

## 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 Paso Robles Joint Unified School District ("Client") and AMN Healthcare, Inc. ("Agency") on April 2, 2019 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 applicable 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 45 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 provided it is not within the annual contract period.
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:

X Terry Hullen  
Client Designated Contact Name  
X  
X 800 N. Hill St  
Client Designated Address  
X PASO ROBLES CA 93446  
Client Designated City, State, Zip  
X thullen@pasoschools.org  
Client Designated Email Address


X same as Invoices  
Client Designated Contact Name  
X  
X  
Client Designated Client Name  
X  
Client Designated Address  
X  
Client Designated City, State, Zip  
X  
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 and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. 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 California without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the County of San Diego, California 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.
- 15. ASSIGNMENT.** Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

**AGREED AND ACCEPTED****PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT AMN HEALTHCARE, INC.**

By:   
 Name: BRAD RADOWY  
 Title: CBO  
 Date: 8-28-19

DocuSigned by:  
  
 By: Michael Dennis  
 Name: Michael Dennis  
 Title: VP Client Sales Allied  
 Date: 8/29/2019

# **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. P.S.T. 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 applicable rate for all hours worked more than 40 hours in one work week. Pre approval of any overtime hours is required if over the agreed upon limit. 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 applicable 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 Agency for all orientation hours worked by Clinicians.
- 4. 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. Client may 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 with no fee upon the completion of the annual contract.
- 5. 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 applicable 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.
- 6. 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.
- 7. 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.
- 8. 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 **Paso Robles Joint Unified School District** ("Client") and Agency on or about **April 2, 2019**, as modified by these additional terms. This exhibit sets forth the terms for allied travel assignments effective as of **April 2, 2019** (the "Allied Effective Date").

**SCHEDULE OF RATES.** The Regular Rate 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 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. Client may designate certain specialties at the time of order as urgent, immediate, special or unique, for which Client shall approve the use of the Crisis Rate. 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	Crisis Rate per Hour
Occupational Therapist	\$73.85	\$84.95	\$96.00
Occupational Therapy Assistant - Certified	\$59.70	\$68.65	\$77.60
Physical Therapist	\$73.85	\$84.95	\$96.00
Physical Therapy Assistant	\$59.10	\$67.95	\$76.85
Speech Language Pathologist	\$75.85	\$87.25	\$98.60

**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, until the completion of an annual assignment except through the Agency. If at any time within the annual contract period 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 if during the annual contract period. 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.

**Pharmacists-In-Charge.** Client will not request, require or permit Clinicians to act as Pharmacists-in-Charge without Agency's prior written consent.

**Client Requirements Table.** For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.


Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify

		completed in compliance with federal regulation. Documentation to be retained by staffing agency.
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
State	Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Human Resources	Background Check	Attestation for completion of: 7 year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Human Resources	Background Check - DMV Check	Attestation for completion of: 7 year Department of Motor Vehicle Check, prior to start of first assignment, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service >90 days, must run counties listed during break in service.
Human Resources	Education Verification for Non-licensed Providers	A diploma, degree or transcripts is acceptable.
Human Resources	Reference	Attestation for completion of: qualifying reference check is completed prior to first assignment.
Human Resources	Application	Completed prior to first assignment.
Human Resources	Facility Specific Documents	Client-specific forms, policy and procedures, or other acknowledgement (may require signature by Provider)
Human Resources	Job Description	Completed prior to first assignment.
Employee Health	Drug Screening	Standard 10 panel prior to start of first assignment, updated annually thereafter. If break in service > 90 days, retesting required.
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment, updated annually thereafter.
Employee Health	Hepatitis B	Declination, 3 vaccine series, or positive antibody titer If negative titer, booster or declination after titer.
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot . Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.
Employee Health	Influenza	Seasonal vaccine or declination, updated annually.
Education	Regulatory Education	Documentation of education to the requirements of OSHA and other regulatory agencies
Education	Basic Life Support (BLS)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS required for those Providers in an acute care setting, providing direct patient care.
Education	Specialty Certification	Facility or unit specific certification as required by job description for practice setting and population served.

*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**

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT AMN HEALTHCARE, INC.**

By:   
Name: BRAD ANDERSON  
Title: CBO  
Date: 8-28-19

DocuSigned by:  
By:   
7865F62AF44C48A  
Name: Michael Dennis  
Title: VP Client Sales Allied  
Date: 8/29/2019

**EXHIBIT C**

**CALIFORNIA (CA) PAY POLICY VERIFICATION**

**Required for All AMN Healthcare California Clients**

**CALIFORNIA MEAL AND REST PERIOD OBLIGATIONS.** Client shall provide Clinicians who work in California meal and rest periods in accordance with California law.

