and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or other losses arising from a breach of this Agreement by Agency or arising from any Service. As an example, Agency is specifically responsible for defending and indemnifying Customer if a third party asserts that any Staff has committed professional negligence while providing patient care at any Customer's facility. This indemnity must include provision of a defense to any third-party claims and the advance of costs related to this defense, but does not extend to any portion of the loss due to a Customer's negligence or willful misconduct.

**B. Indemnification of MedAssets.** Agency must indemnify, defend, and hold MedAssets and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or other losses arising from a breach of this Agreement by Agency or arising from any Service. This indemnity must include provision of a defense to any third-party claims and the advance of costs related to this defense, but does not extend to any portion of the loss due to MedAssets negligence or willful misconduct.

**C. Indemnification of Agency.** MedAssets must indemnify, defend, and hold Agency and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or losses caused by MedAssets breach of any term in this Agreement. This indemnity must include provision of a defense to any third-party claims and the advance

of costs related to this defense, but does not extend to any portion of the loss due to Agency's negligence or willful misconduct.

#### **D. Insurance.**

1. General Requirements. All insurance required by this Section III.D must:

(a) be endorsed to name MedAssets and each Customer as an additional insured, as their interests may appear and with respects to this contract, except for the insurance required under Section III.D.3.b, Section III.D.3.c, Section III.D.3.d, Section III.D.3.e, Section III.D.3.f and Section III.D.3.g. Agency may amend its insurance policies to include a blanket additional insured endorsement where required by contract. Where additional endorsement on insurance policies is required by contract, each Customer must be named on insurance policies to cover only the damages, claims or other losses arising from any negligent act or omission by Agency and not the damages, claims, or other losses due to the negligence or omissions of the Customer (or any of the Customer's agents, employees, or subcontractors, other than the Agency). Such coverage provided to the additional insured(s) will be on a primary basis and will not seek contribution from the additional insured's policy.

(b) not be cancelled or altered with less than 30 days' prior written notice, except 10 days for non-payment of premium, to MedAssets and each Customer, and

(c) be provided by an approved carrier with not less than an "A" A.M. Best rating unless otherwise permitted in writing by MedAssets.

2. Basis of Coverage. All coverage should be obtained on occurrence basis forms. Coverage may be provided on a claims-made basis, but Agency must (prior to the effective date of termination of Agency's current insurance coverage and at its sole expense) either:

(a) procure a replacement policy having a retroactive date no later than the Effective Date, or

(b) (i) purchase, at minimum, three year tail coverage in the amounts required in this Section III.D or purchase coverage each year with retroactive coverage to the effective date for all claims arising out of incidents occurring:

(A) prior to termination of Agency's current coverage, or

(B) prior to expiration or earlier termination of this Agreement, and

(ii) provide MedAssets with a certificate of insurance evidencing that coverage.

3. Agency Coverage. At no cost to MedAssets or any Customer, during the Term Agency must secure and maintain insurance in the amounts and types set forth in this Section III.D. Annually, Agency must provide MedAssets, and, upon request, provide Customer with a certificate of insurance evidencing the coverage required by this Section III.D.

(a) Commercial General Liability Insurance. Agency must maintain primary commercial general liability insurance to cover Agency and its employees for bodily injury and property damage to third parties in an amount not less than \$1 million dollars per occurrence and \$3 million dollars general aggregate. Limits of coverage are in addition to defense costs.

(b) Workers' Compensation Insurance. Agency must maintain workers' compensation coverage, with statutory limits, covering all employees, in each applicable state for which Agency's employees reside or work. Agency will cause such Workers' Compensation Coverage to afford a Waiver of Subrogation for the benefit of MedAssets and each Customer, provided, however, that neither Agency nor its carrier are required to waive any right of subrogation arising from a Customer's proven negligence or willful misconduct. Agency must maintain employer's liability insurance in an amount not less than (i) \$1 million per accident, (ii) \$1 million for disease policy limit, and (iii) \$1 million disease coverage per employee.

(c) Unemployment Compensation Insurance. Agency must maintain unemployment compensation coverage as required by statute, which (unless otherwise agreed to by MedAssets and Agency) must be in the form of an unemployment compensation insurance policy.

(d) Commercial Automobile Liability Insurance. If travel by automobile is required in the performance of any Staff Booking, Agency must maintain commercial automobile liability insurance to cover Agency and its employees for bodily injury and property damage to third parties arising from the ownership, maintenance, or use of an owned, non-owned, or hired vehicle in an amount not less than \$1 million per occurrence combined single limit.

(e) Professional Liability Insurance. Agency shall provide professional liability insurance coverage for each Staff to cover all incidents which may occur during an assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such higher limits as may be required by law. Coverage will include Medical Malpractice, Personal Injury, and Assault Coverage (where available).

(f) Crime: (The following insurance requirement is specific to Home Health Staff.) Agency must maintain Commercial Crime Insurance covering theft or loss of client property.

(g) Umbrella. (The following insurance requirement is specific to Home Health Staff.) Agency must maintain umbrella liability insurance of not less than \$1M, in excess of the commercial general liability, employer's liability and automobile liability coverage.

#### IV. REGULATORY COMPLIANCE

**A. General; Safe Harbor.** Each party must comply with all applicable federal, state, and local laws, regulations, statutes, and executive orders. For the avoidance of doubt, Agency must comply with the applicable requirements of the Discount Safe-Harbor.

**B. Federal, State and Local Program Participation.** The OIG Special Advisory Bulletin on the Effect of Exclusions on Participation in Federal Health Care Programs, dated September 30, 1999, clarifies the OIG's sanction authority to impose civil money penalties and deny reimbursement under federal health care programs of any and all products or services if the products or services are provided by an excluded entity. (64 Fed. Reg. 52791 (1999)). The OIG Special Advisory Bulletin specifically provides that "items or equipment sold by an excluded manufacturer or Agency used in the care or treatment of beneficiaries and reimbursed, directly or indirectly, by a federal health care program violate the OIG's exclusion." Agency represents and warrants that neither it, nor any of its key personnel (including Staff), have been convicted of an offense related to health care or listed by a federal, state or local agency as being debarred, excluded, or otherwise ineligible for healthcare or reimbursement program participation as of the Effective Date. Agency must immediately notify MedAssets and each Customer in writing if any of these events occurs.

