

HEALTHCARE STAFFING AGREEMENT

This Healthcare Staffing Agreement together with Attachment 1 hereto and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between **Carroll County Schools** ("Client") and AMN Healthcare, Inc. ("Agency") on **07/19/2016** for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

- 1. DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached service line exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.
- 2. COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the regular rate. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
- 3. INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 15 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.
- 4. GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days notice of such increase.
- 5. MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
- 6. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Clinician or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach

of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state or other governmental statute or regulation.

7. NOTICES. All notices, demands, requests or other instruments that may be or are required to be given hereunder (“Notices”) shall be in writing and sent to the addresses set forth below (for Client under “Notices (Other than Invoices/Billing)”), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled “Invoicing” above.

AGENCY President, Travel Nursing
12400 High Bluff Drive, Suite 100
San Diego, California 92130

CLIENT NOTICES (OTHER THAN INVOICES/BILLING): INVOICES AND BILLING:

Client Designated Contact Name

Client Designated Client Name

Client Designated Address

Client Designated City, State, Zip

Client Designated Email Address

Client Designated Contact Name

Client Designated Client Name

Client Designated Address

Client Designated City, State, Zip

Client Designated Email Address

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. ENTIRE AGREEMENT; ATTORNEYS’ FEES; GOVERNING LAW. This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys’ fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in Kentucky for any action arising under this Agreement.

9. INSURANCE AND SAFETY LAWS. At Client’s request, Agency will provide certificates evidencing its worker’s compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician’s assignment under Client’s supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client’s workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

10. CONFIDENTIAL INFORMATION. Each Party shall keep confidential all Confidential Information of the other party (“owning party”), and shall not use or disclose such Confidential Information either during or at any time after the

term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena, in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinician and prospective Clinician names and information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Client agrees to use appropriate security measures to protect Agency and its subsidiaries' employee, client and/or Clinician personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

- 11. **CONSENT TO FAX.** In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.
- 12. **TERM.** The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.
- 13. **SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.
- 14. **NON WAIVER.** *Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.*

AGREED AND ACCEPTED

CARROLL COUNTY SCHOOLS

By: _____
Name: _____
Title: _____
Date: _____

AMN HEALTHCARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

**ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

- 1. TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 5 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.
- 2. OVERTIME.** Client agrees to pay one and one-half times the regular rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the regular rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
- 3. ORIENTATION.** Client agrees to pay Clinicians for all orientation hours worked.
- 4. ON CALL.** Client will pay uncontrolled on-call hours, defined as hours where the Clinician is not required to stay on the facility's premises, at the on-call rate set forth in the applicable Service Line Exhibit. Client will pay controlled on-call hours, defined as hours where the Clinician is required to stay on the facility's premises at the regular rate. If Clinician is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease and Client will instead pay Agency the overtime rate for the duration of the call-back period. The minimum call-back period is two hours.
- 5. HOME HEALTH PHONE REIMBURSEMENT.** If Client provides home health services and does not provide a cell phone to Clinician, Client agrees to pay for all work-related cell phone use by home health Clinicians, up to a maximum monthly amount of \$50.00 as invoiced by Agency. Clinicians will be responsible for submitting monthly cell phone bill directly to Agency.
- 6. FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a \$2,500 transfer fee (no fee applies where prohibited by law).
- 7. COMMUNICATION DEVICES.** Client agrees to supply Clinicians with communication devices (e.g., cell phone, pager) needed to perform the duties as assigned at no cost to Clinician or Agency.
- 8. TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's regular rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.
- 9. CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a

visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.

10. FLOATING. Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

11. PERFORMANCE EVALUATIONS. Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing.

EXHIBIT A-4
TERMS of SERVICE LINE
ALLIED TRAVEL ASSIGNMENTS

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Healthcare Staffing Agreement that was entered into by and between **Carroll County Schools** ("Client") and Agency on or about **07/19/2016**, as modified by these additional terms. This exhibit sets forth the terms for allied travel assignments effective as of **07/19/2016** (the "Allied Effective Date").

SCHEDULE OF RATES. The regular rate schedule is based on thirteen week assignments with a forty hour work week for eight and ten hour shifts and thirty six hours for twelve hour shifts for the positions listed below. The Incentive Rate schedule is for those assignments that are less than thirteen weeks in duration, less than forty hour work week for eight and ten hour shifts and thirty six hours for twelve hour shifts. These rates will go into effect for anyone beginning an assignment or extension after the Allied Effective Date. These fees include recruitment, housing and compensation for each Clinician placed with Client.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically.