#### Meal Periods

Client shall provide Clinicians who work more than five hours in a day the opportunity to take an uninterrupted 30-minute meal period no later than the end of Clinician's fifth hour of work. During the meal period, Clinicians must be relieved of all job duties and free to engage in personal activities. Client shall permit Clinicians who work more than five hours but no more than six hours in a workday to voluntarily waive their meal period.

Client shall provide Clinicians who work more than ten hours in a day the opportunity to take a second uninterrupted 30-minute meal period no later than the end of Clinician's tenth hour of work. Client shall permit Clinicians who work more than eight hours in a day to voluntarily waive one of the two meal periods by signing a meal period waiver form.

If Client fails to provide the Clinician with a meal period, the Client will be billed at the regular hourly bill rate for the Clinician's hours worked and an additional hour's pay for the meal period.

#### Rest Periods

Client shall authorize and permit Clinicians who work more than 3.5 hours in a work day the opportunity to take a paid ten (10) minute rest period for every four hours of work or major fraction thereof. A major fraction is over two hours of work. If the Client fails to authorize or permit the Clinicians to take a rest period, the Client will be billed at the regular hourly bill rate for all hours worked and an additional hour's pay for the rest period.

**CALIFORNIA PAY VERIFICATION.** To ensure compliance with California law, Client certifies that the following information is true and correct:

1. Is Client a Government facility? ☒ Yes ☐ No
2. Does Client have a collective bargaining agreement that establishes an alternate pay schedule? ☐ Yes ☐ No

If the answer to 1 or 2 is Yes, **STOP**.

If the answer to 1 and 2 is No, please provide info below:

3. The policy which describes Client's current overtime payroll practice for permanent nursing staff is (mark appropriate box or boxes):

- ☒ **Option 1:** Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.
- ☐ **Option 2:** Staff has chosen an alternative workweek schedule (AWS), in accordance with California law AWS procedures. If Option 2 is checked, you are certifying to the statements below and **must also identify each unit with an alternative workweek, using the spaces below.**

**NOTE: Do not choose this option if the alternate schedule is the result of a government exemption or collective bargaining.**

a. Units with eight (8) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

b. Units with ten (10) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of ten (10) hours worked in one (1) day and in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

c. Units with twelve (12) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

**8-HOUR**

**SHIFT UNITS:** \_\_\_\_\_

**10-HOUR**

**SHIFT UNITS:** \_\_\_\_\_


**12-HOUR**

**SHIFT UNITS:** \_\_\_\_\_

Client acknowledges that Agency is entitled to rely, and will rely, on the accuracy of the representations, and that Client shall be liable for any and all costs, including penalties and third-party claims, and judgments arising from or related to Client's failure to comply with the obligations herein.

Signed by authorized agent for:



Client Signature  


Printed Name  
Peter Broussard

Title  
CEO

Date  
8.28.19

## NEW COMPANY DATA SHEET

Responsible Party Legal Name	Paso Robles Jofar Unified School District	Don & Bradstreet #	
Address	800 Niblick Rd.	Contract Signer Name	Brad Palowski
City, State, Zip	Paso Robles, Ca, 93446	Title	CEO
Client		Telephone #:	805-769-1000
Operational Address	800 Niblick Rd Paso Robles CA 93446	Billing Address	800 Niblick Rd Paso Robles CA 93446
City, State, Zip		City, State, Zip	
Accounts Payable Contact:	Elena Davis	Telephone #:	805-769-1000 ext. 30416
Invoice		Email:	edavis@pasorobles.org
Resolution Terms	45 days	# of days to Dispute Invoice	45 days
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 timecard.	

**AMENDMENT TO HEALTHCARE STAFFING AGREEMENT BETWEEN  
AMN HEALTHCARE, INC.  
AND  
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

AMN Healthcare, Inc. ("Agency") and Paso Robles Joint Unified School District ("Client") entered into a Healthcare Staffing Agreement, on or about April 2, 2019 (the "Agreement"). Effective July 23, 2021 ("Amendment Effective Date") the parties hereby enter into this Amendment to that Agreement ("Amendment") for the purpose of amending and modifying the terms of the Agreement. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms and conditions. Unless the context so indicates otherwise, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

The parties hereby delete and replace the rate table in Exhibit A-4 with the rates listed below.