**C. HIPAA.** This Agreement and certain data that may be exchanged under this Agreement may be subject to (i) HIPAA, and (ii) the Medical Information Act, and Agency may be considered a "business associate" of a Customer for purposes of HIPAA. If any Customer determines that Agency must agree to additional terms to comply with HIPAA, the Medical Information Act, or any other privacy law or regulation, then Agency must negotiate in good faith with the Customer for mutually agreeable terms. If the Customer and Agency do not reach agreement, then the Customer may terminate its participation under this Agreement without cost or penalty by providing 30 days' prior written notice to Agency.

**D. Equal Opportunity.** Some Customers are government contractors and are subject to the Requirements. Some Agencies and subcontractors who contract with these Customers also must comply with these Requirements. MedAssets notifies Agency that Agency may be subject to certain Requirements and incorporates by reference the following clauses from the FAR: (a) Equal Opportunity (Feb. 1999) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Dec. 2001) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36; and (d) Small Business Subcontracting Plan (Oct. 1999) at FAR 52.219-9; (e) 41 CFR 60-1.4(a), 41 CFR 60-250.5, 41 CFR 60-300.5, and 41 CFR 60-741.5; and (f) 29 CFR Part 471, Appendix A to Subpart A. If Agency is an Equal Employment Opportunity employer, then Agency and any permitted subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**E. Title 22 Retention of Responsibility.** Each Customer retains professional and administrative responsibility for any services rendered by Agency to the extent required under the State of California Department of Health Services California Code of regulations, Title 22, Section 70713 and other applicable laws, rules and regulations. This does

not limit any obligations that Agency has with respect to the performance of any services under this Agreement or liability to MedAssets or any Customer in connection with the negligent performance, bad faith performance or non-performance of its obligations.

#### **F. Statutory Audit Rights for Services.**

1. Access to Books, Documents, and Records. In connection with 42 U.S.C. § 1395x(v)(1)(I) (and the implementing regulations set forth at 42 C.F.R. § 420.300-.304), Agency must, upon five days' prior written request, grant to the Secretary, the Secretary's duly-authorized representative, the Comptroller General of the United States, or the Comptroller General's duly-authorized representative, the right to review any and all books, documents, and records as may be necessary to certify the nature and extent of the costs of the services in excess of \$10,000 per year.

2. Requirement. If any of the services are performed by way of subcontract with another organization, then the subcontract must contain and Agency must enforce a provision to the same effect as in Section IV.F.1 of this Exhibit C.

**G. OSHA Compliance.** Agency, including all Staff, must comply with all applicable OSHA regulatory requirements.

### **V. MISCELLANEOUS**

**A. Governing Law and Venue.** This Agreement must be construed and its performance enforced under Delaware law. The parties agree to be subject to personal jurisdiction in and consent to service of process in the State of Delaware, except where an individual suit may involve Agency and a Customer, in which case Agency consents to personal jurisdiction and service of process in the state or commonwealth where the Customer is domiciled.

**B. Assignment.** Neither party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement, except that either party may assign this Agreement to a subsidiary or parent company of a party owning greater than 50% of that party and MedAssets may assign this Agreement or any of its rights or obligations under this Agreement to its successor-in-interest as part of any acquisition of all or substantially all of MedAssets assets. Agency must not contract with third parties to perform any of its obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.

**C. Binding Effect Upon Successors.** This Agreement is binding upon and inures to the benefit of the parties and their permitted assigns.

**D. Verification of Staff Qualifications and Other Information.** Agency bears sole responsibility for verifying any information that it obtains from or regarding Staff (including Staff qualifications, competency, licensure, references, background investigation results, immunization history, U.S. Green Card or I-9 employment eligibility status, etc.). Agency warrants the accuracy and completeness of any information regarding Staff that (a) Agency provides to MedAssets or to any Customer; or (b) Agency obtains in order to satisfy any obligation under this Agreement. Neither MedAssets nor Customer has any duty or obligation to verify any information regarding any Staff that Agency obtains or provides.

**E. Unsolicited Advertisements.** Agency may send to Customer, by call, email or facsimile, Staff profiles and any other transaction-related information (e.g. invoices, Service-utilization reports, and bill summaries), but Agency must not send to Customer, by call, email or facsimile, any advertising or marketing material unless the Customer specifically requests that material.

**F. No Waiver.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition, unless agreed to in a writing signed by both parties.

**G. Severability.** If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable.

**H. Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section.

**I. Notices.** Any notice required to be given under this Agreement must be in writing, postage and delivery charges pre-paid, and may be sent by email, fax, hand delivery, overnight mail service, first-class mail, or certified mail with return receipt requested, to MedAssets or Agency at the addresses and fax numbers set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this

Section V.I. Notices under this Agreement are deemed to have been given, and are effective upon, actual receipt by the other party or, if mailed, upon the earlier of the fifth day after mailing or actual receipt by the other party.

If to MedAssets: MedAssets Performance Management Solutions, Inc. dba MedAssets Workforce Solutions  
280 S Mount Auburn Road  
Cape Girardeau, Missouri 63703-4918  
[notices@medassets.com](mailto:notices@medassets.com)  
Attn: Workforce Solutions Team  
Fax No.: 972-813-4642

Attn: Operations Counsel  
Fax No.: 972-813-7939

If to Agency: \_\_\_\_\_

**J. MedAssets Standards of Business Conduct.** MedAssets Standards of Business Conduct are available on the MedAssets website at <http://ir.medassets.com/documentdisplay.cfm?DocumentID=2870>. Any questions or concerns about our Standards of Business Conduct, our company policies, or if in your dealings with MedAssets, you suspect unethical or improper conduct, please help us by reporting your concerns to the independent external Helpline at (800) 826-6762 or via the internet at [www.alertline.com](http://www.alertline.com) (Organization Name: MedAssets).

