

Qualivis

application for approved vendor status

&

staffing agreement

between

Qualivis a division of SCHA Solutions, Inc.

and

The Undersigned Licensed Staffing Agency

Effective on

May 9, 2018

**THIS APPLICATION BECOMES A BINDING AGREEMENT ONLY AS
SET FORTH IN ARTICLE X.**

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APPLICATION FOR APPROVED VENDOR STATUS & STAFFING AGREEMENT

THIS REQUEST FOR APPLICATION FOR APPROVED VENDOR STATUS & STAFFING AGREEMENT (the “Agreement”) is entered into by and between the undersigned licensed staffing agency (“Agency”), and Qualivis, a division of SCHA Solutions, Inc., a South Carolina corporation located in Columbia, South Carolina (“SCHA Solutions” or “Qualivis”).

NOW THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, SCHA Solutions and Agency agree as follows.

I. INTRODUCTION

1.1. **BACKGROUND.** SCHA Solutions is a private, for-profit corporation, operating as the shared-services arm of the South Carolina Hospital Association (“SCHA”). One service offered by SCHA Solutions is known as “Qualivis”. Qualivis is a third-party administrative service for developing a list of approved staffing agencies that agree to adhere to Qualivis standards. Agency is a licensed staffing agency in the business of providing staffing to medical care providers. Agency is applying to become a Qualivis approved agency in order to provide, when requested, and on a non-exclusive basis, the highest quality staffing available. It is the mutual desire of Qualivis and Agency that this Agreement, if signed and delivered by both parties as set forth in Article X, will constitute the sole arrangement between them solely with respect to the provision of the specific staffing services herein and will supersede any and all such prior agreements, arrangements, understandings and/or communications of any kind or nature between them, or between Agency and “Clients” as defined in Section 1.3 below.

1.2. **PURPOSE.** This Agreement serves as (i) a means for staffing agencies (sometimes referred to herein as the “Agencies”) to apply to Qualivis to become an approved vendor, and (ii) the final agreement, if selected and executed by Qualivis, between the parties for the services described herein. Qualivis anticipates that it will ultimately select and execute many of the submitted applications from agencies. These selected agencies will ultimately be called upon to submit the staff candidate(s) to a Client for Client’s potential selection in accordance with this Agreement to fulfill the needs of the respective Client (as such term is defined below). Qualivis may modify the terms of this Agreement, effective following 30 days’ notice to Agency. Agency shall have the right to terminate this Agreement by notice to Qualivis during such 30 day period if Agency does not accept Qualivis’ modifications to this Agreement.

1.3. **MEMBER CLIENTS.** Qualivis, during the term of this Agreement, will serve as third party administrator of staffing programs established by state hospital association and state hospital service organizations for the states of Alabama, Arkansas, Florida, Georgia, Idaho, Kentucky, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia, and possibly other healthcare associations, networks, organizations, hospitals and healthcare employers nationwide. Hospitals and healthcare employers participating in these staffing programs will be listed on the Qualivis’ Approved Website as described in Section 3.2 below and shall be referred to collectively herein as “Clients” and individually as “Client.”

1.4. **EFFECTIVE DATE.** If this Agreement is signed and delivered by both parties as set forth in Article X, then the Agreement shall be effective on May 9, 2018 (the “Effective Date”). For all orders booked prior to May 9, 2018, the terms of the placement or placement assignment will fall under the terms in effect at that time even if the start date of the placement or placement assignment is after May 9, 2018; provided, however, if a temporary assignment is renewed, then such renewal will fall under the terms of this Agreement. For Clients who begin participation in Qualivis after the Effective Date, only Agency placements or placement assignments made after such Clients’ participation shall be subject to this Agreement.

II. APPLICATION PROCESS

2.1 PERTINENT DATES. Qualivis has established the following schedule for the selection process:

Date of Issuance:	February 22, 2018
Application Questions Deadline:	March 16, 2018, Noon EST
Application Submittal Deadline:	March 16, 2018, 3 PM EST
Award Date:	March 22, 2018
Agency Rate Submission:	March 26, 2018
New Agency Orientation:	April 16, 2018
Renewing Agency Orientation:	April 18, 2018
Effective Date:	May 9, 2018
Term:	May 9, 2018-May 8, 2020

2.2 SUBMISSION OF APPLICATION. Subject to the conditions, provisions and specifications set forth below, Agency's application, including all required forms and documentation, shall be submitted electronically to the Qualivis website www.qualivis.com by 3:00 p.m., EST on March 16, 2018.

2.3 QUESTIONS. Questions concerning the application process will be received until 12:00 p.m., EST, on March 16, 2018. All questions pertaining to the application process shall be directed to rfp@qualivis.com.

2.4 NATURE OF AGENCY SUBMISSION. The Agency's signed and submitted copy of this Agreement constitutes an application and offer to provide supplemental staffing services under the terms and conditions of this Agreement, on behalf of Agency and each of its affiliates. For purposes of this Agreement, "affiliates" means any parent, subsidiary, brother or sister company of Agency, as well as any company controlling, controlled by, or under common control with, the Agency. Agency specifically acknowledges that this is a request for offers, not a request to contract, and Qualivis reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of Qualivis and/or the Clients. All affiliates of Agency must participate in this Agreement and report usage or NONE will be approved.

2.5 COMPLETE APPLICATION: NEW AGENCIES. To be considered for selection, Agencies not currently under contract with Qualivis must submit a complete application on the Qualivis website www.qualivis.com under the terms and conditions provided in this Agreement. In addition to items otherwise required to be submitted in this Agreement, the application must be signed and contain the following items to be completed:

- a) Executive Summary – The executive summary will consist of the application cover letter highlighting the contents of the application and bearing the authorized representative's signature.
- b) Corporate Background and Experience – This section will include background information on the organization and should give details of experience with similar projects. Include a list of all affiliates (as defined in Section 2.4).
- c) Agreement – A completed and electronically signed Agreement (Article X).
- d) Guarantee – A completed and electronically signed guarantee (Article XI).

- e) Forms – The following forms, which are attached to and made a part of this Agreement as exhibits, must be completed and returned:
 - i) Staffing Specialties Offered (Exhibit A);
 - ii) Service Lines Offered (Exhibit A1);
 - iii) Exceptions/Incentives to Agreement Terms (Exhibit D).
 - iv) Conflict of Interest Statement (Exhibit G);
- f) Performance Improvement – A summary description of Agency’s performance improvement activities with examples of system implementation and the system for reporting, tracking, and documenting (i) unexpected incidents, including errors, unanticipated deaths and other events, (ii) injuries, and (iii) safety hazards related to the care and services provided.
- g) Financial Statements – The Agency’s most recent audited financial statements or similar evidence of financial stability must be provided. A recent P&L, balance sheet or recent tax return is acceptable. Statement should not exceed three (3) pages.
- h) License of Agency – A copy of the Agency’s license issued by the appropriate licensing authorit(y)(ies).
- i) Certificate of Good Standing – A copy of the Agency’s Certificate of Good Standing (or comparable document) from the Secretary of State in its state of formation.
- j) Certificates of Insurance – Copies of Agency’s professional and general liability, (and except for those Agencies providing staff for Direct-Hire employment by Clients) worker’s compensation and state unemployment insurance certificates sent directly from insurer(s) or applicable state agency.
- k) Certificate of Joint Commission Certification – Any Agency supplying clinical staff for temporary employment by Agency must provide proof of current certification Qualivis from The Joint Commission (TJC). Agencies providing permanent, direct hire, locum tenens, or non-clinical staff only are excepted from this requirement and any mention of such hereafter.

2.6 COMPLETE APPLICATION: RENEWING AGENCIES. To be considered for selection, Agencies currently under contract with Qualivis must submit a complete application on the Qualivis website www.qualivis.com under the terms and conditions provided in this Agreement. In addition to items otherwise required to be submitted in this Agreement, the application must be signed and contain the following items to be completed:

- a) Agreement – A completed and electronically signed Agreement (Article X).
- c) Statement of No Material Changes – that no material changes have occurred in Agency’s business (Exhibit J).
- d) Exceptions/Incentives to Agreement Terms (Exhibit D).
- e) Conflict of Interest Statement (Exhibit G).

2.7 NEGOTIATIONS AND AWARDS: AGENCY PRICING. Qualivis will review and evaluate all applications submitted by Agencies as to completeness, content, experience with similar projects, abilities of Agency and its staff, and other criteria which Qualivis, in its sole discretion, deems appropriate. Qualivis shall approve or reject applications as it deems justified,. By signing this Agreement, Agency waives any and all claims, causes of action, rights, and remedies against Qualivis, Clients, and state hospital associations and organizations arising from the failure of Qualivis to approve Agency’s Application. Upon approval of Agency’s application, and upon request by Qualivis, Agency shall submit typical inclusive hourly rates to be charged for each staffing position. All rates are subject to individual negotiations between Agency and Client(s). The typical inclusive hourly rates provided by Agency will be posted on the Qualivis Approved Website with access restricted to Qualivis, Clients,

and state associations and organizations. The bill rates submitted by agency are all-inclusive and include recruitment fees, travel, reimbursement, lodging per diem reimbursement, meal and incidental expense per diem reimbursement and compensation for healthcare professionals.

2.8 UNSUCCESSFUL APPLICATIONS. In the event Qualivis decides not to include Agency in any subsequent discussions that may follow as a result of the Agency application, Qualivis is not obligated to enter into any correspondence or other exchange as to the basis upon which its decision was made. Qualivis will initiate further contact only if and when Qualivis deems appropriate.

2.9 INCURRED COSTS. Agency shall participate in this application process, and prepare the required materials and submittals and any subsequent materials and submittals at its own expense with the express understanding that there shall be no claims whatsoever for reimbursement from Qualivis, or any Client for any cost or expense associated with this application process.

2.10 MODIFICATIONS AND WITHDRAWAL. Agency may modify or withdraw its application by written notice received by the Qualivis before the time and date set for the application's submission in Section 2.2 of this Agreement. If Agency withdraws its application, the withdrawal shall be in writing, signed by an authorized individual, and received by Qualivis at the address set forth herein. All material made available to Qualivis up to the date of withdrawal shall become the sole and exclusive property of Qualivis.

2.11 LATE, UNSUCCESSFUL, OR NEW APPLICATIONS. Qualivis will not accept any application received after the time and date set for receipt of applications in Section 2.2 of this Agreement or any request for withdrawal or request for modification received after the time and date set for submission of applications. After the Effective Date, complete applications submitted by prospective agencies will be reviewed by Qualivis for possible entry to the program at least twice a calendar year.

2.12 PRE-SELECTION INVESTIGATION. Qualivis reserves the right to conduct a pre-selection investigation of Agency to confirm any part of the information furnished by Agency or to require additional evidence of managerial, financial, technical, and other operating capabilities that Qualivis deems necessary. Agency agrees to cooperate fully in any such investigation and to provide any additional documents or information required by Qualivis. Failure to comply with the foregoing sentence shall result in Qualivis' suspension of its review of Agency's application.

2.13 AUTHORITY. The application must be signed by an authorized officer of the Agency.

2.14 NON-EXCLUSIVITY. Qualivis will be requesting applications from a large number of agencies. From the applications received, Qualivis will select a number of agencies from which it will execute individual non-exclusive agreements. Qualivis and Clients reserve the right to enter into arrangements to acquire the same, competing or different staffing services from other sources. Agency reserves the right to enter into arrangements to provide the same, competing or different services to customers and Client(s) it is not already servicing pursuant to this Agreement. With regard to any Client(s) Agency serves pursuant to this Agreement, Agency agrees it will not contact said Client(s) in any way, either directly, indirectly, or through a third party, to discuss, solicit, or offer to provide any additional service(s) to Client(s), without prior approval of Qualivis as governed by the approval process set forth in this Agreement. Agency agrees that any such contact will be deemed a material breach of this Agreement. If Agency is deemed by Qualivis to be in material breach of this Agreement, Agency understands and acknowledges that Qualivis reserves the right (without waiving any claim or remedy Qualivis may have in law or equity) to immediately suspend Agency, for a period of time to be determined by Qualivis in its sole discretion, or terminate this Agreement.

2.15 OWNERSHIP OF SUBMITTED DOCUMENTS. Agency agrees that the application submitted in response to the request becomes the property of Qualivis, and agency will not claim any proprietary right to the ideas, writings, items or samples provided therein. Qualivis shall not provide copies of any agency submission to any other agency and shall not permit any review of the same by any other agency. Qualivis is not obligated to return agency's application or other documentation submitted in response to this request for staffing services. Qualivis disclaims any ownership rights of any other intellectual property independently developed by Agency or Agency Staff.

III. STAFFING SERVICES

3.1. SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision by the Agency of staff requested through various Schedules attached to this agreement, to the Clients for those positions required and needed by the Clients. Agency shall provide staffing services in accordance with the terms and conditions of this Agreement. Staffing services include temporary, permanent, interim, international, locum tenens, critical and rapid response, per diem and temp-to-perm personnel, regardless whether in employment of Agency or Client.

3.2. ELECTRONIC COORDINATION OF SERVICES. The preferred process of requesting staff under Section 3.3 and submission of an Agency Staff candidate by agencies is by electronic means through a website selected by Qualivis ("Qualivis Approved Website"). The Qualivis Approved Website is the preferred method by which Agency shall access and submit all required forms and documents, including but not limited to: resume and work experience forms, background checks, proposed rates, professional credentials, or other pre-employment documentation. Any update of Agency contact information should be submitted on the Qualivis website. Agency specifically agrees to use its good faith best efforts to coordinate its provision of services under this Agreement through the Qualivis Approved Website. Qualivis will provide all agencies with information and instructions for coordinating services via the Qualivis Approved Website prior to the Effective Date. All information regarding candidates will be held strictly confidential by Qualivis, the Qualivis Approved Website vendor and the applicable Client as required by law. This confidentiality provision shall not apply to information in the public domain or produced pursuant to valid government process. Notwithstanding the foregoing, Qualivis will make alternative non-web based methods available for the coordination of services under this Agreement.

3.3. REQUEST FOR AGENCY STAFF. When a Client identifies a need for staff, the Client will use the Qualivis Approved Website or a Qualivis approved alternative method to notify agencies of the need and request that the agencies submit their Agency Staff candidate to fulfill that need. The Client will provide the agencies with all pertinent information deemed necessary by Client to assist agencies in their selection and submission of a qualified candidate.

3.4. SUBMISSION OF AGENCY STAFF CANDIDATE FOR SERVICES. Upon receipt of a request from a Client, Agency shall use its best efforts to provide such Client with an Agency Staff candidate to provide services. The parties acknowledge that Agency is not required or expected to submit a candidate for each specific request. If Agency has an Agency Staff candidate fitting the Client's need, Agency will submit its candidate to Client through the Qualivis Approved Website or other Qualivis approved method within a reasonable time of the Client's request. Clients reserve the right to not consider any Agency Staff candidate not submitted by Agency within a reasonable time. Agency may only use the Qualivis Candidate Submission Form when presenting Agency Staff candidate to Client. Other candidate submission forms that may include Agency terms and conditions are not acceptable.

3.4.1 Client shall have the right to refuse to accept for assignment any Agency Staff (whether said provider is prospective, active, current or past) that it deems unsatisfactory, in Client's sole and absolute discretion, based upon a review of all information available to the Client, including, but not limited to, said worker's records, interview, experience, qualifications, performance, behavior, or any other information available.

