

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11078

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Medefis, Inc.

2. The term of this Agreement is:

START DATE

4/3/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$500,000,000.00

Five Hundred Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Attachment 1	Vendor Management Agreement - Exhibit A,B,C	22
	Exhibit C Attachment 1 - FEMA Requirements	3
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Medefis, Inc.

CONTRACTOR BUSINESS ADDRESS

2121 N 117th Ave, STE 200

CITY

Omaha

STATE

NE

ZIP

68164

PRINTED NAME OF PERSON SIGNING

Ryan Marks ERIC CHRISTENSON

TITLE

PRESIDENT

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/6/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer Emergency Ops

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

April 7, 2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

EO-N-25-20-COVID-19

Federal Emergency Management Agency (FEMA) Requirements

1.1 Changes

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

1.2 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.3 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

1.4 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's action pertaining to this contract

1.5 Clean Air Act

1.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

1.5.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

1.5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1.6 Federal Water Pollution Control Act

- 1.6.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 1.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 1.6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1.7 Debarment and Suspension

- 1.7.3 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 1.7.4 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 1.7.5 This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 1.7.6 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- 1.8.1 Contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1.9 PROCUREMENT OF RECOVERED MATERIALS

1.9.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1.9.1.1 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.9.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

1.9.2.2 Meeting contract performance requirements; or

1.9.2.3 At a reasonable price.



VENDOR MANAGEMENT AGREEMENT

This Vendor Management Agreement (the "Agreement"), is made this 3rd day of April, 2020 (the "Effective Date") between Medefis, Inc., having its corporate office at 2121 N 117th Ave. Ste. 200, Omaha, NE 68164 ("Medefis"), and California Department of Public Health, located and operating at 1616 Capitol Avenue, Sacramento, California 95814 (hereinafter "(Client") (Medefis and Client collectively, the "parties").

RECITALS

WHEREAS, Medefis provides vendor management solutions, enabled by vendor management technology including a proprietary website at medefis.com (the "VMS," the "Website," or the "Technology");

WHEREAS, Client desires to exclusively engage Medefis to provide vendor management solutions, enabled by the Technology, to assist Client in procuring, and administering the procurement of, staffing services. Nothing in this Agreement shall be interpreted to preclude Client from contracting directly with any health care staffing agency.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the parties mutually agree as follows:

1. DEFINITIONS

(a) Capitalized terms not otherwise defined herein will have the following meanings for purposes of this Agreement.

(i) "Covered Services" will mean the vendor management solutions, processes, and services that Medefis will provide under this Agreement and as specified in Exhibit B. Covered Services do not include Contracted Services.

(ii) "Work Order" will mean each request for a Temporary Placement Candidate made by Client under this Agreement.

(iii) "Contracted Services" will mean the professional services provided by SV Providers to Client, as secured through Work Orders.

(iv) "Administrative Fee" will mean the fee owed by SVs to Medefis for providing Covered Services.

(v) "Facility" will mean each healthcare facility listed in Exhibit A, or subsequently added as agreed upon by the parties, for which Client will be financially responsible under this Agreement.

(vi) "SV" will mean any Client-approved and Medefis-approved staffing agency that, pursuant to this Agreement, submits a Temporary Placement Candidate for consideration for a Temporary Placement.

(vii) "SV Agreement" will mean each agreement executed between Client and an SV for the provision of temporary staffing services, which will include any and all Client-specific terms, conditions, and requirements for any Temporary Placement thereunder, and which will be uploaded to the Technology.

(viii) "SV Provider" will mean any healthcare professional or administrative personnel employed by, or engaged as an independent contractor of, an SV and assigned to perform Contracted Services for Client pursuant to an SV Agreement.

(ix) "Candidate" or "Temporary Placement Candidate" will mean any healthcare professional or administrative personnel who is presented to Client by an SV, in response to a Work Order, for consideration to provide Contracted Services for Client as an SV Provider.

(x) "Temporary Placement" will mean each assignment of an SV Provider to perform Contracted Services at a Facility under this Agreement.