**K. Survival.** The terms and conditions of this Exhibit C survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## EXHIBIT D

### STANDARD TERMS AND CONDITIONS— SUPPLEMENTAL STAFFING

#### I. ELIGIBILITY FOR ASSIGNMENT

**A. Pre-Assignment Background Screening.** Before any Staff may perform any Services, if applicable to Staff Booking, in the discretion of the Customer, Agency must thoroughly investigate the Staff's background and work history and disclose findings to Customer at no additional charge. At a minimum, Agency must:

1. Investigate and verify on an annual basis whether the Staff has ever been subject to any board action (including any pending action), and at minimum conduct annual OIG, GSA, EPLS and SAM checks (MedAssets recommends every six months);
2. Investigate and verify every two years whether the Staff has any criminal record by searching applicable databases and public records both nationally and in each county in which the Staff resided or worked within the seven years immediately preceding the Staff Booking;
3. Investigate and verify whether Staff is a registered sex offender in any jurisdiction and investigate the Staff's criminal history through the state police if requested by Customer;
4. Verify the validity and legality of each Staff's social security number;
5. Administer at least a 10-panel drug screen unless Customer requires a higher standard every two years. In conducting any required drug screen under this Agreement, Agency must use an independent third party certified laboratory with a Medical Review Officer (MRO) to collect and process within the timeframe specified or required by the applicable Customer. For purposes of clarity, drug screens administered by previous employers and dip card tests do not satisfy the requirements of this section;
6. Obtain at least two documented references from the Staff's most recent employment and, at a minimum, verify the dates of the Staff's employment with the appropriate department of the employer;
7. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the Staff and any other work permit documentation for the Staff as required by federal law or regulation;
8. Verify that the Staff person's identity on a current photo identification or a copy of the current photo identification matches Staff person's identity on other documents such as licensure;
9. Verify the Staff's current resume, verify employment application work history, and provide a signed and dated Job Description;
10. Ensure that the Staff has completed all applicable specialty specific Skills(s) checklists (such as CNA, Tele or Rad tech) annually;
11. Verify that the Staff possesses all applicable certification cards (such as ALCS certification card or BLS certification card);
12. Complete the Staff Profile and Attestation as set forth in the applicable SOW warranting that: (a) Agency has completed a background check and health screening for each Staff in accordance with the requirements set forth in Exhibit D, Section I; (b) there has been no break in service of the Staff with the Agency since conducting these background checks and health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customers under this Agreement; or (ii) otherwise impact patient health or safety; and
13. Verify any other required certification documents if requested by the Customer;

Agency must ensure that all background investigations comply with the FCRA, and must release the findings of the background investigation to Customer, upon Customer's request, to the extent permitted or required by law. If any Staff reports for any Staff Booking before the Agency has performed the investigation or verified the information as required under this Section I.A, Customer may immediately terminate or cancel the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of this Exhibit D do not apply.

**B. Staff Professional Qualifications.** If applicable to Staff Booking, in the discretion of the Customer, Agency represents and warrants that each Booked Staff meets the following minimum qualifications:

1. Booked Staff possess all requisite professional licenses and certifications, including current BLS certification and these licenses and certifications are current and licenses have been verified as actively registered through primary source verification (Office of the Professions). Certifications obtained online do not satisfy the requirements of this section;

2. Booked Staff satisfies the requirements and meets the standards established by any other applicable accrediting body of which Customer is a member and as communicated by Customer or MedAssets to Agency on an annual basis or at the time of Customer's request for Staff;

3. Staff has completed annual in-service training regarding fire safety, general safety, infection control, and at minimum meets the standards set by The Joint Commission;

4. Booked Staff satisfies any respirator fit-testing requirements promulgated by OSHA or as required by Customer at no additional charge to Customer. Additionally, Booked Staff must fill out an annual fit test questionnaire to verify that measurements from the original test remain accurate. If the completed questionnaire establishes the need for a new fit test, Booked Staff must have the required fit test completed prior to working at any Customer facility. Agency is responsible for any costs associated with N-95 mask-related testing for Booked Staff. Should Agency not have the required equipment to perform this testing, Customer may, in its discretion, provide this service for Booked Staff and charge the Agency according to Customer's internal fee schedule;

5. Booked Staff has appeared for specialty and medication exams for all areas in which Staff will be working; and obtained a minimum passing score of 80% or higher on all examinations required to perform the applicable Services a medication exam which includes calculations for nursing and pharmacy staff types. In addition to these requirements at the Customer's sole discretion, additional Customer testing may be required on all Booked Staff. Customer may also require Medication and Specialty exams to be administered on an annual basis. If there is a break in a Staff person's employment with Agency, then any Customer may require retesting at the Customer's discretion;

6. Booked Staff has the minimum experience specified in Section 8.0 of the applicable SOW in the Staff Booking's designated Staff Classification acquired in the United States within the three years immediately preceding the most recent Staff Booking; and;

7. In accordance with applicable law and if a bona fide occupational qualification of the position being filled Booked Staff must be able to speak, understand, write, and read English sufficiently to communicate with English-speaking patients and Customer personnel, and to complete necessary documentation.

In addition, Customer may require Agency to provide proof of any Booked Staff's compliance with any other legal or regulatory requirements that relate to any Staff Booking at no additional charge. Customer must notify Agency at the time of any Staff request of such requirements otherwise Agency may charge Customer for additional costs incurred by said requirements. Customer has no duty to pay Agency for any Staff that does not meet all of the qualifications set forth in Sections I.A and I.B and any additional qualifications as communicated by Customer or MedAssets to Agency on an annual basis or at the time of Customer's request of Staff, regardless of whether the Staff actually performs any Services.

**C. Health Screening.** If applicable to Staff Booking, in the discretion of the Customer, Agency must conduct the health screenings as described in this Section I.C, Agency must ensure that Staff has had all immunizations, diagnostics, and examinations required either by applicable law or in Customer's discretion, including but not limited to the health screenings described in this Section I.C.

1. **Current Health and Physical Limitations.** Agency must maintain records regarding each Staff's current health, and must obtain a release from each Booked Staff permitting Customer access to the Booked Staff's health history to the extent permitted by the ADA, the Rehabilitation Act, or any other applicable federal or local law or regulation. Prior to the first day of any Staff Booking, Agency must notify the Customer of any physical limitations that may affect a Booked Staff's performance of Services, to the extent permitted by the ADA, the Rehabilitation Act, or any other applicable federal or local law or regulation. Agency must maintain all records provided by the Booked Staff under this Section I.C for the duration of each Staff Booking and as required by any applicable law or regulation. If requested by Customer, Agency must retain an independent third-party agent at no additional charge to verify the

authenticity of the records provided by the Booked Staff for any Staff Booking provided to Customer under this Section I.C.