This right of the Client shall apply whether or not the Client has at any time in the past accepted the particular healthcare provider for assignment. Moreover, if the Client has requested that the Agency assign a particular Agency Staff candidate for service and the Agency has so agreed, Client shall not be required to accept, but may so accept, any other healthcare provider as a substitute or replacement.

3.4.2 When the Client, at its sole discretion, refuses to accept for assignment any Agency Staff candidate (whether prospective, active, current or past), the Agency agrees that it will not supply the Client with that individual again without the knowledge and consent of the Client.

3.5 SELECTION OF AGENCY STAFF. Qualivis anticipates that multiple selected Agencies will submit offers to fill staff openings posted through Qualivis by Clients. Clients, in their absolute discretion, will make every effort to promptly select staff from the submitted candidates. Clients will use their reasonable efforts to notify the successful Agency of its selection and to notify other Agencies that they were not chosen for the opening at issue. Agency acknowledges and agrees that Qualivis will have no involvement in the actual selection process of a candidate by the Client and assumes no liability for the decision-making process.

3.6 CANDIDATE AVAILABILITY. The parties recognize and agree that the Agency's duty to supply Agency Staff on request of the Client is subject to the availability of qualified Agency Staff candidates. The parties further recognize and agree that the Client has no obligation to request Agency Staff from the Agency but does so in its sole discretion based on the need for Agency Staff. The parties agree the Agency does not have the exclusive contract to fill the Client's needs for Agency Staff, and Client is under no obligation to accept any Agency Staff candidate. Absent a failure on the part of the Agency to exercise its best efforts, the failure of the Agency to have qualified candidates available and the failure of the Client to request candidates does not result in any penalty nor constitute a breach of this Agreement.

3.7 STANDARDS. Agency represents and warrants that it shall provide to Clients the staffing services in accordance with all applicable federal, state and local statutes, regulations, or ordinances, all applicable standards of The Joint Commission ("TJC"), any other applicable accrediting or certifying organization, and any and all applicable standards and policies of Clients. It is an ongoing condition to Agency's participation in Qualivis that Agency obtains and maintains certification status from TJC (except Agencies that contract only for permanent and non-clinical staff placement). All Agency Staff submitted by Agency shall be acceptable to the respective Client, in the Client's own judgement and discretion. Agency represents and warrants that all Agency Staff providing services hereunder have received all necessary and appropriate training and work credentials, with all documentation provided to Client, or placed on the Qualivis Approved Website. Upon request, Agency shall provide proof of such training and work credentials satisfactory to Qualivis and the Clients. In the event the Agency does not comply with any one or more of the above federal, state, or local statutes, regulations, or ordinances, standards of any accrediting or certifying organization, or standards or policies of client; or it is alleged that one or more Agency Staff that failed to do so, then the provisions of Section 9.4 shall apply.

3.8 EMPLOYMENT STATUS OF AGENCY STAFF. Agency Staff supplied by the Agency to fill staffing openings shall be considered, for all purposes except as required by law, except as set forth in Schedule C and G, to be employees of Agency, and will not constitute employees, agents, and/or contractors of Clients or of Qualivis. Agency has, retains, and will continue to bear sole, exclusive, and total responsibility for satisfying its responsibility as the sole employer of Agency Staff. This responsibility shall include, but not be limited to, the obligation to ensure its full compliance with and satisfaction of (i) all state and federal payroll, income and unemployment tax requirements, (ii) all state and federal wage and hour requirements, (iii) state and federal immigration laws to ensure that each Agency Staff is authorized and eligible to work in the United States for Agency, (iv) state and federal anti-discrimination, equal employment opportunity, leave time and labor laws, as applicable, (v) obtaining all appropriate consents from Agency Staff for any required documents, and (vi) all

worker's compensation insurance requirements arising from Agency's employment of an Agency Staff, the assignment of an Agency Staff to a Client and/or the actual work of an Agency Staff at a Client.

3.9 AGENCY HIRING AND DISCIPLINE OF AGENCY STAFF. Agency shall not unlawfully discriminate in the hiring of Agency Staff and will fully comply with any and all applicable local, state, and federal anti-discrimination and employment-related regulations, statutes and judicial decisions. Agency shall immediately investigate any complaint against an Agency Staff received by Agency, Qualivis, or Clients. A written report, stating the complaint was investigated and Agency's action, if appropriate, shall be filed with Qualivis within five (5) working days of the complaint. For Agency Staff offenses resulting in a state licensing board investigation, hearing, or other proceeding, all reasonable investigative and hearing expenses will be borne by Agency. Agency shall not involve Qualivis, Clients or their staff, employees, medical staff, volunteers, agents, etc. or records in such investigations unless otherwise required by law. No permission is hereby granted to Agency for access to Client records. Any such access requires advance written permission of Client. Agency shall treat all Agency Staff assigned to a Client as employees for federal, state, and local tax withholding purposes and not as independent contractors.

3.10 SUBCONTRACTING. If Agency engages one or more subcontractors to perform Agency's services under this Agreement (a "Subcontractor"), then Agency shall be responsible for the acts or omissions of each Subcontractor to the same extent the Agency is responsible for its own acts or omissions under this Agreement. Agency may use subcontractors to perform its duties and obligations under this agreement, including without limitation to furnish agency staff. Agency will provide a list of current subcontractors providing services under this agreement to Qualivis, upon request. Agency shall provide Qualivis any documentation reasonably requested by Qualivis related to each Subcontractor's qualifications, including, without limitation, the information set forth in Section 2.5. All references to Agency in this Agreement shall include Agency's Subcontractors.

3.11 ORIENTATION. Agency shall make a selected Agency Staff candidate available for as outlined in each Schedule.

3.12 CLIENT RULES AND REGULATIONS. Agency shall ensure that a selected Agency Staff candidate complies with all policies adopted by the utilizing Client, as may be amended from time to time, to protect the health and welfare of that Client's patients and staff.

3.13 UTILIZATION. It is understood and agreed that Qualivis will make the terms of this Agreement available to all Clients. This Agreement shall not, however, be construed to obligate either Qualivis or any Client to utilize any particular amount of staffing services whatsoever.

3.14 ASSIGNMENTS AND TRAINING. The utilizing Client has and retains the sole discretion to assign duties, shifts, units, assignments, etc. to an Agency Staff during an Agency Staff's assignment to its facility in a manner consistent with Client's policies, including, without limitation, the right to "float" Agency Staff to like units or departments to Client's various facilities, so long as, in accordance with applicable TJC Standards for clinical staff, an Agency Staff will be asked to provide only services commensurate with an Agency Staff's ability and qualifications.

3.15 NATURAL DISASTER AND EMERGENCY PREPAREDNESS POLICY. Further, Agency Staff must comply with Client's emergency/disaster preparedness policies. In case of disaster, weather, or other declared emergency, Agency Staff may be placed on-call, called in, assigned, or otherwise deployed to appropriate teams as designated by Client.

3.16 INCIDENTAL AGENCY STAFF EXPENSES. Qualivis and Clients will not be responsible for incidental Agency Staff expenses incurred as a result of providing staffing services under this Agreement, including, without

limitation, expenses associated with the following: housing/lodging, transportation, meals, and clothing (“Incidental Expenses”). Accordingly, unless otherwise agreed upon, the fees paid by Clients to Agency are inclusive of all Incidental Expenses. Agency agrees not to send aggregate or individualized Incidental Expense reports to Qualivis or to Clients, unless otherwise requested in writing by Qualivis or Clients. Agency agrees that neither Qualivis nor Clients shall provide any acknowledgment associated with the Incidental Expenses.

3.17 CATEGORIES OF AGENCY STAFF. Qualivis, through its selected Agencies, currently intends to offer the disciplines set forth in Exhibits E1 and E2 through Qualivis: Exhibits E1 and E2 are not intended to be exclusive and is subject to change from time to time. Additional specialties may be offered from time to time with reporting and other applicable fees required. Client reserves the right to deem which job class in which a skill specialty may fall in accordance with their internal policies. All service lines covered under this Agreement as of the Effective Date are outlined in the attached schedules.

IV. RESPONSIBILITIES OF PARTIES

4.1. RESPONSIBILITIES OF AGENCY. In addition to its obligations and responsibilities otherwise provided for in this Agreement, Agency shall be responsible for the following:

4.1.1. When notified by Client, Agency shall make its best efforts to submit its Agency Staff candidate to the requesting Client for consideration in fulfilling the Client’s need. Agency shall screen all Agency Staff in order to determine competence and qualifications, as set forth in this Agreement. Agency will recommend only an Agency Staff that meets the specific requirements and prerequisites specified by the Client.

4.1.2. Agency shall not discriminate in employment of Agency Staff, or in selection or placement of Agency Staff in Direct Hire employment of Client(s) with respect to race, color, religion, sex, genetic information, disability, age, citizenship, national origin or any other status protected under any applicable state or federal law.

4.1.3. Each Agency Staff who is submitted to fill a Client’s need shall be qualified in the judgment of Agency for the position to which the Agency Staff is referred. Agency shall verify that each Agency Staff meets the criteria set forth in this Agreement. At the time of submitting a candidate, Agency shall provide to Client a candidate profile on each selected Agency Staff sufficient to evaluate qualifications, eligibility and suitability for the position.

4.1.4. Agency shall use the Qualivis Candidate Submission Form as a cover page when presenting Agency Staff to client. Agency shall use the Qualivis Candidate Confirmation Form when confirming Agency Staff candidate’s assignment to Client. Other Agency forms that may include Agency terms and conditions shall not be accepted.

4.1.5. Agency shall provide insurance coverage under the terms and conditions of Section 9.2. Agency(ies) conducting Direct Hire placement with Clients shall be exempted from requirements of 9.2 a Worker’s Compensation and 9.2.f Unemployment Insurance.

4.1.6. Agency shall recognize that Client may receive multiple submissions for any posted job opportunity, and that Client will make reasonable efforts to select, reject, interview, offer Agency Staff. Agency shall also recognize that due to the volume of submissions, Client will not contact each and every Agency to update progress or status of their Agency Staff submission.

4.1.7. Except when Agency Staff is placed in Direct Hire employment of Client(s):

- a) Agency shall assume sole and exclusive responsibility for the payment of wages to an Agency

Staff for services performed in accordance with applicable state and federal wage and hour law. Agency shall be responsible for withholding federal and state income taxes, contributing to Federal Social Security taxes, unemployment insurance and payment of worker's compensation coverage for all Agency Staff provided under this Agreement.

- b) Agency shall comply, and shall ensure the Agency Staff's compliance, with all rules, policies, and procedures of the Client to which an Agency Staff is assigned, as well as all applicable provisions of federal, state, and local laws, rules and regulations, including, but not limited to, the security and privacy of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or any other applicable patient confidentiality laws. Without limiting the generality of the foregoing, a Client may request Agency enter into a business associate agreement (BAA) under the HIPAA regulations.
- c) Agency shall comply, and shall ensure that each clinical Agency Staff in Agency employment with Client complies, with the requirements of TJC.
- d) Agency shall, five (5) or more business days prior to start date of Agency Staff, post on the Qualivis approved website, or deliver to Client, pre-start credential compliance information.
- e) Agency shall ensure Agency Staff credential compliance remains current throughout the term of Agency Staff assignment contract.
- f) Upon notification by Client that an Agency Staff has failed to report for an assignment as scheduled, Agency shall comply with the requirements of the pertinent schedule.
- g) Agency shall inform Client of any Agency Staff cancellation and comply with the requirements of the pertinent schedule.
- h) Agency will invoice Clients for services provided on or before the tenth (10th) day of the month following the month in which services were provided.
- i) If requested by Client, or as otherwise mutually agreed upon in writing between Agency and Client, Agency shall provide to Client an invoice credit for an Agency Staff orientation in accordance with the pertinent schedule:
 - i) up to sixteen (16) hours for Travel / Contract Agency Staff;
 - ii) up to eight (8) hours for Per Diem Agency Staff;
 - iii) for categories of Agency Staff not listed in this subsection as mutually agreed upon in writing between Agency and Client.
- j) Agency shall ensure that an Agency Staff timely reports for scheduled shifts, in compliance with the utilizing Client's policies.
- k) Agency shall ensure that each Agency Staff complies with all time record keeping requirements as may be implemented by the Client from time to time.
- l) Agency shall submit usage reports and payments to Qualivis in accordance with Section 5.2.

- m) Agency shall ensure that, when Agency provides an Agency Staff who will be making home visits, assigned Agency Staff or Agency maintains automobile liability insurance for property damage and bodily injury claims of the public arising out of the ownership, maintenance, or use of vehicle, either owned, non-owned, or hired. Minimum limits of liability for the above coverage shall be maintained in accordance with the state law of the utilizing Client. This coverage may be provided under Agency's general liability policy.
- n) Agency shall ensure Agency Staff comply with Client's dress code.
- o) Agency shall ensure that Agency Staff comply with each Client's Code of Conduct, Compliance Plan or similar policies and procedures.
- p) Agency shall submit monthly Occurrence reports. An example of this form for submission can be found at www.qualivis.com. This report shall include documentation of (i) unexpected incidents, including errors, unanticipated deaths and other events, (ii) injuries, (iii) safety hazards related to the care and services provided; and (iv) any adverse or unexpected event related to an assignment of Agency Staff.
- q) Agency shall ensure that Agency and Agency Staff are in full compliance with all state and federal immigration laws and that each Agency Staff is authorized and eligible to work in the United States for Agency.
- r) Agency shall follow all reasonable operational requirements established by Qualivis to the extent such requirements are consistent with this agreement and agency is notified of such requirements in writing.
- s) Agency shall update its contact information in such format quarterly as Qualivis reasonably requests.
- t) Notwithstanding anything to the contrary in this agreement, agency shall only be required to ensure agency staff's compliance with policies or procedures of client to the extent agency is provided copies of such documents prior to agency staff's performance of services for client

4.2 **RESPONSIBILITIES OF CLIENT.** Qualivis shall use its reasonable efforts to educate Client regarding Client's responsibilities under the Qualivis program. Qualivis makes no representation or warranty regarding any Client's performance of its responsibilities. Qualivis disclaims any and all liability for Clients' performance of its responsibilities. Client's responsibilities are as follows:

4.2.1 Provide to Qualivis account manager, and update from time to time, completed Facility Profile and Unit Profile documents.

4.2.2 Provide detailed job descriptions for any openings, sufficient to assist Agency representatives to locate and present the most qualified and suitable candidates.

4.2.3 Promptly review, reject, select, interview and offer positions to selected candidates within 48 hours from time presented by Agency representatives. If more than one Agency presents the same candidate for a position and Client accepts such candidate, then Client shall have the sole discretion to determine which Agency shall represent such candidate.

4.2.4 Update job status on utilized software on a weekly basis, to Qualivis account manager, and / or to Agency representatives regarding job posting (remains open, interviewing, offered, closed).

4.2.5 Provide assigned Agency Staff with an appropriate orientation program related to that Client per assignment.

4.2.6 Utilize selected Agency Staff in accordance with the offered position.

4.2.7 Provide appropriate preventative infectious disease controls to all Agency Staff performing the same tasks and procedures as the employees of that Client

4.2.8 Notify Agency within twenty-four (24) hours regarding any patient care or safety concern, incident or pending or threatened lawsuit relating to services provided hereunder.

