

SUPPLEMENTAL NURSE STAFFING AGREEMENT

THIS SUPPLEMENTAL NURSE STAFFING AGREEMENT (the “**Agreement**”), effective August 1, 2022, is entered into by and between the County of Ventura (“**Client**”) and XPRT Staffing, Inc. (“**Contractor**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. Client operates Ventura County Medical Center, Santa Paula Hospital, and clinics.
- B. Contractor is a temporary staffing company in the business of recruiting qualified personnel and providing supplemental clinical and non-clinical healthcare staffing services to commercial and governmental healthcare clients.
- C. Client desires Contractor to provide, when requested and on a non-exclusive basis, competent and qualified supplemental staffing.

THEREFORE, the Parties agree as follows:

AGREEMENT

1 Requests for Staff; Qualifications. Upon request by Client, Contractor will use commercially reasonable efforts to recruit, interview, screen and assign competent and qualified temporary supplemental personnel, whether employees or independent contractors of Contractor (individually and collectively “**Staff**”) to Client to meet Client’s supplemental staffing needs. All Staff supplied by Contractor shall be appropriately screened by Contractor in accordance with policies and procedures consistent with the then current published standards of The Joint Commission. Such screening will include, without limitation, obtaining pertinent information concerning the past employment, licensure, certification, education and professional skills of Staff. Where permitted by applicable law, Contractor shall make available all screening information of Staff to Client upon request. Each Staff is subject to approval by Client.

2 Training; Policies and Procedures; Discipline of Staff.

2.1 At the outset of any assignment, Client shall orient each Staff to its facility and rules and regulations and shall provide Staff with information about the facility’s policies and procedures, including dress code, physical layout, emergency procedures and equipment. Client shall also confirm Staff’s competency and ability in the proper use of any equipment to be used by such Staff in connection with the assignment.

2.2 Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Staff’s assignment under Client’s supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Contractor will give each Staff 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 Staff 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 Staff to work in the clinical specialty areas in which they are professionally qualified and oriented to work. Client shall be responsible for the direction, control and supervision of all Staff and shall retain professional and administrative responsibility for the work performed by Staff. Client shall be responsible for determining the clinical competencies required of Staff and supervision of Staff in the performance of clinical duties.

2.3 Staff shall perform the Services described herein for the benefit of Client and under the direction of a Client clinical manager or other written designee. Staff initially requested for a particular area may be reassigned to other areas by Client after arriving at Client’s facility or at any time while working for Client, subject to Staff’s demonstrated competency, appropriate certifications, credentials and professional qualifications. Staff should be reassigned only to areas of comparable clinical diagnoses and acuities.

2.4 Client agrees to notify Contractor in writing within twenty-four (24) hours of any event, competency issue, unexpected incident, including errors, unanticipated deaths and other events related to the care and services provided by any Staff. Client agrees to notify Contractor in writing whenever an incident/injury report related to Staff is completed. Contractor will document and track all incidents, injuries and unexpected events. Staff assigned by Contractor to Client under this Agreement are employees of Contractor or, in some cases, independent contractors, and are not employees, contractors or agents of Client.

2.5 If Client concludes that any Staff assigned to Client by Contractor is not performing such Staff's duties in a satisfactory manner or that such Staff is otherwise failing to satisfy the criteria for qualified Staff, such Staff shall not be permitted to continue working for Client. Under such circumstances, Client may immediately terminate Staff's assignment and ask such Staff to immediately leave Client's property. Client shall immediately inform Contractor in writing of any such action. Contractor will be paid for the actual hours worked by such Staff prior to dismissal. Client shall cooperate in an evaluation of Staff relative to such Staff's ability to perform specific job functions and responsibilities upon completion of any assignment.

2.6 Client agrees that the personnel files and compliance documentation submitted by Contractor relating to Staff performing services under this Agreement are private and confidential. Client shall keep such information private and confidential, including in accordance with any applicable laws such as the Americans With Disabilities Act of 1990. Client shall not use for purposes other than directly related to the performance of this Agreement, or disclose to any third party, all or a portion of such confidential information unless such disclosure is required by law or legal process, Contractor, or the Staff.