2. **Tuberculosis Screening.** Agency must ensure that each Booked Staff has undergone PPD skin testing or had a chest x-ray within the 12 months immediately preceding any Staff Booking. If any Staff experiences or reports any symptoms indicating the Staff is positive for tuberculosis, Agency must ensure that the Staff undergoes additional skin testing or chest X-rays at no additional charge, and must ensure that (a) the results indicate that the Staff is free from active tuberculosis, or (b) if the x-ray or skin test is positive for tuberculosis, the Staff has completed a tuberculosis consult form before continuing or reporting for any Staff Booking.

3. **Immunization Records.** Each Booked Staff, prior to beginning any Staff Booking or within the timeframe determined by the applicable Customer, must provide to Agency records that establish the following:

- (a) The Staff is free of tuberculosis or has had a tuberculosis consult as set forth in Section I C.2. of this Exhibit D;
- (b) The Staff has been immunized against Hepatitis B, or has declined in writing to be immunized against Hepatitis B after being advised of the risks of declining the immunization as required under OSHA regulations and any applicable local laws or regulations;
- (c) The Staff has been immunized against or provides proof of positive titer for: (a) Rubella, (b) Rubeola, (c) Mumps, (d) Varicella (Chicken Pox), and (e) any other diseases or conditions specified by Customer. For purposes of clarity, stated history of Varicella is not accepted, validation of a third-party administering immunizations is required (such as a laboratory letterhead or shot records with valid ranges) and;
- (d) Staff has had a physical within the twelve months immediately preceding any Staff Booking.

Agency must maintain all records provided by the Booked Staff under this Section C.3 for the duration of each Staff Booking and as required by any applicable law or regulation. If requested by Customer, Agency must retain an independent third-party agent at no charge to Customer to verify the authenticity of the records provided by the Booked Staff for any Staff Booking provided to Customer under this Section C.3.

**D. Eligibility and Ongoing Duty to Ensure Eligibility.** Customer, in its sole discretion, may, without cost or penalty, reject any Staff for any Staff Booking. Additionally, Agency must not assign any Staff to perform any Services if:

1. the Staff has been convicted of a felony;
2. the Staff has a verified positive drug screen result;
3. the Staff has any history of child abuse, child endangerment, or is a registered sex offender;
4. the Staff has misrepresented to Agency or Customer any information related to the Staff's former employment or other background;
5. the Staff has been debarred, excluded, or is otherwise ineligible for any federal or state health care reimbursement program participation; or
6. the Staff is ineligible to work in the United States or fails to provide the Agency with proper documentation demonstrating that the Staff is eligible to work in the United States.

At Customer's request, Agency must provide Customer with written confirmation that the background check performed by Agency under Section I.A of this Exhibit D did not reveal any circumstances that would render the Staff ineligible to perform Services under this Section I.D.

**E. Ongoing Duty to Inform Customer of Staff Professional Status.** At a minimum, Agency must notify MedAssets and each Customer in writing within three days of the occurrence of any of the following:

1. Agency's or Booked Staff's professional license lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to probation or any other restriction;

2. Agency or Booked Staff, or the respective underwriter, has been ordered to pay damages in any malpractice action (whether by way of settlement or judgment), a) related to any Customer and b) that could affect patient health or safety at any Customer facility, of which Agency has actual or constructive knowledge;
3. Agency or Booked Staff has become the subject of a disciplinary procedure of which Agency has actual or constructive knowledge
4. Agency or Booked Staff becomes involved in any event that may materially and adversely affect Agency's or the Booked Staff's ability to perform any obligation under this Agreement; or
5. The Booked Staff becomes ineligible under Section I.B of this Exhibit D.

## II. ORDERING SERVICES (REQUESTING STAFF BOOKINGS)

**A. Authority to Request Staff.** Only Customer's Chief Nursing Officer or Chief Nursing Executive, or his or her designee is authorized to order Services; Customer has no duty under this Agreement to pay for any Services requested by any other person.

**B. Staff Profiles.** Agency must submit any Staff profiles that Customer requests to the facsimile number, electronic mail address, or Application designated by the Customer within a commercially reasonable timeframe. If Agency provides any Staff profiles to Customer, then Agency must also notify Customer at that time:

1. Whether the Staff has worked or is currently working for that Customer (including for other facilities owned or managed by the Customer); and

2. Whether the Customer has asked that the Staff not return or not be assigned to perform any additional Services or other work for that Customer (including for other facilities owned or managed by the Customer). If Agency fails to disclose the information required under this Section II.B prior to the first day of any Staff Booking, then Customer is not liable for payment for any part of that Staff Booking.

**C. Assignment of Duties.** Customer, in its sole discretion, may assign to the Booked Staff any duties related to the Staff Booking, including specific tasks, shifts, assignments, time clock instructions (also known as time capture systems instructions or check-in/check-out instructions) and dress codes. Customer may also require Booked Staff to wear visible photo-identification in accordance with any Customer policy. If any Booked Staff refuses any reasonable and lawful Customer instruction related to the Staff Booking (including any reassignment described in Section III.G of this Exhibit D), Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of this Exhibit D do not apply. Customer must pay for any hours worked up until time of dismissal.

**D. Staff Conduct.** Booked Staff must comply with all Customer policies, procedures and standards of conduct. Customer has no obligation to pay Agency for time worked during a shift of a Staff Booking by any Booked Staff if during that time, the Booked Staff fails or refuses to comply with any Customer policy, procedure, or standard of conduct. For any act or omission committed by Booked Staff or allegedly committed by Booked Staff that leads to a licensing board investigation, hearing, or other proceeding, Agency must pay for all expenses relating to the investigation, hearing, or proceeding, and Customer has no liability to Agency or Booked Staff for these expenses. Except as required by law, Agency must not involve Customer's staff, employees, volunteers, agents, or records in any such investigation.

**E. Notification of Float Policy.** Upon assigning Staff to any Staff Booking, Agency must inform the Staff (now Booked Staff) of Customer's float policy, as further described in Section III. G of this Exhibit D.