2. THE PARTIES' RIGHTS, DUTIES, AND OBLIGATIONS

(a) Scope of Services

(i) Work Orders. Pursuant to the terms of this Agreement, Client provides Medefis with the right to distribute, and seek the submission of Candidates to fill, Work Orders for Temporary Placements at a Facility during the term of this Agreement. If Client submits to Medefis a Work Order seeking a Candidate in a given job category or classification (e.g., Registered Nurse or Respiratory Therapist) at a given Facility, then Medefis shall have the exclusive right to distribute, and seek the submission of Candidates to fill, that Work Order and all other Work Orders seeking Candidates in that job category or classification at that Facility, and Client shall not submit any of these Work Orders (or duplicates of any of these Work Orders) to staffing agencies, service providers, or platforms other than Medefis, unless Client is unable to fill, within a reasonable amount of time, such a Work Order through Medefis, in which case Client may submit the Work Order to a company that is not an SV that had access to the Work Order through the Technology.

(ii) If, during the term of this Agreement, Client engages, utilizes, or otherwise secures Covered Services through any agency, service, company, or provider other than an approved SV, or through means other than the Technology, Client will immediately notify Medefis of its use of such other means.

(iii) Go-Live. Medefis will begin providing Covered Services hereunder, following Medefis's implementation process, on a date to be mutually agreed to in writing by the parties (the "Go-Live Date").

(iv) Covered Facilities. This Agreement includes Work Orders for each Facility listed in Exhibit A. Medefis will include the list of all Facilities within the Technology. Client will notify Medefis in writing (e-mail to an appropriate Client representative is sufficient without amendment to this Agreement) of any facility that becomes a

Facility (as defined herein) after the Effective Date. If such a new Facility is approved by Medefis, the Go-Live Date for Work Orders at such Facility will be a date mutually agreed upon in writing (e-mail to an appropriate Client representative is sufficient) by the parties, to enable Medefis sufficient time for implementation.

(v) Medefis will assign a program manager and account managers to exclusively serve as points of contact for Client, and such program manager and account managers will be reasonably available to respond promptly to Client questions and requests pursuant to this Agreement. In addition, Medefis will provide 24/7 customer support.

(b) Staffing Processes and Procedures

(i) Selection of SV Network. Client will have full discretion to choose to use, or refrain from using, any SV in Medefis's pre-approved network of SVs.

(ii) SV Staffing Terms. Client will not modify the terms applicable to any confirmed Work Order, including but not limited to the bill rate, on-call rate, minimum work week, etc., without ensuring that any changes, and related data or information, are properly captured in the Technology, or notifying Medefis and soliciting its assistance to ensure that such changes, and related data or information, are properly captured in the Technology.

(iii) Selection of Candidates.

A. Position Requirements. For each Temporary Placement position for which it seeks Candidates, Client will post in the Technology a Work Order, which will list, among other things, Client's requirements for the position in accordance with Exhibit C hereto, including, without limitation, required training, credentials, specialty, work authorization, availability, licenses (the "Position Requirements").

B. Client Review of Candidates. It is Client's sole responsibility to select or reject a Candidate for a Temporary Placement with Client. Thus, it is Client's sole responsibility to decide whether a Candidate is suitable and qualified for such a position, by determining whether the Candidate meets the Position Requirements. Client will be responsible for verifying the accuracy and completeness of all information provided by the SV, via the Technology, regarding any Candidate.

C. Client Feedback. Client understands and agrees that Client's ability to procure staffing services under this Agreement depends in part on Client's providing feedback on Candidates in a reasonable time. Therefore, Client agrees that, within forty eight (48) hours of being presented with a Candidate via the Technology, Client will review the candidate, including as described in subsection 2(b)(iii)(B) above, and advise the applicable SV, by updating the process status in the Technology, if it wishes to further engage with the Candidate for purposes of considering the Candidate for a Temporary Placement.