3 Fees; Invoicing; Payment Terms.

3.1 All-inclusive hourly rates, representing the entire rate to be charged to Client for Staff provided by Contractor, are set forth on the attached **Schedule A – Rate Schedule**. Notwithstanding the foregoing, any sales tax, gross receipt tax, business and organization tax, excise tax, or other similar tax imposed by any governmental jurisdiction will be charged to Client in addition to the hourly rate set forth on Schedule A. The Rate Schedule is not subject to adjustment unless agreed upon by both Parties in a written amendment to this Agreement. Pricing is subject to renegotiation when either Party initiates negotiations; however, during such negotiations, the most recent Rate Schedule shall remain in effect until a new structure is agreed upon in writing and approved by the Ventura County Board of Supervisors.

3.2 Contractor will invoice Client on a weekly basis for the Services provided under this Agreement. Invoices shall be remitted to Client by email to VCMC.AccountsPayable@ventura.org which mode of transmission and/or address may be changed by Client upon written notice pursuant to Section 11, in accordance with Client's registry invoice validation process.

3.3 Payment is due upon receipt of a valid and correct invoice. All payments shall be in U.S. Dollars. Invoices that are not paid within thirty (30) days of the date of such invoice will be considered past due. Client agrees that Contractor may discontinue an assignment at any time, in its sole discretion, should Client not timely remit payment based on the terms of payment set forth in this Agreement.

3.4 Client agrees that in the event any Staff assigned by Contractor to Client becomes employed, directly or indirectly, by Client or any affiliate or related party of Client, or provides services of any kind through any third party at the facility such Staff was assigned to by Contractor, other than pursuant to the terms of this Agreement, (collectively "**Direct Client Employment**"), then Client will pay Contractor a conversion fee ("**Conversion Fee**") based on the Conversion Fee tables set forth on the attached **Schedule A – Rate Schedule**. Should Staff for which Client must pay a Conversion Fee to Contractor pursuant to this Section 3.4 leave voluntarily or be terminated for just cause within the first ninety (90) days of Direct Client Employment, the Conversion Fee(s) shall be refunded on a pro-rata basis. Otherwise, there will be no adjustment in any Conversion Fee.

4 Contractor Insurance. Contractor shall purchase and maintain during the duration of this Agreement the following insurance coverages:

4.1 Workers' compensation and employer's liability insurance covering Contractor's legal and statutory obligations for damages due to bodily injury either by accident or disease, occurring to any Contractor employee in connection with their employment.

4.2 Unemployment insurance as required by law for all employees.

4.3 General liability insurance covering Contractor Staff, employees, contractors and agents for bodily injury, personal injury or property damage claims arising out of or relating to the activities of Contractor. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.

4.4 Professional liability insurance covering Contractor Staff, employees, contractors and agents. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate.

4.5 Upon Client's request, Contractor will provide Client with certificates of insurance as evidence that all coverages required under this Agreement have been obtained and are in full force and effect.

4.6 All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects Client, and any insurance or self-insurance maintained by Client will be excess of Contractor's insurance coverage and except with respect to professional liability coverage, will not contribute to it.

4.7 Client is to be notified immediately if any aggregate insurance coverage is lowered below required limits. Contractor must purchase additional coverage to meet requirements.

4.8 For the general liability insurance required above, Client is to be named as additional insured as respects work done by Contractor under the terms of this Agreement.

4.9 Contractor agrees to waive all rights of subrogation against Client and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Agreement.

4.10 Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to Contractor. Contractor will provide prompt written notice of non-renewal, termination or diminution below required limits to Client's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.

4.11 Contractor agrees to provide Client with the following insurance documents on or before the commencement date of this Agreement:

4.11.1 Certificates of insurance for all required coverage.

4.11.2 Additional insured endorsement for general liability insurance.

4.11.3 Waiver of subrogation endorsement (also known as waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation insurance.

Failure to timely provide these documents, upon Client's request, will be, at Client's sole discretion, grounds for immediate termination of this Agreement or suspension of the commencement date.

5 Cooperation. The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve any Staff.

6 Representations.

6.1 Contractor represent that it does not unlawfully discriminate against its Staff, employees, contractors, or agents and that it fully complies with all applicable local, state and federal anti-discrimination and employment related regulations and laws.

6.2 Contractor represents and warrants that Contractor has not been excluded from any Federal healthcare program. Contractor verifies that is has not been nor is it presently excluded or subject to sanctions by any regulatory or governmental agencies. Contractor also represents and warrants that all Staff (a) are not excluded individuals or entities, and (b) have been screened for exclusion status under the Office of the Inspector General List of Excluded Individuals/Entities and the General Services Agency Excluded Parties List.