**F. Termination or Cancellation for Misconduct.** Agency must not invoice Customer for any time of a shift of a Staff Booking provided by a specific Booked Staff if such Booked Staff has engaged in Misconduct for any time of that shift of a Staff Booking, and Customer identifies the nature of the Misconduct in a written notice to Agency. Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of Exhibit D do not apply.

"Misconduct" means any of the following:

1. the Booked Staff does not meet the requirements set forth in Section I of this Exhibit D;
2. the Booked Staff is unwilling, unable, or not competent to perform the duties of the Staff Booking;

3. the Booked Staff engages in unprofessional conduct, including but not limited to breach or neglect of duty or violation of any Requirements;
4. the Booked Staff is absent from the Staff Booking during a scheduled shift without Customer's prior written approval;
5. the Booked Staff is insubordinate;
6. the Booked Staff engages in substance abuse or any illicit use of a controlled substance;
7. the Booked Staff fails to comply with any of his/her obligations under terms of this Agreement applicable to Booked Staff;
8. the Booked Staff violates any Customer rule or regulation described in Section VII of this Exhibit D.

### III. MANAGEMENT OF STAFF BOOKINGS

**A. Staff Evaluations.** Customer may require Agency to conduct annual performance reviews of each Staff at no additional charge. If Agency is required to conduct any annual performance review, Agency warrants that it conducts the performance review in a commercially reasonable manner.

**B. Skills Testing.** Customer may require any Booked Staff to complete a medicine test or other skills test related to the Staff Booking. At Customer's request, Agency must administer these tests at no additional charge.

**C. Drug Testing.** Customer may require any Booked Staff to undergo for-cause drug testing at Agency's expense. If any Booked Staff refuses a for-cause drug test, or if any drug test reveals any drug use, Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of this Exhibit D do not apply.

**D. In-Service Training.** Agency must maintain current records of each Booked Staff's professional in-service training obligations and of any actual in-service training completed by the Booked Staff. Customer may, but is under no obligation to, provide in-service training to Booked Staff.

**E. Orientation.**

1. Customer may require Booked Staff to undergo up to eight hours of orientation, at no charge to the Customer, and up to an additional thirty-two hours of orientation at a reduced orientation/training rate if specified in Section 3.0 by the Orientation/Training Multiplier, prior to a Booked Staff's first Staff Booking at any Customer facility. In Customer's sole discretion, orientation may include classroom time, completion of a self-study packet or working a buddy shift together with one of Customer's employees. Buddy shifts are for training purposes, and if the Booked Staff is assigned to work a buddy shift, the Staff does not carry a full patient load independent of the assigned training buddy during that buddy shift.

2. In Customer's sole discretion, Customer may provide additional in-service orientation or training on or after the first day of the Staff Booking that will be billed at the reduced orientation/training rate as specified in Section 3.0 by the orientation/training multiplier; on the first day of the Staff Booking;

3. In addition, if Customer requires Agency to provide Staff with any Customer-specific (including facility-specific) information packet, the Staff must review the information packet prior to the first day of the Staff Booking at no additional charge. Upon reporting for the first day of a Staff Booking, the Booked Staff must certify in writing that he or she has received, read, and understands the information provided in the packet.

4. If Staff person does not attend or arrives late for a scheduled Orientation class, the Customer facility may deem it a "No Show," "Cancellation," or "Late Arrival," as those terms appear in Section IV. B-E of Exhibit D and Customer Facility may charge Agency according to the penalties associated with Section IV. B-E of Exhibit D.

5. Agency will receive payment for any Orientation beyond the free Orientation as specified in Section III.E.1 of Exhibit D only after Staff person has completed at least one shift of a Staff Booking.

6. Customer shall furnish Staff with orientation, competency assessment testing and training necessary for the Staff to perform the duties assigned by Customer.

**F. HIPAA.** Customer may provide training materials to Agency related to Customer's HIPAA compliance and policies that Agency must provide to Booked Staff prior to the Booked Staff beginning a Staff Booking. If Customer provides these training materials to Agency, Agency must require the Booked Staff to review the training materials before reporting for the first shift of the Staff Booking.

**G. Float Policy.**

1. At any time during any Staff Booking, Customer may reassign the Booked Staff to a different Customer department, unit, facility, or to a different Staff Classification, if the Staff satisfies the requisite Job Specifications. Customer will notify Agency at time of Staff request to which facilities a Staff person may be required to float. If Customer reassigns a Booked Staff, the Booked Staff must perform the duties of the revised Staff Booking as if the revised Staff Booking were the original Staff Booking. Customer will provide the Booked Staff with adequate notice of the change in assignment and additional orientation regarding the revised Staff Booking if necessary, as determined in Customer's sole discretion.

2. If a Staff floats to a Staff Classification that has a lower Base Bill Rate or lower Adjusted Base Bill Rate, then the Base Bill Rate or Adjusted Base Bill Rate that was applicable to the original Staff Classification remains the applicable rate despite the reassignment. If a Staff floats to a Staff Classification that has a higher Base Bill Rate or higher Adjusted Base Bill Rate, then the Base Bill Rate or Adjusted Base Bill Rate that is applicable to the newly Booked Staff Classification is the applicable rate for as long as the Booked Staff continues to work in that Staff Classification.

3. If any Staff refuses any reassignment, then Customer may, without cost or penalty, (a) cancel or terminate either the first-assigned shift or the reassigned shift, or (b) cancel or terminate both the first-assigned shift and the reassigned shift, or (c) request Agency to remit to Customer: (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), (ii) multiplied by four hours.

4. If Customer reassigns a Booked Staff to a different Customer facility, then:

- (a) If the reassignment occurs after Staff has begun a shift, then (i) the Staff must travel directly to the newly assigned Customer facility by Customer-provided transportation, and must not make any detours unrelated to the reassignment, and (ii) Agency may invoice Customer for (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (y) the Staff's actual travel time from the first facility to the reassigned facility.
- (b) If Customer provides notice to Agency or Booked Staff that a Booked Staff is reassigned to a different Customer facility at least two hours prior to the start time of the Booked Staff's next scheduled shift, then the Booked Staff must report to the reassigned Customer facility for the reassigned shift, and Agency must not invoice the Customer for any of the Staff's travel time.
- (c) If Customer does not provide at least two hours advance notice to Agency or Booked Staff of the Booked Staff's reassignment, then Agency may invoice Customer for (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (ii) the Staff's actual travel time, if any, from the first facility to the reassigned facility.