- D. Candidate Rejection. Client has the right, within its sole discretion and at any time and for any lawful reason, to reject any Candidate submitted by an SV for failing to meet the Position Requirements.
 - E. No Discrimination. Client will not select or reject a Candidate for a discriminatory reason, including the Candidate's national origin, race, color, religion, sex, age, disability, genetic information, marital status, veteran status, or any other protected classification.
- (iv) No Staffing Services. It is expressly understood and agreed by Client that Medefis does not provide staffing services, nor does it employ healthcare professionals or administrative personnel placed to provide Contracted Services under this Agreement. Medefis shall not be liable for the acts or omission of SVs, SV Providers, or Candidates. Rather, Client will secure Candidates during the term of this Agreement from approved SVs pursuant to a Work Order within the Technology or as otherwise agreed in writing by the parties.
- (v) Medefis represents and warrants that the Covered Services will be performed in accordance with this Agreement.

3. FEES AND COSTS

- (a) Client will have the right to use the Technology, and will receive Covered Services, at no additional cost, except to the extent set forth in Exhibit B hereto.
- (b) Rates for Temporary Placement services. Client agrees to pay for Contracted Services pursuant to this Agreement, plus all applicable federal, state, and local taxes which may be due and payable with respect thereto, including, but not be limited to, sales/use tax, excise tax, and gross receipts tax. Client acknowledges that Medefis will not pay or reimburse any federal, state, or local taxes (exclusive of taxes on Medefis's net income) and assessments arising on or measured by any amounts payable to Medefis under this Agreement.
- (c) Administrative Fee. Client acknowledges and agrees that Medefis shall be entitled to an Administrative Fee as consideration for the Covered Services. Such Administrative Fee, typically calculated as a percentage of the amount owed by Client for Contracted Services, shall be paid by SVs to Medefis, or deducted by Medefis from amounts owed to SVs for Contracted Services, pursuant to the terms of this Agreement or an SV Agreement.
- (d) Billing. Unless Client elects to receive Billing Services pursuant to Exhibit B hereto, (a) SVs shall bill Client for, and Client shall pay each SV for, Contracted Services; (b) Medefis shall have no duties or obligations with respect to the billing of, and payment for, Contracted Services; and (c) Medefis shall bill each SV directly for all Administrative Fees, which shall be due and payable by the relevant SV pursuant to the terms of this Agreement or an SV Agreement.

4. THE TECHNOLOGY

- (a) Client Use of the Technology.

- (i) VMS Platform Access. Pursuant to the terms of this Agreement, and provided that Client is not in breach or threatening breach of this Agreement, Medefis will make available to Client the Technology, as Covered Services.
- (ii) Purpose of Client Use. Client will utilize the Technology to assist in the procurement of staffing services under the Agreement, pursuant to the following terms.

(b) License Grant and Limitations

- (i) Medefis grants to Client a non-transferable and non-exclusive right and license to access the Technology from its servers and use the executable code version of the Technology (the "License"). No right is given to Client or any third party to directly or indirectly copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any Medefis software included in the Technology (including source and object code) or to directly or indirectly sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Technology. Client shall not allow any third party to access the Technology other than authorized users within Client's organization. Client agrees not to modify the Technology in any manner or form, or to use modified versions of the Technology, including, without limitation, for the purpose of obtaining unauthorized access to the Technology.
- (ii) Limitations. The Technology is licensed, not sold. All rights not expressly granted herein are reserved by Medefis. Further, Client agrees not to copy, market, or distribute the Technology.

(c) Termination of the License.

- (i) Grounds for Termination. The License is effective until terminated by Medefis upon written notice. Medefis may terminate the License: (a) immediately for a material breach of the terms of the License that Client fails to cure within fifteen (15) days of Client's receipt of such notice; or (b) upon termination or expiration of this Agreement between Client and Medefis pursuant to its terms.
- (ii) Effect of Termination. Upon termination or expiration of the License for any reason: (a) Client's right to use the Technology will terminate immediately and without notice, and the License granted to Client under this Agreement will become null and void, but all provisions of this Section 4, except the License grant in subsection (b), will survive termination and continue in effect; and (b) Client shall destroy any back-up copies of the Technology in its possession.