4.2.9 Prior to termination or suspension of Agency Staff, Client shall notify Agency within twenty-four (24) hours, Qualivis account manager and/or Agency representative regarding any unsatisfactory performance or other information relative to unsuitability of an Agency Staff, and provide the opportunity to correct Client concerns.

4.2.10 Approve a properly executed Agency Staff time document (time card, sign-in sheet, Kronos badge punch, etc.) submitted in accordance with Client's internal pay period providing Agency the hours, or fraction thereof, of the time worked by the Agency Staff, including notations regarding each occurrence of tardiness by an Agency Staff.

4.2.11 Remit payment of approved Agency invoice(s) within forty-five (45) days of receipt of the invoice

4.2.12 Terminate or suspend any Agency, in Client's sole discretion, for unacceptable practices (repeated late or incorrect invoicing, excessive contact, failure to timely provide or ensure Agency Staff credential compliance, placement of unsuitable or unacceptable Agency Staff, etc.). Client may notify its Qualivis account manager prior to such termination or suspension to provide Agency the opportunity to correct Client concerns.

V. COMPENSATION AND BILLING

5.1. **MONTHLY REPORTS AND ADMINISTRATIVE FEES.** By the fifteenth (15th) of each month, Agency shall submit monthly usage reports in the form available on www.qualivis.com containing a detailed summary of all services provided under this Agreement for all Clients for the previous month. Qualivis will submit an electronic invoice to the Agency for monthly administrative service fees, with payment due within thirty (30) days (the "Service Fee") of the date of the invoice. Late fees of the lesser of one and 5/10 percent (1.5%) per month or the maximum interest allowed by law shall apply to past due invoices. Agency further agrees to comply with Qualivis' reasonable requests to alter the process for invoicing and payment of the Service Fee. As compensation for its services hereunder, Agency will pay to Qualivis Service Fees outlined in each Schedule. Qualivis is not responsible for the accuracy of any data provided by an Agency for a usage report or otherwise and Qualivis shall not be liable for the inaccuracy of such data. If Agency is unable to provide accurate data, it is the responsibility of Agency to notify Qualivis. Agency's failure to provide accurate data or failure to notify Qualivis, may result in termination of this Agreement.

5.2. **BILLING.** Agency will invoice Clients in accordance with Client's payroll schedule for services provided hereunder on or before the tenth (10th) day of the month following the month in which services were provided and Client will remit payment of same within forty-five (45) days of receipt of the invoice. Notwithstanding any other provisions of this Agreement, Client shall not be responsible for, and shall not pay, undisputed invoices

received by Client more than one hundred twenty (120) days after any service (from the end date of the applicable pay period for Agency Staff, from start date for Direct Hire Staff) rendered by an Agency Staff. All invoices shall be serially numbered and contain information outlined on the Qualivis Approved Website. Furthermore, Agency will correct and re-submit rejected or disputed invoices within forty-five (45) days of Client notification. Client shall not be responsible for, and shall not pay re-submitted invoices if not received within forty-five (45) days of Client notification. If an invoice is disputed or rejected three (3) times, agency and client agree to use good faith efforts to resolve the issue.

5.3. BILLING – AGENCY STAFF. Hourly rates charged to Clients for each assigned Agency Staff employed by Agency are set by the Agency and / or by Client in their sole discretion. These rates represent the entire rate to be charged to Client for an Agency Staff and are not subject to adjustment for any reason, including but not limited to, premium pay, differentials, etc. For purposes of this Agreement, “overtime” shall mean any hours worked by an Agency Staff in excess of forty (40) hours in any Client work week, or in accordance with wage and hour rules dictated by state law; unless, however, Agency elects to provide for different terms as part of a selection incentive in its application. Notwithstanding the foregoing, Agency shall be responsible for compensating Agency Staff for all hours worked, including overtime hours, in accordance with applicable federal and state wage and hour law. Holiday rates shall also apply to services provided by an Agency Staff on the following designated holidays (12:01 am- 11:59 pm): New Year’s Day; Independence Day; Thanksgiving Day; Christmas Day. Call pay will cease during time an Agency Staff is in “call back” hours and overtime will be paid only if hours, including call back hours, is greater than forty (40) hours in a Client work week. Clients shall not be responsible to pay any rate differential, or inflated rates (sometimes referred to as “call-in pay”). Accordingly, Clients shall pay Agency the agreed upon bill rate, unless the traveler is in over time, then the agencies submitted OT rate will be applied. No minimum or guaranteed hours of call are offered. Clients often offer CPR, ACLS, etc. classes. Should an Agency Staff voluntarily attend a hospital class, the Client will not be billed for the hours spent in class; however, notwithstanding the foregoing, Agency shall be responsible for compensating Agency Staff for all hours worked, including overtime hours, in accordance with applicable federal and state wage and hour law, and Agency shall have the responsibility for compensation of Agency Staff in accordance with applicable law. If a Client requires an Agency Staff attendance at a class, then the Client will be billed for the hours spent in class.

5.4. BILLING – DIRECT HIRE CLIENT STAFF. Agency placement rates charged to Client(s) for Agency Staff placed in Direct Hire employment by Client are set by the Agency, and approved by Client(s) in their sole discretion. The rates represent the entire rate to be charged to Client for an Agency Staff and are not subject to adjustment for any reason, unless agreed upon between Agency and Client.

5.4.1 Client reserves the right to review and request clarification and changes on invoices or bills. If the Client and Agency are unable to agree upon a resolution, then Qualivis will attempt to mediate the dispute to the mutual satisfaction of Agency and Client.

5.4.2 Qualivis does not guarantee Client payments to Agency, and Qualivis is not responsible for non-paying Clients. Qualivis will work with Clients and Agency to resolve operational disputes. Agency shall pay compensation to Qualivis as set forth in Section 5.1 regardless of whether Agency receives payment from Client.

5.4.3 Agency shall maintain all books and records of services provided hereunder and such books and records shall be open for inspection and audit by Qualivis or its agent(s) at any time during regular business hours in accordance with Section 6.2 of this Agreement. Such books and records shall include, but not be limited to the following:

- i) Itemized invoices in accordance with Section 5.2;

- ii) Documentation supporting such invoices, such as timesheets;
- iii) Agency Staff screening information;
- iv) Agency information, including proof of insurance, as set forth in Section 9.2 and any and all licenses, certifications and/or registrations required by this Agreement, federal or State law, rule or regulation or Client policy; and
- v) Performance evaluations.

VI. RECORDS AND INSPECTION

6.1 RECORDS. Each party shall prepare and maintain all required and appropriate records for treatment and billing purposes. Clients shall own and have the right of control over all reports, records, and supporting documents prepared in connection with the services provided hereunder.

6.2 AVAILABILITY OF INFORMATION FOR INSPECTION AND AUDIT. Agency shall keep at its principal office and place of business and Qualivis shall have the right to inspect and copy all of the following: (1) a current list of the full name and last-known business address of each Agency Staff or former Agency Staff set forth in alphabetical order, the date on which each Agency Staff was hired, and the date on which any former Agency Staff ceased to be an employee; (2) copies of this Agreement and any effective written amendments to this Agreement; (4) those records required by Section 5.4.3 of this Agreement; and (5) any other records required under this Agreement to be kept by Agency. New agencies, as described in Section 2.5, must also submit copies of agency's federal, state, and local income tax returns and financial statements, if any, for its four (4) most recent years. Qualivis shall have the right to inspect and audit the books of the Agency at all reasonable times to determine whether Agency is in compliance with this Agreement. Qualivis' current audit form is attached as Exhibits H and I (a/k/a Personnel File Review). Qualivis shall have the right to obtain from Agency, from time to time and on reasonable demand, copies of any such information referred to in this Section 6.2. Within five (5) business days following an audit under this Section 6.2, Agency must provide any missing documents to Qualivis. Qualivis will provide thirty (30) days notice of termination of the Agreement to Agency following its failure to provide Qualivis with missing documents within five (5) business days of the audit. If Qualivis does not receive the missing documents before the end of the thirty (30) days notice period, Qualivis may terminate the Agreement. The address of the office for audits must be maintained on the Qualivis Approved Website. If Qualivis travels to the wrong location for an audit because the Agency has posted the incorrect audit address, the Agency will be invoiced for all related expenses. All references to "Agency Staff" in this Section 6.2 apply only to Agency Staff who are, or who have been, assigned to a Client under this Agreement.

6.3 GOVERNMENT ACCESS AND INSPECTION. If the value or cost of services rendered to an individual Client pursuant to this Agreement is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Agency agrees as follows:

- a) Until the expiration of four (4) years after the furnishing of such services, Agency shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General of the United States, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such services;
- b) If any such services are performed by way of subcontract with a related organization and the value or cost of such subcontract services is Ten Thousand Dollars (\$10,000) or more over a twelve

(12) month period, such subcontract shall contain and Agency shall enforce a clause to the same effect as this Section 6.3; and

The availability of Agency's books, documents and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of this Section 6.3 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

VII. TERM AND TERMINATION

7.1. TERM. The initial term of this Agreement shall commence on the Effective Date and terminating on May 9, 2020 (the "Initial Term"). Beginning on May 9, 2018, and at the start of each subsequent year, this Agreement may be renewed for additional one (1) year terms (each "Renewal Term") upon mutual and written agreement of the parties. Rates and terms shall apply to all new assignments, renewals, and/or extensions with a start date on or after the effective date.

7.2. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement or a specific Schedule attached to this Agreement at any time, for any reason or no reason, upon thirty (30) days prior written notice to the other party. Provided, further, that the terms of this Agreement will continue to be in force and effect after such termination for any Schedule not terminated or for any Agency Staff then on assignment with Client, or scheduled to commence an assignment with Client less than fourteen (14) days after such termination

7.3. IMMEDIATE TERMINATION/SUSPENSION. At its option, Qualivis may terminate or suspend this Agreement immediately by written notice to Agency upon the occurrence of any of the following events:

- a) the denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment (under threat of disciplinary action) of Agency's or any Agency Staff's license in any state;
- b) the failure of Agency to make a timely disclosure required pursuant to Section 9.3 hereof;
- c) conduct by Agency or any Agency Staff which, in the discretion of Qualivis or the utilizing Client, could affect the quality of professional care provided to the Client's patients or the performance of duties required hereunder, or is prejudicial or adverse to the best interest and welfare of Client or its patients;
- d) breach by Agency or any Agency Staff of any of the confidentiality provisions hereof;
- e) failure by Agency to maintain the insurance required under Section 9.2;
- f) ceasing of operations of Qualivis;
- g) Agency's or any Agency Staff's conviction of a criminal offense related to health care, or Agency's or any Agency Staff's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation;
- h) failure to make any disclosures required under Article VI or Section 9.3;
- i) failure to submit Occurrence reports under Section 4.17.p;
- j) failure to submit monthly usage reports or make timely payments under Section 5.1;
- k) failure to submit all documentation for Qualivis' audits as described in Section 6.2;

- l) failure of Agency to make undisputed payments to Client or to Qualivis as required under this Agreement;
- m) failure of Agency to maintain TJC certification; (except companies that only contract for Direct Hire placement and non-clinical staff);
- n) Failure to complete and / or maintain compliance requirements for Agency Staff and Staff placed in Client employment; or
- o) any other failure by Agency to adhere to the terms of this Agreement.

7.4. INACTIVE STATUS. Any Agency reporting no usage for two successive quarters may be placed in Inactive Status and will be assessed an Administrative Fee of \$250.00 per quarter for costs incurred by Qualivis in keeping such Agency in Inactive Status. In addition, Agency must pay the Service Fee for both (a) all placements of Agency Staff prior to inactive status; and (b) all renewals of such placements. Inactive Status of Agency shall not limit Qualivis' other remedies available at law or in equity.

7.5. EFFECT OF SUSPENSION/TERMINATION. Agency shall be blocked from access to the Qualivis Approved Website and shall not be considered a participating vendor in Qualivis when Suspended or Terminated; however, Agency must pay the Service Fee for both (a) all placements of Agency Staff prior to the suspension; and (b) all renewals of such placements. Suspended or Terminated of Agency shall not limit Qualivis' other remedies available at law or in equity. As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (i) as otherwise provided herein; (ii) for rights and obligations accruing prior to such effective date of termination; or (iii) arising as a result of any breach of this Agreement. Without limiting the generality of the foregoing, Agency shall pay the Service Fee as to all placements of Agency Staff prior to the termination and all renewals of such placements.

VIII. CONFIDENTIALITY

8.1. QUALIVIS AND CLIENT INFORMATION. Agency, Qualivis and Client recognize and acknowledge that, by virtue of entering into this Agreement and, all parties may have access to certain information received from Qualivis or Clients and other Agencies that is confidential and constitutes valuable, special and unique property ("Proprietary Information"). All parties agree that no party will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without express prior written consent, except pursuant to Agency's and Staff's duties hereunder, any Proprietary Information, including, but not limited to, information which concerns patients, costs, or treatment methods, and which is not otherwise available to the public. Qualivis agrees to use appropriate security measures to protect Agency, Agency employee, Client and/or Agency Staff personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws. Qualivis also agrees to not use any confidential information of agency, including information relating to its agency staff, for purposes other than directly related to the performance of this agreement, or disclose to any third party, all or portion of such confidential information unless such disclosure is required by law or legal process or agency.

8.2. TERMS OF THIS AGREEMENT. Except for disclosure to its legal counsel, accountant or financial advisors, no party shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other party. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Article VII.

8.3. PATIENT INFORMATION. Neither Agency nor any Agency Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by utilizing Client in writing, any patient or medical record information regarding Client's patients, and Agency shall comply and shall require an Agency Staff to comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Qualivis, Clients, and a Client's Medical Staff, regarding the confidentiality of such information. Agency acknowledges that in receiving or otherwise dealing with any records or information from a Client about its patients receiving treatment for alcohol or drug abuse, Agency and Agency Staff are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time). Agency shall ensure that each selected Agency Staff sign the Employee Confidentiality Statement. Notwithstanding anything contained in this Agreement to the contrary, for risk management and incident reporting, Agency can share patient information with third party insurance carriers for purposes of performing duties under this Agreement so long as such disclosures are in accordance with the Health Insurance Portability and Accountability Act of 1996.

8.4. HIPAA COMPLIANCE. Agency agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sec. 1320d, et seq. ("HIPAA"), and the federal privacy regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). If Agency receives any protected health information or individually identifiable health information, Agency shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.501 or individually identifiable health information as defined in 42 U.S.C. Sec. 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Agency will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Agency will promptly report to Qualivis and the affected Client any use or disclosures to Agency, of which Agency becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Agency contracts with any agents to whom Agency provides Protected Health Information, Agency shall include provisions in such agreements pursuant to which Agency and such agents agree to the same restrictions and conditions that apply to agency with respect to Protected Health Information. Agency will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Agency, Qualivis or Clients by virtue of this Section 8.4.

8.5. INFORMATION OF OTHER AGENCIES. Agency acknowledges that this Agreement does not provide Agency the right to access any confidential information of other Agencies, including without limitation, Agency Staff rates charged by other Agencies. If Agency inadvertently accesses such confidential information, Agency agrees to (a) destroy such confidential information, and (b) not use or disclose any such confidential information.