**H. Customer Hiring of Staff.** Customer may hire any Staff at any time and for any employment relationship, with no cost or obligation to the Staff or Customer except that Customer may not hire a Booked Staff as an employee until the Booked Staff completes the current Staff Booking, if any.

The following applies only to the Rehabilitation and Pharmacy categories as referenced in Section 8.0: If a Rehabilitation Therapist or a Pharmacist chooses to convert employment status from an Agency employee to a Customer employee, either (1) the Staff must first work a minimum of 26 weeks or 936 hours with Customer's network facilities within an 18-month timeframe ("Rehabilitation or Pharmacy Employment Minimum") or (2) as otherwise agreed upon between Customer and Agency. Reaching the Rehabilitation or Pharmacy Employment Minimum shall not obligate any Staff person to become an employee of the Customer.

The following applies only to any of the RN categories as referenced in Section 8.0: If a RN chooses to convert employment status from an Agency employee to a Customer employee, either (1) the Staff must first work a minimum of 1040 hours with Customer's network facilities within an 18-month timeframe ("RN Employment Minimum") or (2) as otherwise agreed upon between Customer and Agency. Reaching the RN Employment Minimum shall not obligate any Staff person to become an employee of the Customer.

The following applies only to any of the LPN categories as referenced in Section 8.0: If a LPN chooses to convert employment status from an Agency employee to a Customer employee, either (1) the Staff must first work a minimum of 720 hours with Customer's network facilities within an 18-month timeframe ("LPN Employment Minimum") or (2) as otherwise agreed upon between Customer and Agency. Reaching the LPN Employment Minimum shall not obligate any Staff person to become an employee of the Customer.

The following applies to any other positions not listed above as referenced in Section 8.0: If a Staff chooses to convert employment status from an Agency employee to a Customer employee, either (1) the Staff must first work a minimum of 520 hours with Customer's network facilities within an 18-month timeframe ("Employment Minimum") or (2) as otherwise agreed upon between Customer and Agency. Reaching the Employment Minimum shall not obligate any Staff person to become an employee of the Customer.

#### IV. RULES CONCERNING ALL BOOKED SHIFTS

**A. Early Termination or Dismissal of Staff Shift.** A Customer may terminate a Staff's shift (of Staff Booking) before the scheduled completion time at no cost or penalty, but in accordance with the Guaranteed Minimum Hours as specified in Section VI.B. The Booked Staff must work any portion of the shift designated by Customer. For the avoidance of doubt, if the Staff leaves the shift before the scheduled end of the shift, with or without Customer approval, Customer does not owe any amounts for time not worked (Services not performed). Additionally, if the Staff leaves the shift before the scheduled end of the shift without Customer approval, then upon the Customer's request, Agency must remit to Customer (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), (ii) multiplied by two hours.

**B. Customer or Agency "Cancellation" or Termination of Shift.** Customer or Agency may cancel a booked shift with four hours' advance notice without cost or penalty, but in accordance with the Guaranteed Minimum Hours as specified in Section VI.B. If Customer cancels with less than four hours' advance notice, then Agency may invoice Customer for an amount equal to: the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), multiplied by four hours. If Agency cancels with less than four hours' advance notice, then Agency must remit to Customer: (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), (ii) multiplied by four hours.

**C. Staff Failure to Report On Time for a Booked Shift with Advance Notice ("Late Shows").** Except as set forth in Section IV.B and IV.E of this Exhibit D, if any Booked Staff (including Traveler Staff or Local Long Term Staff) fails to report to the appropriate Customer unit or department to perform Services within the first hour of the scheduled start time of any booked shift and gives notice in advance of the start time of the shift, then:

1. Customer, in its sole discretion, may permit the Booked Staff (including any substitute Booked Staff) to work the remainder of the booked shift as scheduled (and for the avoidance of doubt: Customer does not owe any amounts for time not worked (Services not performed)); or
2. Customer, in its sole discretion, may immediately cancel or terminate the entire booked shift without cost or penalty, and the requirements set forth under Section VI.B of this Exhibit D do not apply; or
3. If requested by Customer, Agency must employ best efforts to provide a comparable substitute to perform the booked shift as soon as possible (and for the avoidance of doubt: Customer does not owe any amounts for time not worked (Services not performed)).

**D. Staff Failure to Report On Time for a Booked Shift without Advance Notice ("Late Shows").** Except as set forth in Sections IV.B and IV.E of this Exhibit D, if any Booked Staff (including Traveler Staff or Local Long Term Staff) fails to report to the appropriate Customer unit or department to perform Services within the first hour of the scheduled start time of any booked shift and fails to provide advance notice, then upon the Customer's request, Agency must remit to Customer, by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate, Traveler Rate, or Local Long Term Rate, whichever is applicable, multiplied by (y) the total number of hours in that shift not worked.

**E. Staff Failure to Report for an Entire Booked Shift(s) ("No Shows").** In addition to the requirements set forth in Sections IV.B and IV.E of this Exhibit D, if a Booked Staff fails to report for an entire booked shift without prior Customer approval, then Agency must employ best efforts to provide a comparable substitute to perform the Staff Booking within a timeframe that is acceptable to the Customer in the Customer's sole discretion. If Agency is unable to provide a substitute Booked Staff within a timeframe that is acceptable to the Customer in the Customer's sole discretion, then Agency must remit to Customer, by the end of the following Pay Period an amount equal to: (x) the

applicable Adjusted Bill Rate, Traveler Rate, or Local Long Term Rate, whichever is applicable, multiplied by (y) the total number of hours in that shift.

**F. Customer Late Booking of Staff Shift.** If Customer orders Services less than two hours before the start time of the booked shift, and if a Booked Staff reports to the appropriate department or unit at the designated Customer location within the first hour of the scheduled shift start time, then Agency may invoice Customer for Services performed by the Booked Staff as if the Booked Staff reported to work at the scheduled start time of the shift. If Customer orders Services at any time after the start time of the booked shift, and if a Booked Staff reports to the appropriate department or unit at the designated Customer location one or more hours after the scheduled shift start time, then Agency may invoice Customer for actual hours worked.