(d) Proprietary Rights. Except as expressly provided for in Section 4(b) of this Agreement, Medefis and/or its licensors retain any and all right, title and interest in and to the Technology. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of Medefis. Client receives no rights to and will not sell, assign, lease, market, distribute, transfer, encumber or suffer to exist any lien or security interest on any aspect of the Technology, nor will Client take any action that would cause any aspect of the Technology to be placed in the public domain.

(e) Client Data Access. Client is responsible for its Client-submitted data, and Client grants Medefis a non-exclusive and non-transferable license to access the content, records or other data that Client uploads to the Technology or transmits to Medefis for the purpose of performing its duties and obligations under this Agreement. Any Client request for any manual deviation from or customizations to the Technology requires approval of Medefis and may give rise to additional charges to be agreed upon in writing by the parties.

(f) Activity in the Technology. Client represents and warrants that it will not engage in any activity within the Technology: (a) that is, or involves the transmission of information that is, false, fraudulent, inaccurate or misleading; (b) that infringes or is likely to infringe upon any third party's copyrights, patents, trademarks or service marks, trade secrets or any other proprietary right of any kind; (c) that violates any law, statute, ordinance or regulation; (d) that is, or involves the transmission of information that is, defamatory, libelous, threatening or harassing; or (e) that causes or is likely to cause the transmission of viruses of any kind (including, but not limited to, "trojan horses", "worms", "time bombs", "cancelbots") or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

(g) Export. This Agreement is subject to all applicable export restrictions. Client may not export or re-export the Technology to a national of a country that is prohibited under U.S. law without a license or a license exception from the U.S. Department of Commerce nor otherwise violate any provision of U.S. export laws.

(h) Government Use. The Technology is a "commercial item" as that term is defined in 48 C.F.R. 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.1 through 227.7202.4, all U.S. Government end users acquire the Technology with only those rights set forth therein.

(i) Technology Warranties. Except as otherwise set forth herein, Medefis warrants that (a) Medefis is the sole owner of the Technology or otherwise has full power and is authorized to license the Technology; (b) the Technology contains commercially-reasonable safeguards and security features to prevent security breaches and/or unauthorized users from gaining access to the Technology and/or Client's Confidential Information thereon; (c) no illicit code has been coded or introduced into the Technology; (d) to the best of Medefis' knowledge without independent inquiry, the Technology does not infringe upon the patent, copyright, database right, trademark rights or other rights of any third party or misappropriate the trade secret or other intellectual property rights of any third party (the "Technology Warranties").

(j) The Technology is protected by the United States Copyright Law and International Treaties. Unauthorized reproduction and distribution is subject to civil and criminal penalties. © 2011 - 2019 - Medefis.

5. TERM AND TERMINATION

(a) Term. This Agreement will commence on the Effective Date reflected on the first page of this Agreement, will continue in effect for an initial term of 6 months, and will automatically renew on a monthly basis thereafter.

(b) Termination Without Cause. At any time, either party may give written notice that it is terminating the Agreement without cause, and the termination will be effective ninety

(90) days after the non-terminating party's receipt of such notice. Upon termination, all further obligations under this Agreement will cease, except as specifically provided otherwise herein.

(c) Termination for Cause. At any time, either party may immediately terminate this Agreement for Cause, as defined herein. "Cause" will mean as any act, omission, misrepresentation, or transgression, which expressly disagrees with, disregards or fails to meet any of the provisions set forth in this Agreement, including its Exhibits, amendments, addenda, and any other documents incorporated by reference herein, which remains uncured fifteen (15) days after receipt of notice from the non-breaching party specifying such Cause ("Cure Period"). In the event that Client is engaged or has engaged in conduct that would constitute Cause following expiration of the Cure Period or otherwise is in breach of or threatening breach of any of the terms, obligations or conditions of this Agreement, during the Cure Period, Medefis may immediately take any of the following actions:

- (i) limit or suspend Client's access to or activity on the Technology;
- (ii) immediately remove or suspend any Work Orders posted by Client to the Technology;
- (iii) notify other SVs and approved Website users that Medefis has taken such action; and/or
- (iv) suspend this Agreement and/or all of Client's rights hereunder.