8.6. PERSONALLY IDENTIFIABLE INFORMATION. Personally Identifiable Information ("PII") is any name, number, or other information that may be used to identify a specific individual, including but not limited to name, address, driver's license or other identification number (such as passport or taxpayer numbers), bank account or credit card numbers, health insurance number, email address, or telephone number. Each party shall provide commercially reasonable safeguards against the risk of loss, unauthorized access, misuse, theft, modification, or disclosure of PII, to the extent that such PII is not otherwise protected under this Article VIII. Further, all agreements between either party and any third parties in accordance with this Agreement shall likewise provide commercially reasonable safeguards against the risk of loss, unauthorized access, misuse, theft, modification, or disclosure of PII.

8.7. Agency shall make itself and any Subcontractors, employees or agents assisting the Agency in the performance of its obligations under this Agreement, available to Clients to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against any Client, its directors, officers, or employees based upon a claimed violation of HIPAA, the Privacy Rule, the Security Rule or other laws relating to security and privacy, except where the Agency or its subcontractor, employee, or agent is named as an adverse party.

8.8. All PHI (Protected Health Information) and proprietary information the Agency or any of its Subcontractors receives from a Client shall be and remain the exclusive property of the Client. The Agency agrees that it acquires no title or rights to the PHI or proprietary information, including any de-identified information, as a result of this Agreement.

8.9. Without limiting any right or remedy of Qualivis and/or Clients provided elsewhere in this Agreement, or available under applicable law (including but not limited to HIPAA) or in equity, Qualivis and/or a Client may terminate the Agreement without penalty or recourse, if the Agency has violated any material term of Sections 8.1-8.8. The Agency hereby acknowledges and agrees that in the event Qualivis and/or a Client receives a complaint that includes, or Qualivis and/or Client otherwise has or obtains, evidence that the Agency has violated a material term of this Agreement, Qualivis and/or a Client shall have the right to investigate such violation, and the Agency shall cooperate fully with Qualivis and/or Client with respect to such investigation. The Agency further acknowledges that where Qualivis and/or Client determines that the Agency has violated a material term of this Agreement, Qualivis and/or Client have the right to investigate such violation, and the Agency shall cooperate fully with Qualivis and/or Client with respect to such investigation. The Agency further acknowledges that where Qualivis and/or Client determines that the Agency has violated any material term of Article VIII of this Agreement, and that it is not feasible to terminate this Agreement, Qualivis and/or Client will report such violation to HHS and to any other governmental agency as may be required by applicable law.

8.10. In order to assure that this Agreement at all times remains consistent with applicable law regarding use and disclosure of PHI (including but not limited to HIPAA), the Agency agrees that this Agreement may be amended from time to time upon written agreement of the parties as to the revisions required to make this Agreement consistent with such law.

8.11. From time to time upon written request from Qualivis or Client, the Agency shall provide access to such of its books and records, practices, policies and procedures concerning the use of PHI as Qualivis or Client determines, in its discretion, is necessary to determine the Agency's compliance with this Agreement. Prior to any employee of the Agency gaining access to, using or disclosing any PHI pursuant to this Agreement, the Agency shall advise such person regarding the Agency's obligations under this Agreement and of the possible consequences to such person of violating this Agreement. The Agency shall take appropriate disciplinary action against any of its employees that use or disclose PHI in violation of this Agreement or applicable law (including but not limited to HIPAA).

8.12. SURVIVAL. The provisions of this Article VIII shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

IX. MISCELLANEOUS

9.1. AGENCY'S STATUS. In the performance of the duties undertaken by Agency hereunder, it is mutually understood and agreed that Agency, an Agency Staff and other employees or agents of Agency providing services hereunder are independent contractors with respect to Qualivis and each Client, and nothing in this Agreement is intended, nor shall it be construed to create between Qualivis, an Agency Staff and Agency and/or their employees or agents, an employer/employee relationship, a joint venture relationship, a principal/agent relationship, or any relationship other than that of independent entities contracting with each other at arm's length solely for the purpose of carrying out the terms and conditions of this Agreement. The parties agree that Qualivis shall not have

and shall not exercise any control or direction over the manner or method by which all Agency Staff provides the services. However, Agency shall require all Agency Staff to perform at all times in accordance with currently approved methods and standards of practice for services in the medical community.

9.2. INSURANCE. Agency shall purchase and maintain during the duration of this Agreement, and after the expiration of this Agreement as provided below, the following insurance coverage:

- a) Except when Agency Staff is placed in Direct Hire employment of Client(s): Worker's Compensation and employer's liability insurance coverage for Agency's legal and statutory obligations for damages due to injuries either by accident or disease, occurring to Agency's employees, subcontractors, agents or servants as a result of employment. Minimum limit of liability for the above coverage shall be **One Million Dollars (\$1,000,000)**;
- b) General liability insurance covering Agency, its agents, employees and servants for bodily injury, personal injury, or property damage claims arising out of the premises, or activities of Agency. Minimum limits of liability for the above coverage shall be **One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate** for bodily injury and property damage;
- c) Professional liability insurance covering Agency, its agents, employees, and servants for injury claims arising out of the rendering or failure to render care by an Agency Staff, Agency, or its agents, subcontractors, employees, and servants. Minimum limits of liability shall be **One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate**;
- d) Errors & Omissions liability insurance (for non-medical staff only) covering Agency, its agents, employees, and servants for claims arising out of the rendering or failure to render services (non-medical) by Agency, or its agents, employees, and servants. Minimum limits of liability shall be **One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate**;
- e) Umbrella coverage will not be accepted as a replacement for the minimum liability limits required in this Agreement. Nothing herein shall prohibit an Agency from purchasing umbrella coverage in excess of the minimum liability limits required by this Agreement;
- f) Except when Agency Staff is placed in Direct Hire employment of Client(s): Unemployment insurance as required by law for all employees; and
- g) Any additional insurance requirements imposed by Client, which Agency must meet, to be eligible to provide staffing services to such Clients. Client or Qualivis shall notify Agency of any additional insurance requirements prior the Agency placing an assignment.

9.2.1. Agency shall notify Qualivis at least thirty (30) days prior to the cancellation or modification of any above-required insurance policy.

9.2.2. Agency shall provide Qualivis with certificates of insurance as evidence that all coverage required under this Agreement has been obtained and is in full force and in effect.

9.2.3. In the event any insurance coverage set forth in this Section 9.2 is through a "Claims made" policy and is either canceled, replaced or non-renewed, Agency shall obtain and maintain extended coverage insurance covering occurrences during the Initial Term, and any Renewal Term, of this Agreement.

Agency's obligations hereunder shall survive expiration or earlier termination of this Agreement.

9.3 REQUIRED DISCLOSURES. Agency shall notify Qualivis and utilizing Client in writing within three (3) business days after any of the following events occurs, or agency has knowledge of such events, whichever is later:

- a) Currently working Agency Staff's license is denied, suspended, revoked, terminated, restricted, lapsed, or voluntary relinquished in any state;
- b) Currently working Agency Staff is required to pay damages in any malpractice action by way of judgment or settlement to the extent relating to the services provided under this Agreement;
- c) Currently working Agency Staff becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
- d) An event occurs that materially adversely affects Agency's or any Agency Staff's ability to perform obligations hereunder;
- e) Agency's discovery of a conflict of interest as described in Exhibit G; or
- f) Currently working Agency Staff's conviction of a criminal offense related to healthcare or Agency's or any Agency Staff's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

The disclosure requirements for Agency Staff applies only to those Agency Staff who are, or who have been, assigned to a Client under this Agreement. For any publicly traded Agencies, which disclose to Qualivis any material non-public information as defined in the federal securities laws, Qualivis agrees to use the information solely for purposes of this Agreement and to use reasonable efforts to maintain the confidentiality of such information pursuant to the terms under Section VIII herein. This confidentiality provision shall not apply to information which becomes public or to information required to be disclosed by law. For purposes of this Section, "knowledge" means the actual knowledge, after due inquiry (as defined herein), of any of the agency's managers, supervisors or officers with direct or indirect responsibility for the placement of currently working agency staff. For purposes of the foregoing, "due inquiry" means a process reasonably calculated to elicit such material information relating to the inquiry as the applicable party is expressly requested hereunder to disclose (to the extent of their respective knowledge).

9.4 INDEMNIFICATION. Agency agrees to indemnify and hold harmless Qualivis, SCHA, all participating state hospital associations, all participating state hospital service organizations, Clients, their successors, assigns, members, directors, officers, employees, and agents, including without limitation, Qualivis' agents operating the Qualivis Approved Website (collectively, the "Qualivis Indemnitees") from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages, or expenses, including reasonable attorney's fees and court costs, sustained or incurred by a Qualivis Indemnitee resulting from or arising out of or by virtue of the failed performance of the services rendered by Agency or its employees, directors, or officers which result in any injury, sickness, disease, or death which is caused by the negligence or willful act of Agency, its employees, directors, officers or Subcontractors providing services hereunder. For its Agency Staff (including Agency Staff provided by a Subcontractor), Agency will indemnify Qualivis Indemnitees for claims of bodily injury and property damage caused by Agency Staff negligent acts, errors or omissions while acting within the scope of their assignment. This agreement to indemnify and hold harmless the Qualivis Indemnitees shall apply to both third-party claims and second-party claims, including, but not limited to, claims, actions, damages, losses, expenses, or costs (including, but not limited to, reasonable attorneys' fees and court costs) incurred by a Qualivis Indemnitee as a result of an act, or omission to act, on the part of the Agency, its agents, or employees pursuant to this Agreement. The Agency's duty to indemnify Qualivis Indemnitees under this Section 9.4 shall include any claims, actions, liability or expense (1) based on the assertion that Qualivis

Indemnitees have a nondelegable duty, or (2) arising from or related to injuries to an Agency Staff during travel, whether incurred during an Agency Staff relocation, course of assignment, or to and from place of assignment.

Qualivis agrees to indemnify and hold harmless Agency from and against any and all liabilities, demands, claims, actions, or causes of action, assessments, judgments, losses, costs, damages, or expenses, including reasonable attorney's fees and court costs, sustained or incurred by Agency resulting from or arising out of or by virtue of the failed performance of the services rendered by Qualivis or its employees, directors, or officers which result in any injury, sickness, disease, or death which is caused by the negligence or willful act of Qualivis, its employees, directors, or officers providing services hereunder. For its employees, directors, or officers, Qualivis will indemnify Agency for claims of bodily injury and property damage caused by the employees, directors, or officers of Qualivis' negligent acts, errors or omissions while acting within the scope of their duties. This agreement to indemnify and hold harmless the Agency shall apply to both third-party claims and second-party claims, including, but not limited to, claims, actions, damages, losses, expenses, or costs (including, but not limited to, reasonable attorneys' fees and court costs) incurred by the Agency as a result of an act, or omission to act, on the part of Qualivis, its agents, or employees pursuant to this Agreement.

To the extent indemnification is provided for under this Agreement, the indemnitee agrees to timely notify the indemnitor in the event of a claim or upon acquiring knowledge of any event likely to result in a claim, to cooperate with the defense of the claim, and to comply with the terms of any applicable policies of insurance.

Qualivis and Agency each agree that an indemnitor shall only be liable to an indemnitee under this Section 9.4 for their proportionate liability or relative share of negligence allocated to each of the indemnitor and indemnitee based on the negligent acts or omissions of its employees, agents or representatives. If such allocation is not determined by a court of competent jurisdiction and the indemnitor and indemnitee in good faith are otherwise unable to agree to such allocations, then the indemnitor or indemnitee may bring an action, including a summary or expedited proceeding, to compel resolution of such matter pursuant to Section 9.7.

9.5 CONFLICT OF INTEREST. Agency warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any conflict of interest associated with the submission of its application as provided in Exhibit G, which Agency shall sign and submit as part of its application.

9.6 CHOICE OF LAW. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina for all purposes, including as to meaning, enforcement, and performance.

9.7 DISPUTE RESOLUTION. Any disputes arising out of or related to this Agreement, including the breach, termination or validity of this Agreement, may be brought in any court of competent jurisdiction located in Richland County, South Carolina, and Agency agrees to the exclusive venue and exclusive jurisdiction of said court. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE TRIED NON-JURY, AND BOTH PARTIES WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL FOR ALL DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT.

9.8 NOTICE. Any notice required by this Agreement shall be delivered via first class U.S. Mail or electronically to:

A. In the event of notice to Qualivis, to the following address:

Qualivis
1000 Center Point Road
Columbia, South Carolina 29210

email: info@qualivis.com

- B. In the event of notice to Agency, to address provided to Qualivis by Agency pursuant to Section 4.1.7.

9.9 SEVERABILITY. If a court declares void or renders unenforceable any provision of this Agreement for any reason, the remainder of this Agreement shall remain in full force and effect.

9.10 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding and agreement between the parties hereto and may not be modified without the written agreement of all parties and fully executed copy shall be deemed an original for all purposes. This Agreement supersedes and replaces any prior or contemporaneous agreements between the parties (Agency, Qualivis, and unless they except otherwise, Client(s)), all of which are hereby terminated, void, and of no other further force or effect, including any provisions therein which purport to survive the termination of said agreement. All prior and contemporaneous agreements, statements, promises, representations, and warranties regarding the subject matter hereof are merged herein. Agency represents, affirms, and acknowledges that it was not induced to sign this Agreement by anything which is not stated in writing herein.

9.11 REGULATORY COMPLIANCE. In the event that the Agreement or any part of the Agreement is deemed to be contrary to local, state or federal law by counsel for either party or, in the opinion of either party's counsel, presents substantial legal risk to either party, the parties agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make the Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If the Agreement cannot be modified or amended in a way that is mutually agreeable to the parties and complies with applicable law after the parties have used their best efforts, then either party may terminate the Agreement. The parties expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws and regulations. It is not the purpose, nor is it a requirement of this Agreement or of any other agreement between the parties to offer or receive any remuneration or inducement to encourage the referral of any patient.

9.12 ASSIGNMENT AND DELEGATION. Without the written and signed consent of the other party, a party to this contract shall not assign any rights or delegate any duties arising under this Agreement; any purported assignment or delegation of these rights and duties is void; and in addition to all other available remedies a party may terminate the Agreement if the other party attempts to make an assignment or delegation in violation of this provision. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, Agency may assign, transfer, or pledge (without the consent of Qualivis or Client) amounts receivable under this Agreement to an affiliate of Agency or other third party.

9.13 NO ORAL MODIFICATION. The parties may not modify or rescind this Agreement except in a writing that is signed by both parties.

9.14 NO WAIVER. The failure to insist upon strict performance in one instance of default does not constitute a waiver of the right of that party to insist upon strict performance if another instance of default occurs.

9.15 HEADINGS AND WORD FORMS. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit or define or extend the specific terms of this section so designated. The use of any gender, tense or conjugation includes both genders and all tenses and conjugations.

9.16 FORCE MAJEURE. Neither party shall be liable for any delay or inability to perform under this Agreement due to any reasons beyond its control, including, without limitation, labor disputes, fire, unusually severe weather, embargoes, floods, acts of God, acts of any public authority or sovereign government, delays or defaults caused by public carriers, shortages, or any statute(s), regulation(s) or rule(s) of the Federal, any state and/or any local government(s), or any agency(ies) thereof, now or hereafter in force. In the event of such delay, the time for performance shall be extended for a period of time equal to the length of delay encountered by the affected party.