## **V. RULES CONCERNING TRAVELER OR LOCAL LONG TERM ASSIGNMENTS**

**A. Customer Cancellation or Termination of Traveler Assignment or Local Long Term Assignment.** Customer may cancel or terminate a Traveler Assignment or Local Long Term Assignment without cost or penalty by notifying the Agency at least two weeks before the start date of the Traveler Assignment or Local Long Term Assignment or if the Customer assigns the Staff to a comparable Staff Booking with a comparable Bill Rate to be performed by the Traveler or Local Long Term Staff (1) at least one week prior to the first shift of the cancelled Staff Booking, or (2) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later.

If Customer:

(1) cancels or terminates the assignment of any Traveler Staff or Local Long Term Staff, either during the Staff Booking or within the two weeks immediately preceding the Staff Booking, and

(2) fails to assign the Staff to a Staff Booking with a comparable Bill Rate to be performed by the Traveler or Local Long Term Staff (a) at least one week prior to the first shift of the Staff Booking, or (b) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later, then

Customer must remit to Agency by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by thirty-six times the number of weeks remaining in the Staff Booking, up to a maximum of thirty-six hours.

**B. Agency Cancellation or Termination of Traveler Assignment or Local Long Term Assignment.** Agency may cancel or terminate a Traveler Assignment or Local Long Term Assignment without cost or penalty by notifying the Customer at least two weeks before the start date of the Traveler Assignment or Local Long Term Assignment or if the Agency provide Customer with a substitute Staff of comparable skill level and qualifications (1) at least one week prior to the first shift of the cancelled Staff Booking, or (2) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later.

If Agency:

(1) cancels or terminates the assignment of any Traveler Staff or Local Long Term Staff, either during the Staff Booking or within the two weeks immediately preceding the Staff Booking, and

(2) fails to provide Customer with a substitute staff of comparable skill level and qualifications, (a) at least one week prior to the first shift of the Staff Booking, or (b) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later, then

Agency must remit to Customer by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by thirty-six hours times the number of weeks remaining in the Staff Booking, up to a maximum of thirty-six hours.

**C. Agency Postponement of Traveler Assignment or Local Long Term Assignment.** If Agency provides at least five days' advance notice to Customer that a Traveler Staff or Local Long Term Staff is not available to begin the Traveler Assignment or Local Long Term Assignment but that the Traveler Staff or Local Long Term Staff is available to begin the Traveler Assignment or Local Long Term Assignment within the first five days following the first scheduled shift of the Staff Booking or as otherwise agreed to by Customer and Agency, then except as set forth in Section IV.E of Exhibit D:

1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
2. Customer, in its sole discretion, may allow for a make-up shift in the same Pay Period and no time worked as a result of the make-up shift counts as Overtime; or
3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.C.1.

In addition, if Agency does not provide at least five days' advance notice to Customer that a Traveler Staff or Local Long Term Staff is not available to begin the Traveler Assignment or Local Long Term Assignment by the scheduled start date, then except as set forth in Section IV.E of Exhibit D:

1. Agency must provide a substitute within timeframe agreed upon by Customer or;
2. Agency must remit to Customer (upon the Customer's request): the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by thirty-six hours, times the number of weeks remaining in the Staff Booking, up to a maximum of thirty-six hours.

**D. Customer Canceling of Traveler and Local Long Term Staff Shifts (Call-offs) During Assignment.** In addition to any other rights the Customer has to cancel or terminate a Staff Booking or a particular shift or shifts, Customer may cancel or terminate one Traveler shift and one Local Long Term shift per two-week period without cost or penalty. For the avoidance of doubt, the hours not worked due to the cancelled or terminated shift count toward the Guaranteed Minimum Hours as if the Staff had actually worked those hours.

**E. Agency Canceling of Traveler and Local Long Term Staff Shifts (Call-offs) During Assignment.** If the Agency cancels a shift or series of shifts with Customer approval during any Traveler Assignment or Local Long Term Staff Assignment, then Customer, in its sole discretion, may do any or all of the following:

1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
2. Customer, in its sole discretion, may allow for a make-up shift in the same Pay Period and no time worked as a result of the make-up shift counts as Overtime; or
3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.E.1.

**F. Staff Illness Exception.** Agency or Staff person may, without cost or penalty, cancel one shift every four weeks in any Staff Booking, if Agency or Staff person provides at least two hours' prior notice to the Customer. If Agency or Staff person cancels any shift under this Section V.F., then:

1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
2. Customer, in its sole discretion, may allow for a make-up shift in the same Pay Period and no time worked as a result of the make-up shift counts as Overtime; or
3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent

from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.F.1.

## VI. TIMEKEEPING

**A. Staff Compensation Distinguished from Price of Services.** Before any Staff begins any Staff Booking, the Staff must acknowledge in a written document signed by the Staff and provided to Agency, that: (1) the Staff is an employee of Agency; and (2) no Customer is liable to the Staff for any wages, salary, employee benefits or other compensation, or for any expense reimbursement for any work performed by the Staff under this Agreement.

**B. Guaranteed Minimum Hours for Staff.**

1. There are no Guaranteed Minimum Hours unless the Booked Staff is an Assigned Traveler Staff or a Local Long Term Booked Staff.

2. If Customer orders a Traveler Assignment or Local Long Term Assignment, Customer must schedule the assigned Traveler Staff or Local Long Term Staff for Guaranteed Minimum Hours. The Guaranteed Minimum Hours for Travelers and Local Long Term Staff is, in Customer's sole discretion, either (a) forty-eight hours per week, or (b) seventy-two hours for each consecutive two-week period, and thirty-six hours in the final week of the assignment if the assignment is for an odd number of weeks.

3. Any Overtime worked counts toward the Guaranteed Minimum Hours. At Customer's sole discretion, Customer may schedule a Traveler Staff or Local Long Term Staff to work time in excess of the Guaranteed Minimum Hours. Any Overtime worked by a Local Long Term Staff will be billed at the Overtime Bill Rate unless specified otherwise under the general Overtime rules below.

**C. Timesheets.** Customer may require Booked Staff to round off time that the Booked Staff records on Customer's timekeeping records to any time increment that is permitted by law and that is in accordance with the Customer's usual and customary timekeeping policies.