(d) Termination for Bankruptcy. This Agreement will immediately terminate if Client files a petition in or for bankruptcy, reorganization, an arrangement with creditors, or otherwise is unable to pay its debts.

6. AUDIT AND PAYMENT ADJUSTMENT

(a) Audit by Client. Medefis agrees to maintain accounting records in accordance with generally accepted accounting principles necessary to disclose the basis for any charges, ordinary or extraordinary, charged to SVs and/or Client under this Agreement, and will make them available for examination and audit by Client and/or their respective agents no more than once annually for a period up to three (3) years after receipt by Medefis of final payment under this Agreement for records included in the three years prior to such audit request. Client will have the right to review and/or audit such records during normal business hours upon reasonable notice to Medefis.

(b) Government Records Access. In addition, to the extent required by Section 1861(v)(1)(I) of the Social Security Act, each of the parties will, upon proper request, allow the United States Department of Health and Human Services, the Comptroller General of the United States and their duly authorized representatives access to this Agreement and all books, documents, and records necessary to verify the nature and extent of the costs of services provided under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement.

(c) Audit by Medefis. No more than once every one hundred and eighty days (180) days, upon fifteen (15) days prior written notification received by Client, Client will permit Medefis or its designated agent to conduct an audit of Client's books and records relating to orders,

invoices, and payments made regarding the Client's purchases of any related services, the type and scope of which is governed under this Agreement.

7. CONFIDENTIALITY AND NONDISCLOSURE

(a) Definition. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information, regardless of the format in which it is provided, of either party or any third party, whether or not marked "confidential" or "proprietary" or specifically identified at the time of the disclosure as confidential or proprietary. Information and data, whether written or oral, that is designated by the disclosing party as confidential will be presumed to be Confidential Information by the receiving party. Confidential Information will include, without limitation, the disclosing party's trade secrets, methodologies, business plans, data, cost and price data, marketing information, software, computer and telecommunications systems, memoranda, papers, letters, e-mail, notes, plans, documentation, records, and all copies thereof, relating to the existing or planned business or technology of the disclosing party, and any software in source code or object code form, processes, specifications, or data developed in connection with this Agreement. Any information and data that Client, Medefis, or any third-party inputs into the Technology or that is generated by the Technology is Confidential Information.

(b) General Nondisclosure Obligations. Each party must use commercially reasonable efforts to hold and safeguard the other party's Confidential Information in confidence. Confidential Information may only be used for exercising rights and fulfilling obligations under this Agreement or for the provision of other professional services by Medefis or Client. Each party will retain ownership of its Confidential Information. Each party acknowledges that the disclosing party may suffer irreparable damage upon the receiving party's breach of this Section and that such damages may be difficult to quantify.

(c) Exceptions to Nondisclosure Obligations. The obligations in this Section 7 do not apply to information that was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party; or that is or becomes a matter of public knowledge through no fault of the recipient; or that is rightfully received by the recipient from a third party without a duty of confidentiality; or that is independently developed by the recipient without reliance on Confidential Information; or that is disclosed under operation of law; or that is disclosed as non-specific, aggregated data not uniquely identifiable to Client. Either party may disclose the name of the other party and the existence of this Agreement, but not its terms, without the written consent of the other party.

(d) Personal Health Information ("PHI") Storage. Client agrees that it will not provide protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (collectively, "HIPAA"), to Medefis nor will Client enter PHI into the Technology. Medefis will not store, and will not be asked to store, PHI on any laptop computer, desktop computer, or other removable electronic media.