9.17 LIMITED CONSENT TO FAX, CALL, MAIL, EMAIL. Agency shall use its good faith best efforts to limit phone calls, emails, mailings, and faxes to Clients. The Agency acknowledges that the Qualivis Approved Website is the preferred method for communications between Agency and Clients. Nevertheless, only on a limited as needed basis, Agency may telephone and email Clients and their respective employees and may send any and all future facsimile communications to all Client fax numbers. Agency shall not fax, mail, or email any aggregate or individualized Incidental Expense reports as provided in Section 3.14 to Qualivis or Clients unless otherwise requested in writing by Qualivis or Clients.

9.18 CLIENTS ARE THIRD PARTY BENEFICIARIES. The parties agree that Clients where Agency has placed Staff are direct and intended third party beneficiaries of this Agreement and shall be entitled to enforce directly this Agreement in the manner set forth in Section 9.7.

9.19 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which shall constitute a single instrument. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

[ARTICLE X. Signature Page Follows]

XI. GUARANTEE

GUARANTEE AND DELIVERY. To induce Qualivis to enter into this Agreement, the undersigned, as the appropriate representative from a new agency, as described in Section 2.5, absolutely and unconditionally guarantees the performance and payment by Agency under this Agreement.

GUARANTOR

Date: _____

(Type or Print Guarantor Name)

By: _____

(Type or Print Signor's Name)

Title: _____

CONFIDENTIAL

SCHEDULE A1: TEMPORARY AGENCY STAFF, CLINICAL AND NON-CLINICAL

1.1 SCOPE OF SERVICES REQUIRED. This Schedule shall cover the provision by the Agency of temporary nursing and/or allied health personnel meeting the standards, qualifications, and conditions contained in this Agreement ("Agency Staff"), on an as needed basis, to the Clients for those positions required and needed by the Clients. Agency shall provide temporary staffing services in accordance with the terms and conditions of this Agreement.

1.2 ORIENTATION. Agency shall make a selected Agency Staff candidate available for orientation. If Client elects, Agency must supply the Agency Staff with a Client-specific information packet (hard copy or computer based), provided by Client, to be reviewed prior to the beginning of the Agency Staff's first shift at the Client and assuring that the Agency Staff present with a completed form attesting that the Agency Staff has received, read and understood the packet at the beginning of the Agency Staff's first shift at each Client. Orientation should be provided to ensure compliance in accordance with Joint Commission standards, or other governing bodies, hospital and department specific policies, procedures and general safety information. Regardless of the method of orientation, and at the Client's discretion, Agency shall provide Client with an invoice credit of up to sixteen (16) hours, or as otherwise may be negotiated between Agency and Client, for contract/travel Staff at non-overtime rates for orientation time on Agency's next invoice to Client. Orientation hours may include time spent by Agency Staff in completion of Client-mandated pre-start testing or other compliance requirements. Agency acknowledges that Agency Staff will be appropriately oriented for each Client unit or department. Notwithstanding the foregoing, Agency shall be responsible for compensating for all hours worked by an Agency Staff candidate who prepares for and attends any such orientation in accordance with applicable federal and state wage and hour law. Non-clinical placements, such as environmental services, warehouse staff, administrative services and other similar specialties that are not in direct patient care, may not be subject to orientation hours. In any event, Agency shall be responsible to assure each Agency Staff placed with a Client complies with such Client's orientation requirements.

1.3. AGENCY STAFF REPORTING. The Agency is responsible to ensure that an Agency Staff reports for, and completes each assignment. An assignment is deemed to begin on the day of the Agency Staff's first work day at a Client, and completion of assignment is on the last day Agency Staff is scheduled to work by Client.

1.3.2 *No-Shows.* If an Agency Staff does not report for a scheduled assignment and Agency has failed to give advance notice of at least fourteen (14) days to Client, Section 1.4 of this Schedule A1 shall apply.

1.3.3 *Failure to Complete an Assignment.* Should the Agency Staff fail to complete the assignment, Section 1.4 shall apply.

1.3.4 *Unacceptable Agency Staff.* If an Agency Staff proves to be unqualified, unwilling, commits such as patient safety or HIPAA violations, is insubordinate, or otherwise unable to provide Client with the level of clinical services requested, Client may terminate Agency Staff and will only be invoiced for hours worked by such Agency Staff. Client must notify Agency and Qualivis account manager prior to such termination and subject to Client's request, Section 1.4 shall apply. Notwithstanding the foregoing, Agency shall be responsible for compensating Agency Staff for all hours worked in accordance with applicable federal and state wage and hour law.

1.3.5 *Late-Shows with Advance Notice.* If an Agency Staff person arrives late for an assignment, Agency must not invoice Client for the time the Agency Staff person did not work.

1.3.6 *"Make-Up" Shifts.* Client may, but has no obligation to, allow an Agency Staff to "make-up" shifts where Agency Staff was unable to work, made themselves unavailable for scheduled hours or if cancelled under Section 1.5.1 of this Schedule A1 shall apply (*Reducing Hours*).

1.4 AGENCY STAFF REPORTING REMEDIES. Should Agency Staff's assignment with the Client end prematurely due to one of the clauses outlined in Section 1.3.2 through 1.3.4, the following below remedies shall apply (except as otherwise agreed to in writing between the Agency and Client):

- a) replacement Agency Staff presented within five (5) business days and on assignment within fourteen (14) days after a Client confirms offer for the same assignment and having qualifications and experience meeting the requested services; or
- b) pay to Client \$1,500 as liquidated damages for unplanned costs (excess wages, overtime) Client may incur due to short notice and failure of Agency Staff to cover scheduled shift(s).

1.4.1. If Client declines a suitable candidate of similar experience and qualifications, denies Agency the chance to find a suitable replacement, or simply does not need a replacement Agency Staff, no liquidated damages will be due to Client by Agency.

1.4.2. Liquidated damages of \$1,500 should be prorated if greater than 80% of the assignment has been completed, calculated based on the number of full-schedule weeks remaining in the contracted assignment.

1.4.3. Liquidated damages should not be assessed when Agency shows acceptable proof when Agency Staff leaves the assignment due to a major illness (of self) or major illness or bereavement of an immediate family member (mother, father, sister, brother, child), or for another major life emergency such as becoming a victim of a declared disaster.

1.5 CLIENT CANCELLATIONS. The following provisions related to cancellations shall apply (except as otherwise agreed to in writing between the Agency and Client).

1.5.1 *Reducing Hours.* Client retains the right to cancel up to twelve hours per two (2) week Client pay period without any penalties, Client will use reasonable effort to notify Agency and / or Agency Staff of cancelled hours prior to scheduled shift as soon as possible, Client and Agency may discuss, negotiate and accept different terms regarding reducing hours.

1.5.2 *Cancellation of Assignment, Reduced Need.* Client has the right to cancel all or part of an Agency Staff's assignment due to reduced need of Agency Staff by providing Agency at least fourteen (14) days' notice of cancellation. If a Client cancels an Agency Staff assignment start with less than fourteen (14) days prior notice, Qualivis and Client have the right, but no obligation, to find another assignment for the Agency Staff person commensurate with the Agency Staff's experience and qualifications. If less than fourteen (14) days prior notice is given and an alternative assignment is not found for the Agency Staff, unless waived by Agency, then Client shall pay Agency Staff for previously scheduled days that are within fourteen (14) days of the notice.

1.6 CHANGE OF EMPLOYER. In the event a Client wishes to permanently employ an assigned Agency Staff, Agency agrees to release an Agency, following the Agency Staff's completion of the current assignment ("Permanent Employment"). Subject to meeting the above condition, Qualivis, the Client, and the Agency Staff shall not be charged fees, penalties, or damages for such Permanent Employment. Accordingly, Agency agrees that it shall not enforce any restrictive covenant, non-solicitation, non-compete or other contractual provision that may exist between Agency and the Agency Staff that would otherwise restrict such Permanent Employment. In addition, the parties hereto recognize that at the completion of an assignment, Agency Staff has the right to engage in a new assignment through another, different agency and Agency agrees and understands that any such new assignment is common and permitted and will not constitute a breach of any restrictive covenant, non-solicitation, non-compete, or other contractual provision that may exist between Agency and Agency Staff or any other agreement that would otherwise purport to restrict any such new assignment of Agency Staff with a different agency at the conclusion of an assignment and shall not give rise to any type of tortious interference or other claim in law or equity against the future employing agency.

1.7 ADMINISTRATIVE FEE. Agency shall pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

CONFIDENTIAL

SCHEDULE A2: PER DIEM, CLINICAL AND NON-CLINICAL STAFFING

1.1 SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision by the Agency of per diem nursing, allied health, and health care administrative personnel, and other non-clinical personnel who meet the standards, qualifications, and conditions contained in this Agreement (“Agency Staff”), on an as needed basis, to the Clients for those positions required and needed by the Clients. Agency shall provide Agency Staff to Clients in accordance with the terms and conditions of this Agreement.

1.2 ORIENTATION. Agency shall make a selected Agency Staff candidate available for orientation. If Client elects, Agency must supply the Agency Staff with a Client-specific information packet (hard copy or computer based), provided by Client, to be reviewed prior to the beginning of the Agency Staff’s first shift at the Client and assuring that the Agency Staff present with a completed form attesting that the Agency Staff has received, read and understood the packet at the beginning of the Agency Staff’s first shift at each Client. Orientation should be provided to ensure compliance in accordance with Joint Commission standards, or other governing bodies, hospital and department specific policies, procedures and general safety information. Regardless of the method of orientation, and at the Client’s discretion, Agency shall provide Client with an invoice credit of up to eight (8) hours, or as otherwise may be negotiated between Agency and Client, for Per Diem Agency Staff at non-overtime rates for orientation time on Agency’s next invoice to Client. Orientation hours may include time spent by Agency Staff in completion of Client-mandated pre-start testing or other compliance requirements. Agency acknowledges that Agency Staff will be appropriately oriented for each Client unit or department. Notwithstanding the foregoing, Agency shall be responsible for compensating for all hours worked by an Agency Staff candidate who prepares for and attends any such orientation in accordance with applicable federal and state wage and hour law. Non-clinical placements, such as environmental services, warehouse staff, administrative services and other similar specialties that are not in direct patient care, may not be subject to orientation hours. In any event, Agency shall be responsible to assure each Agency Staff placed with a Client complies with such Client’s orientation requirements.

1.3 AGENCY STAFF REPORTING. Agency is responsible to ensure that an Agency Staff reports for each assignment. An assignment is deemed to begin on the day of the Agency Staff’s first shift at a Client.

1.4 *No-Shows.* If Agency Staff does not report for a scheduled assignment and Agency has failed to give advance notice of at least four (4) hours to Client, then Agency must provide Client with one of the following (except as otherwise agreed to in writing between the Agency and Client):

- a) replacement agency staff for the same assignment and having qualifications and experience meeting the requested services; or
- b) pay to Client, at Client request, the lesser of either four (4) times the hourly bill rate or \$250 as liquidated damages for the Agency Staff no-show.

1.5 CANCELLATION.

- a) Client has the right to cancel an Agency Staff’s assignment by providing Agency at least two (2) hours’ notice of cancellation. If less than two (2) hours prior notice is given then Client shall pay Agency for the canceled daily shift (except as otherwise agreed to in writing between the Agency and Client).

1.6 *Unqualified Agency Staff.* If Agency Staff does not provide Client with the level of services reasonably required by Client, should client dismiss Agency Staff, Client will only be invoiced for hours worked by such

Agency Staff. Notwithstanding the foregoing, Agency shall be responsible for compensating an Agency Staff for all hours worked in accordance with applicable federal and state wage and hour law.

1.7 CHANGE OF EMPLOYER. In the event a Client wishes to permanently employ assigned per diem Agency Staff, Agency agrees to release an Agency Staff following the Agency Staff's completion of 400 billable hours within Client's facility ("Permanent Employment"). Subject to meeting the above condition and to Section 3.17, Qualivis, the Client, and the Agency Staff shall not be charged fees, penalties, or damages for such Permanent Employment. Accordingly, Agency agrees that it shall not enforce any restrictive covenant, non-solicitation, non-compete or other contractual provision that may exist between Agency and the Agency Staff that would otherwise restrict such Permanent Employment. In addition, the parties hereto recognize that at the completion of an assignment, Agency Staff has the right to engage in a new assignment through another, different agency and Agency agrees and understands that any such new assignment is common and permitted and will not constitute a breach of any restrictive covenant, non-solicitation, non-compete, or other contractual provision that may exist between Agency and Agency Staff or any other agreement that would otherwise purport to restrict any such new assignment of Agency Staff with a different agency at the conclusion of an assignment and shall not give rise to any type of tortious interference or other claim in law or equity against the future employing agency.

1.8 ADMINISTRATIVE FEE. Agency shall pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

SCHEDULE B: CRITICAL AND RAPID RESPONSE AGENCY STAFF

1.1 SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision by the Agency of critical or rapid response staffing including nursing, allied health, and health care administrative personnel who meet the standards, qualifications, and conditions contained in this Agreement (“Agency Staff”), on an as needed basis, to the Clients for those positions required and needed by the Clients. Agency shall provide Agency Staff to Clients in accordance with the terms and conditions of this Agreement.

1.2 RAPID RESPONSE. Shall be defined as filling an emergency staff vacancy such as, but not limited to: natural or other major disasters, flu Season or other epidemic outbreaks, pre or post-strike staffing and hard-to-fill positions. Agency Staff submitted to such positions must be fully credentialed and able to be on assignment at Client facility within seven (7) days of confirmed assignment offer. Scheduling arranged for up to forty-eight (48) hours a week with a minimum assignment length of four (4) weeks.

1.3 CRITICAL STAFFING. Shall be defined as filling a critical staff vacancy such as, but not limited to: new facility opening, new unit opening, major project implantation, electronic medical record conversions, and hard-to-fill positions. Agency Staff submitted to such positions must be fully credentialed and able to be on assignment at Client facility within two (2) weeks of confirmed assignment offer. Scheduling arranged for up to forty-eight (48) hours a week with a minimum assignment length of four (4) weeks.

1.4 ORIENTATION. Agency shall make a selected Agency Staff candidate available for orientation. If Client elects, Agency must supply the Agency Staff with a Client-specific information packet (hard copy or computer based), provided by Client, to be reviewed prior to the beginning of the Agency Staff’s first shift at the Client and assuring that the Agency Staff present with a completed form attesting that the Agency Staff has received, read and understood the packet at the beginning of the Agency Staff’s first shift at each Client. Orientation should be provided to ensure compliance in accordance with Joint Commission standards, or other governing bodies, hospital and department specific policies, procedures and general safety information. Regardless of the method of orientation, and at the Client’s discretion, Agency shall provide Client with an invoice credit of up to eight (8) hours at non-overtime rates for orientation time on Agency’s next invoice to Client. Orientation hours may include time spent by Agency Staff in completion of Client-mandated pre-start testing or other compliance requirements. Agency acknowledges that Agency Staff will be appropriately oriented for each Client unit or department. Notwithstanding the foregoing, Agency shall be responsible for compensating for all hours worked by an Agency Staff candidate who prepares for and attends any such orientation in accordance with applicable federal and state wage and hour law.

1.5 AGENCY STAFF REPORTING. The Agency is responsible to ensure that an Agency Staff reports for, and completes each assignment. An assignment is deemed to begin on the day of the Agency Staff’s first work day at a Client, and completion of assignment is on the last day Agency Staff is scheduled to work by Client.