**D. Overtime.** Customer has no responsibility to pay Agency for any Overtime, despite any obligation Agency may have to pay Staff, unless: (1) Customer schedules the Staff to work Overtime (in writing from the CNO or designated representative) or, if the Overtime is unscheduled, the Overtime worked is approved in writing by the CNO or designated representative before the Booked Staff works the Overtime by a person with authority to order Staff under Section II.A of this Exhibit D; (2) Agency notifies Customer as required under Section VI.D of this Exhibit D; and (3) the Overtime is properly invoiced as set forth in Section 4.4 of this Agreement.

**E. Cumulative Time.** If Agency assigns any Staff to work more than one assignment in any Pay Period (including assigning the Staff to work more than one Staff Booking for the same or different Customer facilities), then Agency must notify each person who orders Services for that Pay Period of the approximate number of hours that the Staff is scheduled to work during that Pay Period so that the Customer may make an informed determination regarding the potential overtime the Staff may work.

**F. Excess Time.** Customer has no duty to pay for any Excess Time. Examples of Excess Time include

1. time resulting from a Booked Staff reporting to work early or working late (except as requested and approved in writing by Customer prior to the Staff's working during that time),

2. time resulting from a Booked Staff's failure to take a required meal break (except as requested and approved in writing by Customer prior to the Staff's working during that time), or noted on a written or electronic timecard or any timekeeping record submitted by Customer to Agency and,

3. time resulting from a Booked Staff's failure to take any other required break (except as requested and approved in writing by Customer prior to the Staff's working during that time) or noted on a written or electronic timecard or any timekeeping record submitted by Customer to Agency.

For the avoidance of doubt, Customer has no duty to pay for any state or federal regulatory penalties that Agency may incur as a result of any Staff's failure to take a meal break or other break, unless:

a) the Customer has requested and approved in writing on the Staff's timecard that the Booked Staff perform Services during the meal or other break prior to the Booked Staff's working during the meal or other break,

- b) the Agency is required by law to pay a penalty for the missed meal or missed break, and
- c) Agency provides proof to Customer that Agency has paid the penalty for the applicable missed meal or missed break to the appropriate Staff.

## VII. CUSTOMER POLICIES

**A. Use of Equipment.** Customer may, from time to time and in its sole discretion, loan various pieces of equipment to Booked Staff for use in the performance of Services, such as pagers, phones, and medical equipment ("Equipment"). Staff must return all Equipment to Customer at the end of each shift in the same condition that the Staff received the Equipment. If any Equipment is damaged, lost, or stolen due to the Staff's negligence or willful misconduct, then Agency must reimburse Customer for the cost of replacing the Equipment or repairing the Equipment to the same condition in which the Staff received the Equipment.

Agency is solely responsible for the maintenance and operation of any equipment a Staff person: (a) owns; (b) leases; or (c) otherwise brings to a Customer's facility to perform services at that Facility. Agency acknowledges and agrees that it bears sole responsibility and liability for personal injury, property damage or other loss arising from any equipment described in the preceding sentence.

**B. Investigation of Customer Complaints.** Agency must immediately investigate any written complaint against any Staff that Customer makes to Agency. Agency must provide Customer with a written report indicating that Agency investigated the complaint and describing any disciplinary action that Agency has taken or intends to take with regard to the Staff. Agency must provide this report within 14 days or upon conclusion of the investigation, whichever is earlier. If an investigation may take longer than 14 days, Agency must, at a minimum, provide a written acknowledgement of the complaint and detail steps on how it will investigate such complaint.

**C. Reporting of Incidents Involving Staff.** Customer shall report to Agency any unexpected incident known to involve any Booked Staff (such as Booked Staff errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Booked Staff, and any safety hazards known to be related to the Services provided by Booked Staff) if the incident may have an adverse impact on the Customer or Agency.

Should MedAssets or Customer become aware of an incident or claim which may give rise to a claim under Agency's professional or general liability policy of insurance, MedAssets and Customer agree to promptly notify Agency of the nature of the claim and report all necessary information related to the claim.

**D. Natural Disasters and Other Emergencies.** In Customer's sole discretion, Customer may require Booked Staff to participate in Customer's natural disaster and other emergency response activities, if any, as part of any Staff Booking. Agency must also comply with this Agreement during any natural disaster or other emergency.

## VIII. MISCELLANEOUS

### A. MedAssets Inspection of Agency for Service Levels.

1. Frequency: Scope. From time to time and in MedAssets sole discretion, Agency must permit MedAssets or a third-party auditor appointed by MedAssets to conduct an investigation of Agency's books, invoices and records relating to the level of service that Agency provides Customers, for the purposes of determining whether Agency is in compliance with the following terms and conditions of this Agreement:

- (a) Section 3.2 of this Agreement (Employment Status of Staff);
- (b) Section 3.4 of this Agreement (Notification to MedAssets of Circumstances That Could Affect Services);
- (c) Section IV.D of Exhibit C (Equal Opportunity);
- (d) Section I of Exhibit D (Eligibility for Assignment); and
- (e) Section III.D of Exhibit C (Insurance).

In addition, MedAssets may require Agency to certify in writing Agency is in compliance with the Agreement sections cited in this Section VIII.A.1.

2. Reimbursements. If any investigation reveals that Agency is not in compliance with the sections referenced in this Section VIII.A, then Agency must reimburse MedAssets for all costs and expenses incurred in conducting the investigation.

3. Procedures. All investigations pursuant to this Section VIII.A must be conducted upon reasonable prior written notice. In connection with any investigation pursuant to this Section VIII.A, or MedAssets construction and maintenance of any database of Agency Staff file information on behalf of its Customers, Agency must promptly provide copies of all file materials for any Staff person whose file is requested by MedAssets or its agents. If any investigation conducted pursuant to this Section VIII.A indicates that Agency is in breach of any of the sections referenced in Section VIII.A.1, then Agency must resolve any issue that relates to any missing or deficient Audit Element within five business days of receiving a corrective action notice of the issue.

4. Agency agrees and acknowledges that MedAssets has the right to share all data obtained through the inspection process described in this Section VIII.A with its Customers.

5. Agency represents and warrants that it will obtain waivers from all Staff persons allowing voluntary disclosure of a Staff persons' file materials to MedAssets in connection with the inspection process described in this Section VIII.A, and in connection with MedAssets construction and maintenance of any file database of Agency Staff file information on behalf of its Customers.