8. RELATIONSHIP OF PARTIES

(a) Independent Contractors. It is expressly understood and agreed that Medefis, Candidates, and Client are and will at all times be independent contractors with respect to each other, and nothing in this Agreement will result in the parties being deemed agents, employees, partners or joint ventures of the other. No party hereto will have the authority

to make any statements, representations or commitments of any kind, or bind, commit or otherwise obligate the other party in any manner whatsoever. Each SV Provider furnished hereunder will be an employee or independent contractor of the approved SV as defined by federal and state taxing authorities and at no time will be considered an employee or independent contractor of Medefis.

9. NON-SOLICITATION

(a) Except to the extent prohibited by law, during the term of this Agreement and for a period of six (6) months following the termination of this Agreement each party (the "Unaffected Party") agrees not to directly recruit or otherwise solicit, or attempt to solicit, any corporate employee(s) of the other party (the "Affected Party") who performed work relating to this Agreement, except with the Affected Party's prior written consent. For the purposes of this Section, solicitation will not include general advertising activities.

(b) Remedies. The Unaffected Party understands, acknowledges and agrees that the restrictions contained in this Section 9 are reasonable and necessary to protect the legitimate interests of the Affected Party; that any violation of the restrictions contained in this Section 9 would cause substantial injury to the Affected Party, some of which cannot be remedied at law; and that the Affected Party would not have entered into this Agreement without receiving the additional consideration of Unaffected Party binding itself to the restrictions contained in this Section 9. In the event of any violation of the restrictions contained in this Section 9, the Affected Party will be entitled, in addition to any other available remedy, to preliminary and permanent injunctive relief.

10. INDEMNIFICATION, DISCLAIMERS & LIMITATION OF LIABILITY

(a) Medefis agrees to indemnify, defend and hold harmless Client, its officers, directors, employees and affiliates harmless from and against all liabilities, losses, damages, costs, expenses (including attorney fees and expenses), causes of action, suits, claims, demands and judgments of any nature to the extent resulting from third-party claims or allegations that the Technology or the use thereof infringes a third party's intellectual property rights.

(b) Disclaimers. Client acknowledges and agrees that Medefis is not in any way involved in or responsible for providing the actual staffing services or Candidates to Client. Client acknowledges and agrees that Medefis does not have any control, directly or indirectly, over the quality or qualifications of Candidates; or the quality, safety, or legality of the Contracted Services, patient care, or other work performed by SV Providers; or the accuracy of the information provided by SVs to Client regarding Candidates or other matters, including information entered into the Technology. All information contained in an SV submission (the "SV Information") through the Technology is provided on an "as-is, where-is" basis, and Medefis makes no representations or warranties of any kind AND DISCLAIMS ALL LIABILITY with regard to the SV Information set forth in the submission or otherwise entered into the Technology by Client or an SV, or with regard to the quality of the services offered by any SV, or SV Provider. The Technology and Covered Services are provided on an "as-is, where-is" basis without any warranty or condition, express, implied or statutory. Medefis, its officers, directors, shareholders, and employees expressly disclaim any implied warranties of merchantability or fitness for a particular purpose. Medefis assumes no liability for the results of any form agreements offered to Client or an SV for use as an SV Agreement. Client's use of any form agreement (including any Client modification thereof) constitutes Client's express waiver of any claim of detrimental reliance on Medefis, its employees, agents, successors and assigns.

(c) **LIMITATION OF LIABILITY.** In no event will Medefis be liable for any indirect, special, exemplary, incidental, consequential or punitive damages, or lost profits or value (regardless of how characterized) and such party has been advised of the possibility thereof under or in connection with this Agreement regardless of the form or action (whether based upon principles of contract, tort, negligence, strict liability, statutory liability or otherwise).

11. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS

(a) **Changes.** Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of scope of work. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Agreement if both parties approve in writing.

(b) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. Medefis will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(c) **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Medefis, or any other party pertaining to any matter resulting from the Agreement.

(d) **Program Fraud and False or Fraudulent Statements or Related Acts.** Medefis acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Medefis' action pertaining to this Agreement.

