

## CLIENT STAFFING AGREEMENT

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This Agreement (the “Agreement”) entered into this 21st day of June, 2023 (“Effective Date”), is by and between RO HEALTH, LLC (“RO HEALTH”), a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Azusa Unified School District (hereinafter referred to as “CLIENT”) located at 546 S Citrus Avenue, Azusa, CA 91702.

**WHEREAS**, RO HEALTH operates a medical staffing agency and employs personnel to provide Services (as hereinafter defined) to CLIENT; and

**WHEREAS**, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT; and

**WHEREAS**, CLIENT and RO HEALTH have agreed that RO HEALTH shall supply such personnel under the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (each a “Party” and jointly the “Parties”), the Parties hereby agree as follows.

### 1. TERM AND TERMINATION.

This Agreement will commence on the Effective Date. The term of this Agreement will initially be from the Effective Date and will terminate on June 30th 2024 , unless at any time either Party elects to terminate the Agreement upon at least thirty (30) days’ prior written notice of termination to the other Party in accordance with the provisions of Paragraph 15. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

### 2. SERVICES.

RO HEALTH will use its reasonable best efforts to provide qualified RO HEALTH employees as requested by CLIENT and in accordance with CLIENT’s specifications and subject to the terms and conditions of this Agreement. **Exhibit A** hereto sets forth the specific services (the “Services”) to be furnished by RO HEALTH, together with the current fees for these Services. At any point during the term of this Agreement the rates set out on **Exhibit A** may be renegotiated.

### 3. PROFESSIONAL QUALIFICATIONS.

RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH’s sole and exclusive judgment, are best qualified to perform the Services. Such RO HEALTH employee(s) shall comply with all pertinent terms and conditions of the

relevant licensure and credentials. RO HEALTH shall retain documentation evidencing such licensure and credentials for each such RO HEALTH employee, including, but not limited to:

- 3.1** Proof of current licensure, registration and or certification (if applicable).
- 3.2** Written or verbal verification of two (2) references.
- 3.3** Written verification of worker's unrestricted credential (if applicable).
- 3.4** Written verification of current cardiopulmonary resuscitation (CPR) certification for all non-remote RO HEALTH employees, unless written documentation from CLIENT is provided removing this requirement for specific positions.
- 3.5** Possess proof of an annual tuberculosis test or chest X-ray for all non-remote RO HEALTH employees.
- 3.6** Criminal Background Check and disclosure statement.

Upon CLIENT's written request, RO HEALTH will provide documentation of any such licensure or credentials or otherwise related to the qualifications and training of such RO HEALTH employee(s).

#### **4. CLIENT ORIENTATION.**

CLIENT will provide, at its sole cost and expense, all applicable RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT's expectations for RO HEALTH personnel.

#### **5. URGENT PERSONNEL REQUESTS.**

If CLIENT requests RO HEALTH personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as the RO HEALTH employee reports for work within a reasonable period of time.

#### **6. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.**

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

CLIENT agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

#### **7. CONVERSION FEE.**

If RO HEALTH is the first staffing provider to submit an individual employee's profile (either verbal or written) to CLIENT for consideration, or to introduce an individual employee to CLIENT



at any time and in any capacity, CLIENT will accept such individual employee for employment only through RO HEALTH.

CLIENT further agrees that it will take no steps, directly or indirectly, to recruit, solicit, hire or employ as its own employee, agent, contractor or otherwise any personnel introduced, submitted or provided to CLIENT by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT or any agent, affiliate or subsidiary of CLIENT, directly or indirectly or through another agency, recruits, solicits, hires or employs RO HEALTH personnel in any capacity, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee, agent, contractor or otherwise; (2) provide written notice to RO HEALTH of its intent to hire RO HEALTH employee and continue to employ RO HEALTH employee solely and exclusively in such individual's capacity as a RO HEALTH employee through RO HEALTH for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

#### **8. RESPONSIBILITY FOR PATIENT CARE.**

CLIENT retains sole and exclusive responsibility for management of care of each of its patients and for ensuring that the Services provided by RO HEALTH personnel under this Agreement are furnished in accordance with all applicable safety and health laws, regulations and standards. Client further retains sole and exclusive responsibility for compliance with all relevant safety and health laws and regulations during the period in which RO HEALTH personnel are assigned under CLIENT's supervision. CLIENT shall ensure that RO HEALTH personnel are assigned duties and operating within their scope of practice.

#### **9. INSURANCE.**

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for the Services provided under this Agreement. At CLIENT's written request, RO HEALTH will provide certificates evidencing such insurance coverage.

#### **10. TAXES.**

RO HEALTH will maintain responsibility for the payment of wages, and other compensation, and for any mandatory withholdings and contributions to its personnel.