1.6 UNACCEPTABLE AGENCY STAFF. If Agency Staff proves to be unqualified, unwilling, commits such as patient safety or HIPAA violations, is insubordinate, or otherwise unable to provide Client with the level of clinical services requested, Client may terminate Agency Staff and will only be invoiced for hours worked by such Agency Staff. Client must notify Agency prior to such termination and subject to Client’s request, Agency may provide Client replacement Agency Staff.

1.7 MINIMUM GUARANTEED HOURS. Client shall use the services of each Agency Staff for, at a minimum, the guaranteed hours per week, not less than forty-eight (48) hours per week, agreed upon in the order and confirmed in the assignment Candidate Confirmation agreement. The calculation of the guaranteed hours includes regular and overtime hours but does not include any “on-call” time. The guaranteed minimum work week applies to all

work weeks, excluding weeks during which orientation may be provided, weeks with Holidays and weeks during which there may be unit closures during all or any portion of such week. If Client does not provide Agency Staff with a schedule or opportunity to work guaranteed hours for a work week, Client nonetheless shall be billed and pay for the number of hours comprising the guaranteed hours for the work week.

1.8 CANCELLATION OF ASSIGNMENT. Client has the right to cancel all or part of an Agency Staff's assignment (prior to, or during the assignment) due to reduced need of Agency Staff, by providing Agency at least seven (7) days' notice of cancellation. If less than seven (7) days prior notice is given, unless waived by Agency, then Client shall pay Agency the equivalent of work hours that would have been worked in seven (7) days.

1.9 CHANGE OF EMPLOYER. In the event a Client wishes to permanently employ an assigned Agency Staff, Agency agrees to release an Agency Staff following the Agency Staff's completion of the 384 scheduled work hours. Subject to meeting the above condition, Qualivis, the Client, and the Agency Staff shall not be charged fees, penalties, or damages for such Permanent Employment. Accordingly, Agency agrees that it shall not enforce any restrictive covenant, non-solicitation, non-compete or other contractual provision that may exist between Agency and the Agency Staff that would otherwise restrict such Permanent Employment. In addition, the parties hereto recognize that at the completion of an assignment, Agency Staff has the right to engage in a new assignment through another, different agency and Agency agrees and understands that any such new assignment is common and permitted and will not constitute a breach of any restrictive covenant, non-solicitation, non-compete, or other contractual provision that may exist between Agency and Agency Staff or any other agreement that would otherwise purport to restrict any such new assignment of Agency Staff with a different agency at the conclusion of an assignment and shall not give rise to any type of tortious interference or other claim in law or equity against

1.10 ADMINISTRATIVE FEE. Agency shall pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

SCHEDULE C: INTERNATIONAL AGENCY STAFF

1.1 SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision by the Agency for recruitment, sponsorship and Agency employment of international clinical nursing and allied healthcare personnel who meet the standards, qualifications, and conditions contained in this Agreement (“Agency Staff”), on an as needed basis, to the Clients for those positions required and needed by the Clients. Agency shall provide Agency Staff to Clients in accordance with the terms and conditions of this Agreement.

1.2 AGENCY STAFF REPORTING. The Agency is responsible to ensure that an Agency Staff reports for, and completes each assignment. An assignment is deemed to begin on the day of the Agency Staff’s first work day at a Client, and completion of assignment is on the last day Agency Staff is scheduled to work by Client.

1.3 ASSIGNMENT DURATION. Agency Staff will be placed with Client on assignment for an agreed number of weeks for Agency Staff’s commitment to Agency, excluding leave. Client may extend an assignment for such time period as may be mutually agreed to by Agency Staff, Agency and Client. Client agrees to allow each Agency Staff paid time off (“PTO”) paid by Agency, over the course of the assignment period. PTO is subject to the approval of Agency and Client. Agency Staff may also be eligible for additional leave in accordance with federal and state laws, such as, but not limited to, the Family and Medical Leave Act.

1.4 CHANGE OF EMPLOYER. Upon completion of Agency Staff assignment, Client may hire Agency Staff on a permanent full-time basis at no additional cost to Client.

1.5 MINIMUM WORK WEEK. Client will provide Agency Staff a minimum of 40 scheduled hours per week for Agency Staff confirmed for 8, 10 or any combination of 8, 10 and 12 hour shifts, and a minimum of 36 scheduled hours per week for Agency Staff confirmed for 12 hour shifts only. The minimum work week calculation (the required hours) does not include any “on-call” time. The required hours applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide Agency Staff the required hours, Client will be invoiced and shall pay the applicable rate for the difference between the hours worked and the required hours (except as otherwise agreed to in writing between the Agency and Client).

1.6 DELAY OR POSTPONEMENT OF ASSIGNMENT START. Each Staff’s assignment will begin on the date agreed to by Agency and Client. Agency will notify Client if start date will be delayed or postponed if all pre-requirements of USCIS, licensing board, Client and/or Agency are not met by Agency Staff prior to start date.

1.7 UNACCEPTABLE AGENCY STAFF. If Agency Staff proves to be unqualified, unwilling, commits such as patient safety or HIPAA violations, is insubordinate, or otherwise unable to provide Client with the level of clinical services requested, Client may terminate Agency Staff and will only be invoiced for hours worked by such Agency Staff. Client must notify Agency prior to such termination and subject to Client’s request, Agency may provide Client replacement Agency Staff.

1.8 ORIENTATION. Agency shall make a selected Agency Staff candidate available for orientation. If Client elects, Agency must supply the Agency Staff with a Client-specific information packet (hard copy or computer based), provided by Client, to be reviewed prior to the beginning of the Agency Staff’s first shift at the Client and assuring that the Agency Staff present with a completed form attesting that the Agency Staff has received, read and understood the packet at the beginning of the Agency Staff’s first shift at each Client. Orientation should be provided to ensure compliance in accordance with Joint Commission standards, or other governing bodies, hospital and department specific policies, procedures and general safety information. Agency acknowledges that Agency Staff will be appropriately oriented for each Client unit or department. Notwithstanding the foregoing, Agency shall be responsible for compensating for all hours worked by an Agency Staff candidate who prepares for and attends any such orientation in accordance with applicable federal and state wage and hour law.

1.9 QUALIFICATIONS OF CLINICAL AGENCY STAFF. For Agency Staff provided by Agency to Client(s) for international, Agency shall provide the following documentation, subject to additional requirements as may be required by Client, on the Qualivis Website and assurances of Agency Staff qualifications to Clients:

Table A For International Agency Staff placements, Agency will conduct background investigations as required by US visa regulations and the National Visa Center. Such background checks must be completed within 180 days of the commencement of Agency Staff assignment and received by Client no less than fourteen (14) business days prior to assignment start date. *OIG/EPLS/I-9*: Agency will comply with above requirements immediately upon receipt of Social Security #.

1.10 ADMINISTRATIVE FEE. Agency shall pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

SCHEDULE D: INTERIM OR TEMP-TO-PERM AGENCY STAFF

1.1 SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision by the Agency of Services to include Agency recruitment and placement with Client, of clinical and non-clinical Agency Staff, such as consultants, c-suite and other executives, vice presidents and other professionals, directors, managers and corporate professionals for Interim or Temp-To-Perm employment, those personnel who meet the standards, qualifications, and conditions contained in this Agreement (“Agency Staff”) to the Clients for those positions required and needed by the Clients. Agency shall provide Agency Staff to Clients in accordance with the terms and conditions of this Agreement.

1.2 EMPLOYMENT STATUS. Interim or Temp-to-Perm Agency staff are exempt employees, Agency will bill Client weekly for a 40-hour Work Week, unless otherwise agreed in the assignment Confirmation Agreement document.

1.3 WORK WEEK. The Work Week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be facility closures for all or any portion of such week.

1.4 AGENCY BILL RATE. Agency Bill Rate notification (for Agency Staff compensation) must accompany the initial candidate presentation from Agency to Client and shall be all-inclusive with the sole exception of housing costs.

1.5 HOUSING / ACCOMMODATION COSTS. Unless included in the Agency Bill Rate, subject to Client approval, Client will reimburse Agency for Agency Staff housing, costs in addition to the Agency Bill Rate.

1.6 CANCELLATION OF ASSIGNMENT. A Contracted Assignment may be cancelled by either party with a 30-day written notice. Notice of cancellation must be in writing and sent by e-mail, certified mail, express mail, or facsimile and the 30-day notice shall commence upon the date sent.

In the event a scheduled or ongoing contract or assignment is cancelled by Client with less than a 30-day notice, Client agrees to pay Agency a cancellation fee equal to the lesser of (a) the remaining days of the contract or (b) twenty (20) days at the stated contractual rate. Client will have no further obligation for housing costs following completion of contracted assignment.

Client may terminate Agency Staff for cause without incurring cancellation fees. Notwithstanding anything else in the Agreement, Client shall be responsible for payment of all services provided and for approved housing expenses incurred up to the termination or cancellation date.

1.7 TEMP-TO-PERM EMPLOYMENT. Client may hire Agency Staff into direct Client employment following completion of a contracted assignment. Unless negotiated otherwise between Agency and Client, and confirmed in writing between them, the Permanent Placement Service fee will be 10% of the total estimated wage compensation to be paid by Client to Agency Staff during the first twelve months of the offered Client employment.

1.8 RESIGNATION OR TERMINATION OF DIRECT CLIENT EMPLOYMENT. If such separation occurs in thirty days or less from Agency Staff employment start date with Client, Agency will refund 75% of Placement Service Fee to Client. Between thirty-one and ninety days, Agency will refund 50% of the Placement Service Fee.

1.9 ADMINISTRATIVE FEE. As compensation for its services hereunder, Agency will pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

SCHEDULE E: DIRECT HIRE PLACEMENT SERVICES

1.1 SCOPE OF SERVICES REQUIRED. This Agreement shall cover the provision of Agency to source and screen candidates to determine suitability of candidates prior to referring to Client for consideration of direct Client employment, including verification of employment, professional credentials, references, education and qualifications. Agency will provide these services, on an as needed basis, to Clients for those positions required and needed by Client. Agency shall provide Agency Staff to Client in accordance with the terms and conditions of this Agreement. In the event of a conflict between the Agreement and Schedule E: Direct Hire Placement Services, Schedule E: Direct Hire Placement Services shall control.

1.2 CONTINGENCY SEARCH. Direct Hire placement services are provided by Agency on a contingency basis and Agency fees must be agreed to in writing between Agency and Client. Placement fees are payable when Client employer engages the services of a Candidate, referred to them by Agency, even if hired for a position that is different to the one for which the Candidate was originally referred. A placement service fee is payable to Agency when Client or Client affiliate engages such a Candidate for any position within six (6) months after the date of referral.

1.3 EMPLOYMENT STATUS OF STAFF. Agency Staff supplied by the Agency to fill openings in direct employment by Client shall be considered, for all purposes except as required by law, to be employees of Client, and will not constitute employees, agents, and/or contractors of Agency or of Qualivis. Client has, retains, and will continue to bear sole, exclusive, and total responsibility for satisfying its responsibility as the sole employer of Agency Staff. This responsibility shall include, but not be limited to, the obligation to ensure its full compliance with and satisfaction of (i) all state and federal payroll, income and unemployment tax requirements, (ii) all state and federal wage and hour requirements, (iii) state and federal immigration laws to ensure that each Agency Staff is authorized and eligible to work in the United States for Client, (iv) state and federal anti-discrimination, equal employment opportunity, leave time and labor laws, as applicable, (v) obtaining all appropriate consents from Agency Staff for any required documents, and (vi) all worker's compensation insurance requirements arising from Client's employment of an Agency Staff.

1.4 PLACEMENT SERVICE FEE. The Agency Placement Service Fee, as agreed to in writing between Agency and Client, will be based on an agreed percentage of the total estimated wages to be earned by the Candidate during the first twelve months of employment. The Agency Placement Service Fee does not include provisions for the interviewing process, relocation or temporary housing expenses. Agency Placement Service Fee is due on or before date of Agency Staff start.

1.5 RESIGNATION OR TERMINATION OF EMPLOYMENT. If within ninety days (90) of employment start date, the Agency referred Candidate employed by Client resigns or is terminated from Client employment, Agency will make every effort to replace Candidate at no additional charge. If such separation occurs in thirty days or less from Candidate employment start date, and agency is unable to find a suitable replacement that is acceptable to Client, Agency will refund 75% of Placement Service Fee to Client. Between thirty-one and ninety days, unless Agency is able to find a suitable replacement that is acceptable to Client, Agency will refund a prorated portion of the Placement Service Fee based on the number of days remaining after termination within the ninety-day period (1/90th of the fee per calendar day).

1.6 ADMINISTRATIVE FEE. Agency shall pay to Qualivis-five percent (5%) of annualized compensation offered by Client to Agency Staff.

1.7 AGENCY RESPONSIBILITIES. Unless otherwise agreed or required by Client and by individual state laws, Agency, will ensure Errors & Omissions Insurance covering Agency Staff in the amount of \$1 million per occurrence, \$3 million aggregate.

SCHEDULE G: LOCUM TENENS

1.1 SCOPE OF SERVICES REQUIRED. This Schedule shall cover the provision by Agency's locum tenens referral division of independent contractor "Providers" (defined as Physicians and other Advanced Practice Healthcare Professionals) to provide clinical services to Client on a temporary basis. In the event of a conflict between the Agreement and Schedule G: Locums Tenens, Schedule G: Locums Tenens shall control. Agency facilitates the arrangement of Provider Staffing for Client; however, Agency will not be an employer of Providers and such Providers are classified as independent contractors. Neither Agency nor its employees are engaged in any fashion in the practice of medicine. Agency does not direct or make professional medical decisions. The parties agree that the terms and conditions outlined in this Schedule shall solely govern the Agency's provision of Providers pursuant to this Schedule and no other terms contained in the Agreement shall apply to such Providers or the locum tenens services described in this Schedule. Furthermore, the parties agree that Agency's locum tenens referral division shall be permitted to communicate directly with Client under the Qualivis program solely about the provision of Providers pursuant to this Schedule.

1.2. INDEPENDENT CONTRACTOR. If the relationship of the Provider with Agency is that of an independent contractor, then Agency shall not (a) pay for nor provide General Liability, Workers' Compensation, Accidental or Health Insurance, (b) withhold taxes, or (c) make social security payments on behalf of the Provider. Agency will be an independent contractor to Client and neither party is authorized to speak for or enter into contracts or agreements on behalf of the other party. If the relationship of the Provider and Agency is that of an independent contractor, then Agency shall not be held responsible for any acts or omissions of the Provider nor shall Agency have an obligation to indemnify Clients for the acts or omissions of the Provider.

1.3. AGENCY RESPONSIBILITIES

- a) Assist Provider and Client in coordinating the assignment.
- b) Unless otherwise agreed or required by Client and by individual state laws, ensure Professional Liability Insurance covering Provider and Agency in the amount of \$1 million per occurrence, \$3 million per provider, with a \$3 million Policy aggregate.
- c) Assist in obtaining required documentation necessary for applying for hospital privileges for Provider, if required.
- d) Agency will assist Client in orientation of Client policies and procedures as agreed to in writing.
- e) Ensure Provider holds and maintains appropriate and unencumbered professional licensure as may be required.