Rate Schedule is subject to change based on changes in amounts payable to Clinician and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

Specialty	Regular Rate per Hour	Incentive Rate per Hour
Occupational Therapist	\$69.00	\$79.00
Occupational Therapy Assistant - Certified	\$58.00	\$68.00
Physical Therapist	\$69.00	\$79.00
Physical Therapy Assistant	\$58.00	\$68.00
Speech Language Pathologist	\$71.00	\$81.00

Shift Differentials: The weekend differential will apply to all hours worked between 7:00 pm on Friday through 6:59 am on Monday. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
7:00 AM	3:00 PM	\$0.00	Day
3:00 PM	11:00 PM	\$3.00	Evening
11:00 PM	7:00 AM	\$6.00	Night
7:00 AM	3:00 PM	\$3.00	Weekend Day
3:00 PM	11:00 PM	\$6.00	Weekend Evening
11:00 PM	7:00 AM	\$9.00	Weekend Night

Travel Expense: Agency will bill Client for all Home Health Clinicians for all local mileage on daily visits in accordance with the current IRS guidelines.

Communication Devices: Client agrees to supply Clinicians with communication devices (ex. cell phone, pager) needed to perform the duties as assigned at no cost to the Clinician or Agency.

Home Health Phone Reimbursement: If cell phone is not provided by Client, Client agrees to pay monthly, all work-related cell phone use by Home Health Clinicians, up to a maximum monthly amount of \$50.00 as invoiced by Agency. Clinicians will be responsible for submitting monthly cell phone bill directly to Agency.

On Call: On Call rate is \$9.00/hour. In the event the Clinician is called back to work for Client while serving in an "On Call" capacity, the "On Call" charge will cease and Client will instead pay Agency the overtime rate for the duration of the call-back period. The minimum call-back period is two (2) hours.

Conversion Fee Schedule. The Client agrees not to allow the Clinician to work at the Client part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time Client, Client's affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Clinician received from the Agency, the Client will be charged thirty percent (30%) of the individuals estimated first year total compensation (No fee applies where prohibited by law.) The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Clinician to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client's prior knowledge of said Clinician's availability. Should Client directly refer Clinician to an affiliated organization for either permanent employment or temporary allied coverage, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client's business.

Preceptors and Pharmacists-in-Charge. Client will not request, require or permit Clinicians to act as preceptors or Pharmacists-in-Charge without Agency's prior written consent. Client shall defend (including without limitation paying defense costs as they are incurred), save, indemnify and hold Agency and Clinician harmless from and against any and all losses, claims, suits, legal actions, damages, judgments, liability, costs, expenses and interest based upon, arising out of or attributable in any way to Clinicians acts or omissions (whether actual or alleged) as a preceptor. *An additional hourly rate will be charged for all hours worked by Clinician in a preceptor capacity.*

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to allied travel assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

CARROLL COUNTY SCHOOL SYSTEM

By: _____

Name: _____

Title: _____

Date: _____

AMN HEALTHCARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

NEW COMPANY DATA SHEET

Financial Responsible, Party Legal Name		Dun & Bradstreet #	
		Contract Signer Name	
Address City, State, Zip		Title	
		Telephone #:	
Client Operational Address City, State, Zip		Billing Address City, State, Zip	

Accounts Payable Contact:		Telephone #:	
		Email:	
Invoice Resolution Terms		# of days to Dispute Invoice	
Officers			
President			
CFO			

Type of Company (Inc., LLC., PC)		State of Registration	
		Date of Registration	

Parent Company Name	
Address City, State, Zip	

Timekeeping Instructions:

Timecards are due by Monday @ 5pm:	
Timecard type	E-Time
Timecard Submitted By:	Clinician
Rounding Rules:	Time will be rounded to quarter hour
Pay Cycle	Sunday – Saturday
Standard Timecard Statement of Rules:	
Overtime, call back, on call, charge, etc. is billable as long as we receive a signed timecard with that information. If there is no lunch indicated, AMN bills for the missing lunch (in CA only). All other states, we deduct 30 min meal and bill the rest. Cancellations are reported on the timecard and AMN bills based on the information entered. Per-diem cancellations should be reported on a per-diem time card.	