## **11. PAYMENT FOR SERVICES.**

RO HEALTH obtains CLIENT-approved time records and relies on CLIENT for the accuracy and completeness of those records to pay RO HEALTH's employees and to generate invoices. The accuracy and completeness of such records is the sole and exclusive responsibility of CLIENT prior to approving such records to RO HEALTH. RO HEALTH will submit invoices based on such records to CLIENT at the rates established in **Exhibit A** every week for RO HEALTH personnel provided to CLIENT during the preceding workweek billing period. RO HEALTH does not assume responsibility for CLIENT approved records.

### **11.1 Payment.**

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically through automated clearing house ("ACH") transfers. RO HEALTH will deliver the ACH payment details to CLIENT upon execution of this Agreement. The parties hereby agree to undertake any and all required actions and execute any required documents, instruments or agreements required to effectuate the requirements of this Section 11.

### **11.2. Late Payment.**

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less. In the event that RO HEALTH must institute legal action to collect any late, outstanding or unpaid amounts, CLIENT agrees to pay all of RO HEALTH's costs of suit, including reasonable attorneys' fees.

## **12. GOVERNING LAW.**

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of Delaware laws, rules, and regulations shall govern and supersede.

## **13. DISPUTE RESOLUTION.**

Should any dispute arise out of or in connection with the Agreement, which cannot be resolved to the satisfaction of both Parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The Parties shall attempt to agree upon a neutral third party to arbitrate the dispute and, should that effort fail, request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. The panel of arbitrators shall be selected from Wilmington, Delaware.



The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the Parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the Parties. The Party prevailing in such arbitration will be entitled to the recovery of all other costs and expenses incurred in connection with such action and any appeal from the other Party.

#### **14. MUTUAL INDEMNIFICATION.**

Each Party shall defend, indemnify, and hold harmless the other Party, its current and former affiliates, its and their respective current and former officers, directors, employees, representatives, and the successors and assigns, from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) any breach of such Party's representations, warranties, covenants and obligations under this Agreement; (ii) such Party's gross negligence or willful misconduct in performing its obligations under this Agreement; or (iii) such Party's failure or alleged failure to comply with all applicable laws or regulations; provided each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

#### **15. NOTICES.**

All notices, requests, consents and invoices required or permitted under this Agreement shall be made in writing and delivered personally or sent by mail or e-mail to the applicable Party to the following addresses:

##### **IF TO CLIENT:**

Ausa Unified School District

**Attn:** Erin Kremer

546 S. Citrus Avenue

Azusa, CA, 91702

626-858-6184

##### **IF TO RO HEALTH:**

Ro Health, LLC

**Attn:** General Counsel

440 N Barranca Ave #1884

Covina, CA 91723

P: (888) 552-9775 F: (888) 607-2889



Email: [ekremer@azusa.org](mailto:ekremer@azusa.org)

Email: [contracts@rohealth.com](mailto:contracts@rohealth.com)

**16. DAMAGES.**

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

**17. SEVERABILITY.**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**18. INDEPENDENT CONTRACTOR.**

Each Party to this Agreement hereby agrees, represents and warrants that it is an independent contractor and is not any other Party's agent or employee or partner or joint venturer for any purpose whatsoever.

**19. ASSIGNMENT.**

No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

**20. ENTIRE AGREEMENT; MODIFICATION.**

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

**21. COUNTERPARTS.**

This Agreement may be signed in one or more counterparts, each of which shall be binding and all of which shall be taken together as one and the same agreement.

**IN WITNESS WHEREOF**, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first written above.

**CLIENT**

Norma Camacho

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RO HEALTH, LLC**

Lisa Butts

\_\_\_\_\_  
Printed Name

*Lisa Butts*  
Lisa Butts (May 31, 2023 15:57 PDT)

\_\_\_\_\_  
Signature

May 31, 2023

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PERSONNEL HOURLY RATES FOR CLIENT**

Nursing	
LVN	\$69.13
RN	\$88.01
CRN	\$119.16 - \$142.13

**WORKWEEK.** RO HEALTH’s calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

**WEEKEND.** RO HEALTH shall bill CLIENT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

**OVERTIME.** RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

**ORIENTATION.** Personnel hourly rates will be billed for all time spent in CLIENT orientation.

**MILEAGE.** During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

**HOLIDAYS.** A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

**CLIENT**

Norma Camacho

Printed Name

Signature

Date

**RO HEALTH, LLC**

Lisa Butts

Printed Name

Lisa Butts  
Lisa Butts (May 31, 2023 13:04 PDT)

Signature

May 31, 2023

Date



## CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, LLC is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

### Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

### Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

### STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

### Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

### Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the CLIENT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH



Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at [hr@rohealth.com](mailto:hr@rohealth.com).

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at [hr@rohealth.com](mailto:hr@rohealth.com).

### **Complaint/Grievance Process**

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

### **RO HEALTH Employees**

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

### **Competency**

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

### **Conflict of Interest**

RO HEALTH discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity, or (b) create an unfair competitive advantage for any person or organization other than RO HEALTH. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services to be considered a conflict.

Thank you again for the opportunity to work together. We look forward to growing our partnership.