1.4. CLIENT RESPONSIBILITIES. Qualivis shall use its reasonable efforts to educate Client regarding Client's responsibilities under this Schedule. Qualivis makes no representation or warranty regarding Client's performance of its responsibilities. Client is responsible for the following under this Schedule:

- a) Represent the position and practice accurately, and provide suitable staff, work schedule, medical equipment and supplies.
- b) Promptly notify Agency if Provider has been previously presented.

- c) Client is responsible for assessing competency of Provider in accordance with Client's requirements.
- d) Process and approve chosen Provider's credentials, granting appropriate privileges, in accordance with Client's policies and applicable accrediting organizations for assignment based on Client's statement of work.
- e) Assume all costs associated with applying for hospital privileges.
- f) Provide:
 - i. Orientation to facility, policies and standards of conduct, including HIPAA and OSHA policies.
 - ii. All paperwork and processing necessary for assignment of benefits and 3rd party billing reimbursement.
- g) Assist Agency in quality assurance efforts by completing Provider evaluations forms when requested.
- h) Assist Agency risk management efforts by reporting any incidents, unanticipated outcomes, errors, accidents, or injuries occurring during Provider's assignment.
- i) Notify Agency prior to reassignment of any Provider.

1.5. PAYMENT TERMS

- a) Agency shall invoice Client for staffing services based on actual time worked by Provider per rate stated in the Confirmation Agreement(s), plus any agreed upon mileage reimbursement. Agency shall be responsible for compensating Provider directly.
- b) Client shall retain control of revenue flow (i.e. 3rd party billing) attributable or associated with the provision of Provider services. Agency will invoice Client for hours worked, regardless of the volume of patients or the revenue generated by Provider. Client shall be responsible for all management and control functions related to the provisions of services.
- c) All payments are due within fifteen (15) days of the printed invoice date. Sales and/or Applicable Taxes: Rates listed in the Confirmation Agreement(s) do not include state tax, local sales tax, or other applicable taxes. Services provided that are subject to such taxes will be by Agency to Client at the appropriate rate plus the applicable taxes. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reason, Agency shall not invoice Client for such exempt taxes if Client provides proof of exemption to Agency. In the event that Client utilizes a third-party billing system that does not provide an option to bill for tax, Agency shall bill separately for the tax due.
- d) Agency may terminate services without notice if Client fails to pay invoices submitted by Agency within the timeframe specified on the invoice, and Client does not correct such failure within thirty (30) days of Agency notifying Client in writing of past due invoices.

1.6. CANCELLATION OF ASSIGNMENT. If Client cancels a contracted assignment(s), whether scheduled or ongoing, with less than a 30-day written notice, then Agency will charge Client a cancellation fee. Notice of

cancellation must be in writing and sent by e-mail, certified mail, express mail, or facsimile and the 30-day notice shall commence upon the date sent. In the event a scheduled or ongoing contract or assignment is cancelled by Client with less than a 30-day notice, Agency's cancellation fee shall be the lesser of (a) the remaining days of the contract or (b) twenty (20) days at the stated contractual rate.

Client may terminate a Provider for cause without incurring cancellation fees. Cause shall be defined as a Provider failing to maintain proper licensure, privileges being revoked, or presenting behavior Client deems to be unsafe for patients or Client's employees. In the event that Provider is terminated by Client, Agency will use reasonable efforts to refer a comparable replacement for the terminated Provider. Notwithstanding anything else in the Agreement, Client shall be responsible for payment of all services provided and approved expenses incurred up to the termination or cancellation date.

The prior two paragraphs regarding cancellation of Providers constitute the default rule in the absence of a superseding written Agreement between Agency and a Client. The Agency has the right to discuss, negotiate and enter into different Provider cancellation terms.

Any cancellation terms different from the default rules described above may also be included in the Confirmation Agreement.

1.7. SPECIFIC TERMS. Hourly rates will be proposed by Agency with candidate submission and will be mutually agreed upon by Agency and Client (defined below) through a Confirmation Agreement once a contract of engagement is confirmed by the utilizing facility. The hourly rate does not include mileage reimbursement, per diems, etc.

1.8. ADMINISTRATIVE FEE. Agency shall pay to Qualivis four percent (4%) of the total amount of every invoice submitted by Agency under this Schedule as set forth in Article V.

TABLE A: CLINICAL QUALIFICATIONS OF AGENCY STAFF

QUALIFICATIONS OF CLINICAL AGENCY STAFF. For Agency Staff provided by Agency to Client(s) for travel, per-diem, critical and rapid response, international, interim or temp to perm placements for clinical positions, Agency shall provide the following documentation, subject to additional requirements as may be required by Client, on the Qualivis Website and assurances of Agency Staff qualifications to Clients:

- a) **Experience** - to include a minimum of one (1) year current experience relevant to the assigned position and documentation of all prior employment, with the accuracy of the three (3) years immediately prior work history verified by Agency;
- b) **Licensure** - a current license/certification with the State Board of Nursing or appropriate governing body. A copy of the license/certification, if any, must be available upon request from Agency. Agency will also verify that the license/certification is active, unencumbered, and that no action is pending against it;
- c) **Skills** - most recent annual skills checklist to include last time skill performed and updated annually;
- d) **Application/Resume** - complete application and current resume;
- e) **Certifications** - current CPR training provided by the American Red Cross, American Heart Association, United States Department of Defense, and other certifications as required by areas assigned (e.g., ACLS, PALS, TNCC, etc.);
- f) **References** - two (2) recent and relevant healthcare employment references and/or evaluations by manager, director or level above;
- g) **Immunizations/Screenings** - appropriate immunization or other post-offer testing documentation (excluding a pocket card as a valid form of documentation) as required by the appropriate licensing authority or as necessary to be job related and consistent with business necessity, including, without limitation, of Tdap, mumps, rubella, rubeola, and varicella immunity by titers or immunizations, documentation of Hepatitis B vaccination or signed declination, negative 2 step Mantoux PPD within the past twelve (12) months, negative Quantiferon or annual TB screenings for known positive PPD;
- h) **Drug Screening** - a negative drug screen, previously obtained in accordance with applicable law as a condition precedent for employment with Agency, to include at least by ten (10) panels, within the past twelve (12) months and retested annually including without limitation for the following: amphetamines/meth-amphetamine, benzodiazepine, barbiturates, cocaine, cannabinoids, marijuana, methadone, opiates/morphine, percodan, phencyclidine, and any change agent or drug masking agent. In any case, the utilizing Client's state law shall control where the law establishes requirements that are more specific or more restrictive than those set forth in this Table.
- i) **Physical** - Initial physical, updated annually attesting to the ability to meet the physical demands of the offered position.
- j) **Background Check** - criminal background check, updated annually, as required by and in accordance with federal law and with the state law of the utilizing Client, including, without limitation, a check, in the Agency Staff's state of residence and all states in which they have lived or worked in the past seven (7) years, with:
 - i) the state's law enforcement department and county level searches;
 - ii) U.S. Government's list of debarred contractors (GSA) to be completed every 30 days (<http://www.epls.gov/epls/servlet/EPLSSearchMain/1>)
 - iii) the Office of the Inspector General's List of Excluded Individuals to be completed every 30 days (<http://exclusions.oig.hhs.gov/>);

- iv) the relevant state(s) licensing board(s), where applicable;
- v) Violent Sex Offender and Predator Registry Search;
- vi) Applicable State Exclusion List;
- vii) License violations for all applicable states;
- viii) Nursys system <https://www.nursys.com>;

For states who have a criminal history repository, all applicable state and county criminal history repositories should have a criminal background check, as required by the state law of the utilizing Client and in accordance with the state law of all states wherein the check is conducted. The following requirements must be met:

- a) a criminal background check must be conducted in the Agency's Staff's state of residence and all states in which the Agency Staff has lived or worked in the past seven (7) years;
- b) each state checked, the following sources must be used:
- c) the federal court system, *i.e.*, the United States district courts, in the state checked;
- d) the Department of Corrections for each state checked, unless such a check is not available in the state;
- e) a check of each county in the state (lived and worked in); and
- f) for the following states, a check of the state's criminal history repository:

<https://www.nationalservice.gov/sites/default/files/resource/table-of-designated-state-repositories-and-alternates-04-04-16.pdf>

- k) **Identification** - Social security search, copy of U.S. federal or state government photo identification. Photo Identification must be carried on person during hours of service to client. Agency will maintain and verify a completed I-9 form. Qualivis will not review I-9 form for accuracy. Client may require Agency to provide an attestation form to indicate Agency Staff does have a completed and accurate I-9 form on file.
- l) **Identification** - E-verify or other state immigration law verification requirement(s) to ensure that each Agency Staff is authorized and eligible to work in the United States for Agency.
- m) **Annual Competencies** - To be completed annually: OSHA-required training and testing in occupational exposure to blood-borne pathogens and hazardous materials, to include CDC's hand washing guidelines, training and testing on universal precautions, cultural diversity, pain management, advanced directives, harassment, fire and safety, back safety/ergonomics, rights of patients, medication exam, department specific competence exam, age-specific care exam, HIPAA Training, TJC National Patient Safety Goals, and ethical aspects of care, to include business ethics.
- n) **Education** - verified formal education;
- o) **Performance Review** - annual performance review by Agency;
- p) **Multi-State Privilege** - for nurses assigned in South Carolina with a compact license a Multi-State Licensure Privilege Notification Form, which must be completed and RETURNED to the South Carolina State Board

of Nursing, at Synergy Business Park; Kingstree Building, 110 Centerview Dr., Suite 202, Columbia, SC 29210. The form can be found below.

<http://www.llr.state.sc.us/POL/Nursing/pdf/MultistateNotification.pdf>

- q) any other specific requirements or qualifications as required by law or communicated to agency by Qualivis or client at the time of the client's request for staffing.

Clients with requirements exceeding those stated above will provide Agency such additional requirements, and Agency shall comply at no additional charge to Client. Such requirements may include, but are not limited to: seasonal influenza vaccine, mask fit test, latex allergy and arrhythmia competency test.

Testing required under this Table A shall be conducted in accordance with applicable federal and state law, including, without limitation, the Americans with Disabilities Act, and the following: a) by a testing organization approved by Qualivis, or (b) if internally by Agency, where the testing methods have been appropriately validated in accordance with methods approved by Qualivis. For all information requested herein, it is the responsibility of Agency, as the employer of the Agency Staff, to obtain all appropriate consents and waivers from Agency Staff and to conduct all testing in a manner consistent with applicable law.

TABLE B: NON-CLINICAL QUALIFICATION OF AGENCY STAFF

- 1.1 QUALIFICATIONS OF NON- CLINICAL AGENCY STAFF. For Agency Staff provided by Agency to Client(s) for travel, per-diem, critical and rapid response, international, interim or temp to perm placements for clinical positions, Agency shall provide the following documentation, subject to additional requirements as may be required by Client, on the Qualivis Website and assurances of Agency Staff qualifications to Clients:
- a) **Experience** - to include experience relevant to the assigned position and documentation of prior employment, with the accuracy of the three (3) years immediately prior work history verified by Agency;
 - b) **Certification** - certification or credentials required for the position, copy of which, if any, must be available upon request from Agency. Agency will also verify that the certification or credential is active, unencumbered, and that no action is pending against it;
 - c) **Application/Resume** - complete application and current resume;
 - d) **References** - two (2) recent relevant employment references and/or evaluations;
 - e) **Immunizations** - appropriate immunization or other post-offer testing documentation as required by the appropriate licensing authority, hiring facility, or as necessary to be job related and consistent with business necessity, including, without limitation, of mumps, rubella, rubeola, and varicella immunity by titers or immunizations, documentation of Hepatitis B vaccination or signed declination, negative Mantoux PPD within the past twelve (12) months or annual TB screenings for known positive PPD;
 - f) **Physical** - annual health screening and educational training. The Agency shall conduct annual health screening of all of its Agency Staff, consistent with the Client requirements, and maintain such documentation on each Agency Client who may be assigned to the Client. The Agency shall further provide educational training required by law and/or required by Client to all of its Agency Staff and maintain such documentation on each Agency Staff who may be assigned to the Client. The Client shall have the right to access this information at any time during the term of this Agreement.
 - g) **Drug Screen** - a negative drug screen, previously obtained in accordance with applicable law as a condition precedent for employment with Agency, to include at least by ten (10) panels, within the past twelve (12) months and retested annually including without limitation for the following: amphetamines/meth-amphetamine, benzodiazepine, barbiturates, cocaine, cannabinoids, marijuana, methadone, opiates/morphine, percodan, phencyclidine, and any change agent or drug masking agent. In any case, the utilizing Client's state law shall control where the law establishes requirements that are more specific or more restrictive than those set forth in this Section 3.7(h).
 - h) **Identification** - Social security search, and completed I-9 form and copy of U.S. federal or state government photo identification. Photo Identification must be carried on person during hours of service to client.
 - i) **Identification** - E-verify or other state immigration law verification requirement(s) to ensure that each Agency Staff is authorized and eligible to work in the United States for Agency.
 - j) **Background Check** - criminal background check, updated annually, as required by and in accordance with federal law and with the state law of the utilizing Client, including, without limitation, a check, in the Agency Staff's state of residence and all states in which they have lived or worked in the past seven (7) years, with:

- ix) the state's law enforcement department and county level searches;
- x) U.S. Government's list of debarred contractors (GSA) to be completed every 30 days (<http://www.epls.gov/epls/servlet/EPLSSearchMain/1>);
- xi) the Office of the Inspector General's List of Excluded Individuals to be completed every 30 days (<http://exclusions.oig.hhs.gov/>);
- xii) the relevant state(s) licensing board(s), where applicable;
- xiii) Violent Sex Offender and Predator Registry Search;
- xiv) Applicable State Exclusion List;
- xv) License violations for all applicable states;

Applicable state and county criminal history repositories criminal background check, as required by the state law of the utilizing Client and in accordance with the state law of all states wherein the check is conducted. The following requirements must be met:

- i) a criminal background check must be conducted in the Agency's Staff's state of residence and all states in which the Agency Staff has lived or worked in the past seven (7) years;
- ii) in each state checked, the following sources must be used:
- iii) the federal court system, *i.e.*, the United States district courts, in the state checked;
- iv) Department of Corrections for each state checked, unless such a check is not available in the state;
- v) a check of each county in the state (lived and worked in); and
- vi) for the following states, a check of the state's criminal history repository:

<https://www.nationalservice.gov/sites/default/files/resource/table-of-designated-state-repositories-and-alternates-04-04-16.pdf>

- k) **Annual Competencies** - OSHA-required training and testing in occupational exposure to blood-borne pathogens and hazardous materials, to include CDC's hand washing guidelines, training and testing on universal precautions, cultural diversity, harassment, fire and safety, back safety/ergonomics, HIPAA training, to include business ethics. Client may waive specific annual requirements depending upon non-clinical Agency Staff.
- l) **Education** - verified formal education, if applicable;
- m) **Performance Review**- annual performance review by Agency;
- n) any other specific requirements or qualifications as required by law or communicated to agency by Qualivis or client at the time of the client's request for staffing.

Clients with requirements exceeding those stated above will provide Agency such additional requirements, and Agency shall comply at no additional charge to Client.

Testing required under this Section 3.7 shall be conducted in accordance with applicable federal and state law, including, without limitation, the Americans with Disabilities Act, and the following: a) by a testing organization approved by SCHA Solutions, or (b) if internally by Agency, where the testing methods have been appropriately validated in accordance with methods approved by SCHA Solutions. For all information requested herein, it is the responsibility of Agency, as the employer of the Agency Staff, to obtain all appropriate consents and waivers from Agency Staff and to conduct all testing in a manner consistent with applicable law.