7 Term. The term of this Agreement will commence on August 1, 2022 and remain in effect through June 30, 2024, unless earlier terminated pursuant to the terms and conditions set forth herein. This Agreement may, upon mutual agreement, be extended for additional one (1) year periods.

Continuation of this Agreement is subject to the appropriation of funds for such purpose by the Ventura County Board of Supervisors. If funds to effect such continued payment are not appropriated, Client may terminate this Agreement and Contractor will relieve Client of any further obligation hereunder, except that Client remains obligated to remit payment for services rendered by Contractor pursuant to this Agreement.

8 Termination. This Agreement may be terminated by either Party, for any reason, upon providing written notice to the other Party as set forth in Section 11, with such termination to be deemed effective the earlier of (a) thirty (30) days following such written notice or (b) the end of the last assignment of Staff placed with Client by Contractor.

9 Default; Termination After Default. If Contractor defaults in the performance of any term or condition of this Agreement, Contractor must cure that default by satisfactory performance within ten (10) days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then Client may terminate this Agreement without further notice. The foregoing requirement for written notice and opportunity to cure does not apply to a termination pursuant to Section 8.

10 Survival of Certain Obligations. Termination of this Agreement shall not affect any obligation of either Party which has accrued prior to such termination. Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal of this Agreement.

11 Notices. All notices required or permitted to be given under this Agreement must be (a) in writing and (b) sent to the Parties at their addresses set forth below, and will be effective (i) on delivery, if delivered personally (including by messenger, telephone facsimile or overnight courier), or (ii) three (3) calendar days after mailing, by registered or certified mail, return receipt requested, postage prepaid, if given by mail:

If to Contractor: XPRT Staffing, Inc.
Attn: Heidi Salehi
4347 Whitsett Ave.
Studio City, CA, 91604

If to Client: County of Ventura
Attn: HCA Contracts
5851 Thille Street, 1st Floor
Ventura, CA 93003

With copies to: Ventura County Medical Center
Attn: Nursing Department
300 Hillmont Ave
Ventura, CA 93003
Phone: 805-652-6000

Any Party may change its address by notice given under this Section 11.

12 Indemnification by Contractor. Contractor agrees to defend, through attorneys approved by Client, indemnify, and save harmless Client and its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims, lawsuits, whether against Contractor, Client or its agents, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor ("Losses"), to the extent such Losses are caused by Contractor's negligent or willful acts or omissions, breach of this Agreement or violations of applicable law.

13 Independent Contractor. Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Agreement, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Agreement or otherwise against Client for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Agreement, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of Client solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless Client from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against Client, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Agreement to the extent caused by Contractor's acts or omissions.

14 Indemnification by Client. Contractor is performing the Services hereunder per the terms of this Agreement and is not a partner or joint venturer of Client. Nothing contained in this Agreement is intended, nor shall it be construed, to create any responsibility on the part of Contractor for any liability, including, but not limited to claims for damages, losses, costs, expenses or damages arising from or relating to: (a) any negligent or intentional acts or omissions of Client, its employees, contractors or agents, or (b) any negligent or intentional acts or omissions of Staff, employees, contractors or agents of Contractor in circumstances where the act or omission giving rise to a potential claim occurred at the explicit direction of Client or its employees, contractors, or agents. Client agrees to indemnify, defend and hold Contractor and its Staff, employees, contractors, agents and/or other representatives harmless for, from and against any and all claims, demands, causes of action, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or relating in any manner, directly or indirectly, to any of the foregoing circumstances.

15 Miscellaneous.

15.1 Binding Effect. Except as otherwise agreed, this Agreement is personal to the Parties. No Party will have the right or power to assign any of its rights or obligations, and any attempted assignment, at the option of the non-assigning Party, will be void. Subject to the foregoing, this Agreement and all of its terms will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

15.2 Entire Agreement. This Agreement sets forth the entire agreement between the Parties as to its subject matter, and is subject to no promise, warranty or representation not expressly set forth.

15.3 No Third-Party Beneficiaries. Except as specifically set forth in this Agreement, no person or entity other than the Parties is an intended beneficiary of this Agreement.