<b>Onsite - Hourly Rates by Specialty</b>	<b>Bill Rate</b>
Speech Language Pathologist (CCC-SLP)	\$85-\$105
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$85-\$105
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$80-\$100
Speech Language Pathologist Assistant (SLPA)	\$60-\$80
Occupational Therapist (OT)	\$80-\$95
Certified Occupational Therapist Assistant (COTA)	\$60-\$80
Physical Therapist (PT)	\$80-\$95
Physical Therapist Assistant (PTA)	\$60-\$80
Registered Nurse (RN)	\$70-\$85
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$90-\$120
Social Worker (SW)	\$80-\$95
Behavioral Analyst (BA)	\$80-\$95
<b>Bilingual - Hourly Rates by Specialty</b>	<b>Bill Rate</b>
Speech Language Pathologist (CCC-SLP)	\$90-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$90-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$85-\$105
Speech Language Pathologist Assistant (SLPA)	\$70-\$80
Occupational Therapist (OT)	\$85-\$100
Certified Occupational Therapist Assistant (COTA)	\$70-\$80
Physical Therapist (PT)	\$85-\$100
Physical Therapist Assistant (PTA)	\$70-\$80
Registered Nurse (RN)	\$75-\$90
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$100-\$130
Social Worker (SW)	\$85-\$100
Behavioral Analyst (BA)	\$85-\$100

<b>Tele Medicine - Hourly Rates by Specialty - Client may provide a 30 notice of</b>	<b>Bill Rate</b>


cancellation if they secure an onsite provider.	
Speech Language Pathologist (CCC-SLP)	\$90-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$90-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$85-\$105
Speech Language Pathologist Assistant (SLPA)	\$70-\$80
Occupational Therapist (OT)	\$85-\$100
Certified Occupational Therapist Assistant (COTA)	\$70-\$80
Physical Therapist (PT)	\$85-\$100
Physical Therapist Assistant (PTA)	\$70-\$80
Registered Nurse (RN)	\$75-\$90
Licensed Practical Nurse (LPN)	\$60-\$80
School Psychologist (SP)	\$100-\$130
Social Worker (SW)	\$85-\$100
Behavioral Analyst (BA)	\$85-\$100

In the event of a conflict between the terms of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

#### AGREED AND ACCEPTED

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

**AMN HEALTHCARE, INC.**

By:   
 Signature  
Terry Hollen  
 Printed Name  
DIRECTOR SPECIAL ED  
 Title  
7/23/21  
 Date

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

#### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide staffing services in accordance with the Healthcare Staffing Agreement that was entered into by and between Paso Robles Joint Unified School District ("Client") and Agency on or about **July 22, 2021**. Client has elected to utilize one or more teletherapists under the Agreement, and this addendum sets forth additional rights and obligations under the Agreement and is hereby incorporated therein.

**1. ACCESS TO INFORMATION.** The Parties understand and agree that as part of the teletherapy services provided by Agency, Agency may create, receive, access, or maintain personally identifiable information from education records as defined in the Family Educational Rights and Privacy Act ("FERPA"). To the extent that Agency receives information from education records subject to FERPA, Agency will be considered a "school official" with a legitimate educational interest in the educational records of the students to the extent such records are required to provide the teletherapy services. Agency agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below.

**2. COVERED DATA AND INFORMATION (CDI).** CDI includes paper and electronic student education record information supplied by School, as well as any data provided by School's students to Agency.

**3. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI.** Agency shall not use or disclose CDI received from or on behalf of Client (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Agency agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**4. COURT ORDERS AND SUBPOENAS.** Upon receipt of a court order or lawfully issued subpoena, Agency agrees to notify the student pursuant to the requirements in 34 CFR 99.31(a)(9)(ii). Agency may request assistance from Client in fulfilling this requirement.

**5. RETURN OR DESTRUCTION OF CDI.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall return all CDI to Client or, if return is not feasible, destroy any and all CDI. If Agency destroys the CDI, Agency shall provide Client with a certificate confirming the date of destruction of the data.

**6. REMEDIES.** If Client reasonably determines in good faith that Agency has materially breached any of its obligations under this contract, Client, in its sole discretion, shall have the right to require Agency to submit to a plan of monitoring and reporting; provide Agency with a thirty (30) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Client shall provide written notice to Agency describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Agency improperly disclosed personally identifiable information obtained from Client's education records, Client may not allow Agency access to education records for at least five years.

**7. MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION.** Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Agency.

**8. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF CDI:** Agency shall, within (10) ten days of discovery, report to Client any use or disclosure of CDI not authorized by




this agreement or in writing by Client. Agency's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure. Agency shall provide such other information, including a written report, as reasonably requested by Client.