EXHIBIT A: Staffing Specialties Offered

This exhibit will be completed electronically through the application portal.

EXHIBIT A1: Service Lines Offered

This exhibit will be completed electronically through the application portal.

EXHIBIT C: QUALIFICATIONS OF AGENCY STAFF CHART

Credential	Clinical	Non-Clinical	Permanent	International
Application & Resume	x	x	x	x
1 yr. Current Work Experience Relevant to Position	x	x	x	x
3 yrs. Previous Work History Verified by Agency	x	x		x
Hospital Evaluations	x	x		x
Current ACLS/PALS/NALS/NRP/TNCC-per position	x			x
Current CPR training	x			x
Licensure (certification)	x	x	x	x
Licensure Verified (primary source)	x	x	x	x
Multi-State Licensure Privilege Notification	x			x
Candidate Submission Sheet	x	x	x	x
Candidate Confirmation Sheet	x	x	x	x
References (minimum 2)	x	x	x	x
Compliance With Immigration Laws (I-9)	x	x	x	x
Copy of government-issued photo ID	x	x	x	x
Initial and Annual Criminal Background Check (STATE & COUNTY)	x	x		x
Formal Education and Training Verified	x	x	x	x
GSA/OIG (Every 30 days)	x	x		x
Identification Verified (via E-Verify)	x	x		x
Drug Screen: 10-PANEL Initial Hire/Annual	x	x		x
Hepatitis B Vaccination (Heptavax)/declination)	x	x		x
Initial / Annual Physical	x	x		x
MMR Immunization	x	x		x
TB Screening/Questionnaire	x	x		x
Varicella (No History)	x	x		x
Annually:				
Advance Directives	x			x
Age Appropriate Competency Training	x			x
Annual performance review by agency	x	x		x
Annual Skills Checklist- include last date skill performed	x			x
Back Safety- Ergonomics	x	x		x
Cultural Diversity	x	x		x
Ethical Aspects of Care	x			x
Fire and Safety	x	x		x
Harassment	x	x		x
HIPAA Education Annually	x	x		x
The Joint Commission National Patient Safety Goals	x	x		x
Medication Test	x			x
Pain Management	x			x
Patient Rights	x	x		x
Universal Precautions	x	x		x
Competency Testing	x			x

EXHIBIT D: EXCEPTIONS / INCENTIVES TO AGREEMENT TERMS

- I have no exceptions/incentives to the agreement terms.
- I have exceptions/incentives to agreement terms. They are listed below.

List Agency exceptions/incentives to the terms set forth in this Agreement. Please be specific. This exhibit will be completed electronically through the application portal.

Exhibit E1/E2: Job Classes

This list is intended to be representative, not all-inclusive, and we are able to add specialties as needed. A list of common job classes can be found at the following link. <https://www.qualivis.com/about-us/what-we-do/staffing-areas/>

EXHIBIT F: Agency Information Form

This exhibit will be completed electronically through the application portal.

EXHIBIT G: CONFLICT OF INTEREST STATEMENT

Agency warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any conflict of interest, which is defined as a situation in which the nature of work under this Agreement and Agency's financial, contractual or other interest, either in Qualivis, a Client, or employee, officer, director or agent of Qualivis or a Client, are such that:

- a) Award of the contract may result in an unfair competitive advantage; or
- b) Agency's objectivity in performing the contract work may be impaired.

Agency agrees that if after award it discovers a conflict of interest with respect to this Agreement, it shall make an immediate and full disclosure in writing to Qualivis which shall include a description of the action which Agency has taken or intends to eliminate or neutralize the conflict. Qualivis may, however, terminate this Agreement for the convenience of Qualivis or any Client if it would be in the best interest of Qualivis or any Client. In the event Agency was aware of an organizational conflict of interest before the award of this Agreement and intentionally did not disclose the conflict to Qualivis, Qualivis may terminate the Agreement for default. Agency shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to Qualivis, and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Agreement. In the absence of any actual or apparent conflict, the Agency, by submission of an application, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to its possible performance of this Agreement.

I have no conflict of interest

I have a conflict (s) of interest. They are listed below.

Date: _____

(Agency Name)

By: _____

Title: _____

EXHIBIT H: Qualivis Clinical Compliance Review Form

Personnel File Review

Agency: _____ **Employee Name:** _____ **Hire Date:** _____
Contract Dates: _____ **Facility/Specialty:** _____ **Review Date:** _____

	Compliant	Non-compliant	N/A	Comments
Application & Resume				
1 yr. Current Work Experience Relevant to Position				
3 yrs. Previous Work History Verified by Agency				
Hospital Evaluations				
Current ACLS/PALS/NALS/NRP/TNCC-per position				
Current CPR training				
Licensure (certification)				
Licensure Verified (primary source)				
Multi-State Licensure Privilege Notification				
Candidate Submission Form				
Candidate Confirmation Form				
References (minimum 2)				
Compliance With Immigration Laws (I-9)				
Copy of government-issued photo ID				
Criminal Background Check (STATE & COUNTY)				
Formal Education and Training Verified				
GSA/OIG (Every 30 days)				
Identification Verified (via E-Verify)				
Drug Screen: 10-PANEL Initial Hire/Annual				
Hepatitis B Vaccination (Heptavax)/declination)				
Initial /Annual Physical				
MMR Immunization				
TB Screening/Questionnaire				
Varicella (No History)				
Annually:				
Advance Directives				
Age Appropriate Competency Training				
Annual performance review by agency				
Annual Skills Checklist- include last date skill performed				
Back Safety- Ergonomics				
Cultural Diversity				
Ethical Aspects of Care				
Fire and Safety				
Harassment				
HIPAA Acknowledgement Annually				
HIPAA Education Annually				
The Joint Commission National Patient Safety Goals				
Medication Test				
Pain Management				
Patient Rights				
Universal Precautions				
Competency Testing				

EXHIBIT I: Qualivis Non-Clinical Compliance Review Form

Personnel File Review

Agency: _____ **Employee Name:** _____ **Hire Date:** _____
Contract Dates: _____ **Facility/Specialty:** _____ **Review Date:** _____

	Compliant	Non-compliant	N/A	Comments
Application & Resume				
1 yr. Current Work Experience Relevant to Position				
3 yrs. Previous Work History Verified by Agency				
Hospital Evaluations				
Licensure (certification, as applicable)				
Licensure Verified (primary source, as applicable)				
Candidate Submission Form				
Candidate Confirmation Form				
References (minimum 2)				
Compliance with Immigration Laws (I-9)				
Copy of government-issued photo ID				
Criminal Background Check (STATE & COUNTY)				
Formal Education and Training Verified				
GSA/OIG (Every 30 days)				
Identification Verified (via E-Verify)				
Drug Screen: 10-PANEL Initial Hire/Annual				
Hepatitis B Vaccination (Heptavax)/declination)				
Initial /Annual Physical				
MMR Immunization				
TB Screening/Questionnaire				
Varicella (No History)				
Annually:				
Annual performance review by agency				
Back Safety- Ergonomics				
Cultural Diversity				
Fire and Safety				
Harassment				
HIPAA Acknowledgement Annually				
HIPAA Education Annually				
Patient Rights				
Universal Precautions				

EXHIBIT J: STATEMENT OF NO MATERIAL CHANGES

This exhibit will be completed electronically through the application portal and is only required for renewing agencies.

NOTICE ANNOUNCING MODIFICATIONS TO THE APPLICATION
FOR APPROVED VENDOR STATUS & STAFFING AGREEMENT

Notice Date: August 9, 2018

This notice is provided pursuant to Section 1.2 of the Application for Approved Vendor Status & Staffing Agreement, effective May 9, 2018 (the “Agreement”) between Qualivis, a division of SCHAsolutions, Inc. and the Agency receiving this notice that is a signatory to the Agreement (“Agency”). The changes identified below are hereby made to the Agreement and shall be effective 30 days from the date of this notice as provided in Section 1.2 of the Agreement.

MODIFICATIONS

Sections 5.1, 5.2 and 9.12 are hereby deleted in their entirety and replaced with the following:

5.1 BILLING TERMS & SERVICE LEVELS. Qualivis may offer Clients the ability to choose from the following Billing Service Levels:

1. Direct Agency Billing
2. Consolidated Billing

Billing and payment terms amongst Agency, Qualivis and each Client will vary based on the Billing Service Level agreed to between the Client and Qualivis, as set forth in section 5.2, below.

5.2 TERMS BY BILLING SERVICE LEVELS.

5.2.1. BILLING TERMS FOR DIRECT AGENCY BILLING CLIENT SERVICE LEVEL. This section shall apply to all Direct Agency Billing Clients. A Direct Agency Billing Client is any Client that is not a designated as a Consolidated Billing Client as set forth in Section 5.2.2, below.

5.2.1.1 MONTHLY REPORTS AND ADMINISTRATIVE FEES. By the fifteenth (15th) of each month, Agency shall submit monthly usage reports in the form available on www.qualivis.com containing a detailed summary of all services provided under this Agreement for all Clients for the previous month. Qualivis will submit an electronic invoice to the Agency for monthly administrative service fees, with payment due within thirty (30) days (the “Service Fee”) of the date of the invoice. Late fees of the lesser of one and 5/10 percent (1.5%) per month or the maximum interest allowed by law shall apply to past due invoices. Agency further agrees to comply with Qualivis’ reasonable requests to alter the process for invoicing and payment of the Service Fee. As compensation for its services hereunder, Agency will pay to Qualivis Service Fees outlined in each Schedule. Qualivis is not responsible for the accuracy of any data provided by an Agency for a usage report or otherwise and Qualivis shall not be liable for the inaccuracy of such data. If Agency is unable to provide accurate data, it is the responsibility of Agency to

notify Qualivis. Agency's failure to provide accurate data or failure to notify Qualivis, may result in termination of this Agreement.

5.2.1.1 BILLING. Agency will invoice Clients in accordance with Client's payroll schedule for services provided hereunder on or before the tenth (10th) day of the month following the month in which services were provided and Client will remit payment of same within forty-five (45) days of receipt of the invoice. Notwithstanding any other provisions of this Agreement, Client shall not be responsible for, and shall not pay, undisputed invoices received by Client more than one hundred twenty (120) days after any service (from the end date of the applicable pay period for Agency Staff, from start date for Direct Hire Staff) rendered by an Agency Staff. All invoices shall be serially numbered and contain information outlined on the Qualivis Approved Website. Furthermore, Agency will correct and re-submit rejected or disputed invoices within forty-five (45) days of Client notification. Client shall not be responsible for, and shall not pay re-submitted invoices if not received within forty-five (45) days of Client notification. A rejected or disputed invoice cannot be resubmitted more than two consecutive times. If a Client rejects an invoice and the Agency fails to correct the errors after two consecutive resubmissions, Client shall not be responsible for, and shall not pay re-submitted Agency invoices.

5.2.2 BILLING TERMS APPLICABLE TO CONSOLIDATED BILLING CLIENTS. This Section shall apply to all Consolidated Billing Clients. A Consolidated Billing Client is defined as any Client that Qualivis designates as a Consolidated Billing Client. Agency will be provided with notice of such designation through the Qualivis Approved Website or otherwise as notices are permitted under the Agreement. If a Direct Agency Billing Client becomes a Consolidated Billing Client, the terms in this section shall apply for all work performed after the effective date of the designation unless otherwise specified in the designation.

5.2.2.1 BILLING. Agency will require Agency Staff to accurately record and submit time entries using a method designated by Qualivis. Qualivis will invoice Clients in accordance with Client's payroll schedule for services provided by Agency hereunder at intervals agreed to between Qualivis and Clients that are no less frequent than monthly. Qualivis will require Client to agree to remit payment of same to Qualivis. Qualivis shall only be obligated to invoice Clients for and Clients shall only be obligated to pay for Client-approved charges. Agency shall NOT send any invoice directly to Consolidated Billing Clients. Agency must direct all communications regarding invoicing, billing or payment issues involving Consolidated Billing Clients to Qualivis and may not contact Consolidated Billing Clients directly regarding such issues.

Notwithstanding the foregoing, prior to invoicing Client, Qualivis will use reasonable efforts to provide Agency with a listing of all charges for the covered period that are intended to be included on the invoice to the Client and that are attributable to services performed by Agency Staff or otherwise payable to Agency (the "Draft Invoice"). Agency must notify Qualivis of any purported inaccuracies in the Draft Invoice as soon as possible and in no event later than 24 hours after being provided with the Draft Invoice. Qualivis will use reasonable efforts attempt to resolve any invoicing disputes with Client. In no event shall Qualivis shall not be obligated to invoice Client for and Client shall not be responsible for, and shall not pay, charges or disputes received by Qualivis more than ninety (90) days after any service (from the end date of the applicable pay period for Agency Staff, from start date for Direct Hire Staff) rendered by an Agency Staff.

5.2.1.1 PAYMENT TO AGENCY AND ADMINISTRATIVE FEES. Within 15 days of its receipt of payments from Client of amounts that are attributable to services performed by Agency Staff, Qualivis will pay Agency for such services. As compensation for its services hereunder, Agency will pay to Qualivis Service Fees outlined in each Schedule. Qualivis will automatically deduct and withhold the Service Fees due to Qualivis from any payments due to Agency.

In addition, for some Consolidated Billing Clients, Qualivis may also serve as an intermediary between Client and Agency for other purposes, including, but not limited to with respect to the qualification documentation and candidate profile submissions and other communications regarding Agency Staff assignments. In such circumstances, Agency agrees to comply with the manner and method of communicating on such matters that is designated by Qualivis through the Qualivis Approved Website or otherwise as notices are permitted under the Agreement.

9.12 ASSIGNMENT AND DELEGATION. Without the written and signed consent of Qualivis, Agency shall not assign any rights or delegate any duties arising under this Agreement; any purported assignment or delegation of these rights and duties is void; and in addition to all other available remedies Qualivis may terminate the Agreement if Agency attempts to make an assignment or delegation in violation of this provision. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, Agency may assign, transfer, or pledge (without the consent of Qualivis or Client) amounts receivable under this Agreement to an affiliate of Agency or other third party.



NOTICE ANNOUNCING MODIFICATIONS TO THE APPLICATION FOR APPROVED VENDOR STATUS & STAFFING AGREEMENT

Notice Date: March 26, 2020

This notice is provided pursuant to Section 1.2 of the Application for Approved Vendor Status & Staffing Agreement, effective May 9, 2018 (the "**Agreement**") between Qualivis, LLC (as assignee and successor-in-interest to Qualivis, a division of SCHA Solutions, Inc.) and the Agency receiving this notice that is a signatory to the Agreement ("**Agency**"). The changes identified below are hereby made to the Agreement and shall be effective thirty (30) days from the date of this notice (i.e., April 25, 2020) as provided in Section 1.2 of the Agreement ("**Notice Effective Date**").

MODIFICATION

Section 7.1 is hereby deleted in its entirety and replaced with the following:

7.1 TERM. The initial term of this Agreement shall commence on the Effective Date and terminate on May 9, 2020 (the "Initial Term"). Following the Initial Term, the Agreement will renew automatically for successive one (1) year periods, unless and until terminated as provided herein. Rates and terms shall apply to all new assignments, renewals, and/or extensions with a start date on or after the Effective Date.