- 15.4 No Oral Modifications.** This Agreement may not be modified except by a writing signed by both Parties.
- 15.5 Governing Law; Venue; Waiver of Jury.** This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of California. Any suit to enforce this Agreement or to assert any right or remedy under this Agreement shall be brought only in the Superior Court of Ventura County, which shall be the exclusive venue for, and which courts shall have exclusive jurisdiction with respect to, any such suit. The Parties hereto intentionally and knowingly waive their right to have any dispute or cause of action arising from or in any manner relating to this Agreement tried before a jury.
- 15.6 Captions.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and do not limit or alter any of its provisions.
- 15.7 Execution; Counterparts.** This Agreement will not be binding on any Party until it is executed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart. The signature of a Party on a faxed or electronically transmitted document shall be considered, for all purposes, an original signature.
- 15.8 Access to and Use of Client Technology.** Contractor shall agree with and abide by the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part of this Agreement. Any employee, sub-contractor, or agent of Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) Client information technology in the course of his, or her, work for Client is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any Client information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by Client.

Client: County of Ventura

Contractor: XPRT Staffing, Inc.

By: _____

By: _____

Date: _____

Date: _____

Schedule A – All Inclusive Rate Schedule

Position	Hourly Rate - Local	Hourly Rate - Travel
DOU RN	\$115 - \$140	\$130 - \$155
ED RN	\$125 - \$155	\$145 - \$175
ICU RN	\$125 - \$155	\$145 - \$175
L&D RN	\$125 - \$155	\$145 - \$175
Med Surg RN	\$110 - \$130	\$120 - \$145
Tele RN	\$115 - \$140	\$130 - \$155
NA / CAN or MOA	\$38 - \$47	\$45 - \$55
NICU RN	\$125 - \$155	\$145 - \$175
OR RN	\$125 - \$155	\$145 - \$175
OR Tech	\$125 - \$155	\$145 - \$175
PACU RN	\$125 - \$155	\$145 - \$175
IR RN	\$125 - \$155	\$145 - \$175
GI / Endo RN	\$125 - \$155	\$145 - \$175
GI / Endo Tech	\$125 - \$155	\$145 - \$175
PEDs RN	\$125 - \$155	\$145 - \$175
PICU RN	\$125 - \$155	\$145 - \$175
PSYCH / CSU RN	\$110 - \$130	\$120 - \$145
PSYCH Float RN	\$110 - \$130	\$120 - \$145
SPD Tech	\$45 - \$57	\$55 - \$65

All rates stated in the Agreement are all-inclusive and include, but is not limited to: recruitment fees, travel reimbursement, lodging reimbursement, meal & incidental expense per diem reimbursement and compensation for Contractor Staff.

Overtime pay rate is equal to one and one-half (1.5) times the regular rate for applicable shift (based on a 40-hour week worked at Client facility) and will be billed based on hours worked over scheduled short hours. Double-time will be billed at two (2) times the regular rate. For work performed in California, double-time is defined as work in excess of twelve (12) hours in a workday and all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

Holidays: Work performed on New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be invoiced at a premium Holiday rate of one and one-half (1.5) times the regular rate. Holidays begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.

Standby Premium Pay. Client will pay for "scheduled/formal standby" hours, defined as hours where the Staff is not required to stay on the facility's premises, at the rate of \$9.00 per hour. If Staff is called back to work for Client while serving in a "scheduled/formal standby" capacity, the "scheduled/formal standby" charge will cease, and Client will instead pay Contractor the applicable rate for the duration of the call-back period. The minimum call-back period is two (2) hours. No Staff shall be paid for call-back time and "scheduled/formal standby" simultaneously. There is no "volunteer standby" status. Call-back Premium Pay will be one and one-half (1.5) times the regular rate.

Minimum Work Week. For Staff confirmed for twelve-hour (12-hour) shifts, Client will provide Staff a minimum of thirty-six (36) scheduled hours per week. However, Client may flex-down or cancel one (1) shift per Staff with a two (2) week reporting period. The guaranteed minimum work week calculation includes regular and overtime hours

worked but does not include any “on-call” time. The guaranteed minimum work week 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 a Staff the minimum hours, Client will be invoiced and shall pay the applicable rate set forth above for all hours below the minimum for such Staff. Client will only pay for hours worked by Staff. Client does not pay for shifts when Staff calls out sick, and the hours reported as sick will be applied to calculate the minimum work week. If Client has an available make-up shift, it may be offered to the Staff to make up for the hours missed while sick.

Orientation. Client will provide Staff with orientation in accordance with the standards of The Joint Commission and Client’s policies. All time spent by travel Staff in Client-provided or required orientation is billable.

The following Conversion Fees apply to Direct Client Employment, as defined in Section 3.4 of the Agreement:

Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to Client by Contractor Prior to Direct Client Employment
25%	Introduction – 520 hours
15%	521 hours – 1040 hours
7.5%	1041 hours +