**AGREED AND ACCEPTED:**

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

**AMN HEALTHCARE, INC.**

By:   
Name: TERRY HOLLEN  
Title: DIRECTOR SPED  
Date: 7/23/21

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



2008 Recipient of the Joint Commission  
Health Care Staffing Services Corporate Certification

7/30/2021

Terry Hollen  
Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446

Dear Terry,

This letter is to memorialize and confirm your verbal acceptance of **Sara Casper** for provision of temporary allied services at **Paso Robles Joint Unified School District - PASO ROBLES, CA** for **08/16/2021 - 06/09/2022**, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having **Sara Casper** working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

**Pre-Approved Time Off: 21-22 School Holidays/Closures**

**Rates:** Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Speech/Language Pathologist:  
Hourly Rate: \$90.00/Hour  
Overtime Rate: \$135.00/Hour  
On Call Rate: \$ /Hour  
Call Back Rate:  
\$90.00/Hour  
Holiday Rate: \$90.00/Hour  
Cancel: 30 Day Notice

To the extent the rates set forth above are inconsistent with the Agreement (including the schedules thereto), these rates shall govern.

This confirmation letter is hereby incorporated into your existing Agreement. If you do not accept or agree with any of the terms set forth herein, you must notify AMN Healthcare upon receipt of this confirmation letter. This confirmation letter is deemed accepted by Client if no objection is received within 24 hours of the date of this letter.


Please sign, date, and return this confirmation letter via email.

[Erika.Blake@amnhealthcare.com](mailto:Erika.Blake@amnhealthcare.com)

AMN Healthcare

*Erika Blake*

Erika Blake, Regional Account Manager  
AMN Healthcare  
8840 Cypress Waters Blvd., Suite 300  
Dallas, TX 75019

  
By Terry Hollen  
Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446

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



2008 Recipient of the Joint Commission  
Health Care Staffing Services Corporate Certification

4/23/2021

Terry Hollen  
Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446

Dear Terry,

This letter is to memorialize and confirm your verbal acceptance of **Jana Watson** for provision of temporary allied services at **Paso Robles Joint Unified School District - PASO ROBLES, CA** for **08/19/2021 - 06/09/2022**, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having **Jana Watson** working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

**Pre-Approved Time Off: 21-22 School Calendar-Holidays/Closures**

**Rates:** Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Speech/Language Pathologist:  
Hourly Rate: \$75.00/Hour  
Overtime Rate: \$112.50/Hour  
On Call Rate: \$ /Hour  
Call Back Rate:  
\$75.00/Hour  
Holiday Rate: \$75.00/Hour  
Cancel: 30 Day Notice

To the extent the rates set forth above are inconsistent with the Agreement (including the schedules thereto), these rates shall govern.

This confirmation letter is hereby incorporated into your existing Agreement. If you do not accept or agree with any of the terms set forth herein, you must notify AMN Healthcare upon receipt of this confirmation letter. This confirmation letter is deemed accepted by Client if no objection is received within 24 hours of the date of this letter.

Please sign, date, and return this confirmation letter via email.

[Erika.Blake@amnhealthcare.com](mailto:Erika.Blake@amnhealthcare.com)

AMN Healthcare

*Erika Blake*

Erika Blake, Regional Account Manager  
AMN Healthcare  
8840 Cypress Waters Blvd., Suite 300  
Dallas, TX 75019

By  Terry Hollen

Date:  7/30/21

Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446



2008 Recipient of the Joint Commission  
Health Care Staffing Services Corporate Certification

3/18/2021

Terry Hollen  
Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446

Dear Terry,

This letter is to memorialize and confirm your verbal acceptance of **Milena Romani** for provision of temporary allied services at **Paso Robles Joint Unified School District - PASO ROBLES, CA** for **08/16/2021 - 06/09/2022**, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having **Milena Romani** working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

**Pre-Approved Time Off: School Holidays/Closures 21-22 Calendar**

**Rates:** Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Speech/Language Pathologist:  
Hourly Rate: \$75.00/Hour  
Overtime Rate: \$112.50/Hour  
On Call Rate: \$ /Hour  
Call Back Rate:  
\$75.00/Hour Holiday  
Rate: \$75.00/Hour  
Cancel: 30 Day Notice

To the extent the rates set forth above are inconsistent with the Agreement (including the schedules thereto), these rates shall govern.

This confirmation letter is hereby incorporated into your existing Agreement. If you do not accept or agree with any of the terms set forth herein, you must notify AMN Healthcare upon receipt of this confirmation letter. This confirmation letter is deemed accepted by Client if no objection is received within 24 hours of the date of this letter.

Please sign, date, and return this confirmation letter via email.

[Erika.Blake@amnhealthcare.com](mailto:Erika.Blake@amnhealthcare.com)

AMN Healthcare

*Erika Blake*

Erika Blake, Regional Account Manager  
AMN Healthcare  
8840 Cypress Waters Blvd., Suite 300  
Dallas, TX 75019

By  Date: 3/18/21  
Terry Hollen  
Paso Robles Joint Unified School District  
800 Niblick Rd  
PASO ROBLES, CA 93446