(e) **Clean Air Act.** Medefis agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Medefis agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Medefis agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(f) **Federal Water Pollution Control Act.** Medefis agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Medefis agrees to report each violation to the Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Medefis agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(g) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Medefis is required to verify that none of Medefis' principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Medefis must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Client. If it is later determined that Medefis did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(h) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). The contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Enclosed as Exhibit C is a copy of the Certification Regarding Lobbying, 44 C.F.R. PART 18, that will be signed and submitted by Medefis at the execution of this Agreement.

12. MISCELLANEOUS

(a) Force Majeure. Excluding Client's payment obligations, neither party will be liable for any delay or failure to perform as required by this Agreement to the extent that such delay or failure to perform is caused by circumstances reasonably beyond either party's control, including without limitation labor disputes, accidents, any law, order or requirement of any governmental agency or authority, civil disorders or commotions, acts of aggression, fire or other casualty, strikes, acts of God, explosions, or material shortages. Performance time will be considered extended for a period of time equivalent to the time lost because of any such delay or failure to perform; however, in any event, where such extension of time exceeds thirty (30) days either party may terminate this Agreement.

(b) Severability. In the event that any of the provisions of this Agreement are held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

(c) Waiver. The failure of a party to enforce at any time the provisions of this Agreement will not be construed as a waiver of any provision of this Agreement, or of the right of such party thereafter to enforce each and every provision of this Agreement.

(d) Order of Precedence. In the event of any inconsistency in or conflict among the document elements of this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

- (i) Attachment C-1 (if present)
- (ii) Attachment C-2 (if present)
- (iii) Attachment C-3 (if present)
- (iv) Attachment C-4 (if present)
- (v) Exhibit C
- (vi) Exhibit B
- (vii) Exhibit A
- (viii) This Agreement

(e) Entire Agreement. Unless otherwise set forth in this Agreement, this Agreement, including Exhibits and all applicable Work Orders contain the entire agreement between the parties with respect to the subject matter hereof, supersedes all agreements and understandings between the parties concerning the subject matter hereof, and will take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. This Agreement cannot be altered or modified except in writing, signed and mutually agreed to by duly authorized representatives of both parties.

(f) Assignment. Neither party may assign this Agreement, or delegate any rights or obligations under this Agreement, without the prior written consent of the other party, and such consent will not be unreasonably withheld, other than in connection with an acquisition of all or substantially all of such party's business, stock or assets by merger, sale or otherwise, and any attempt to do so will be void.

(g) Compliance With Laws.

(i) Each party will, at its own expense, comply with all applicable laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer which will impose any duty upon that party regarding the performance under this Agreement. Client represents and warrants that it has obtained and will keep current all licenses, permits and authorizations necessary to utilize SV Providers in accordance with applicable law, rules and regulations. Client acknowledges that Medefis is not a health care provider or licensed home health agency.

(ii) Each party represents and warrants to the other party that (i) it has obtained and will keep current all licenses, permits and authorizations to conduct its business and allow the performance of this Agreement and the services contemplated hereunder; (ii) it is lawfully organized and in good standing in the State in which its principal office is located; (iii) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (iv) the person executing this Agreement and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of such party and is not subject to any contractual or other legal impediment, which would restrict, impair or prevent either party from performing all obligations under this Agreement.

(iii) If Medefis provides to Client a copy of a Consumer Report and/or an Investigative Consumer Report (as these terms are defined under The Fair Credit

Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act")), including, without limitation, an employment or education verification report, a criminal history report, or a credit report ("Report"), Client, as a "user" of such a Report, certifies that information in the Report will only be given to another "person" or "user" in a manner that complies with the Act, such that any such "person" or "user" must agree (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Act, which can be found online at: www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf. Client will also have in place procedures to properly dispose of records containing this information in compliance with the Act and other applicable state and federal law. Client further certifies that it will not use any information contained in the Report in violation of any applicable federal or state privacy or equal employment laws or regulations

(h) Governing law / Jurisdiction / Venue / Attorneys' Fees. The laws of the State of California will govern the validity and interpretation of any term(s) or provision(s) of this Agreement or of the rights and duties of the parties without regard to California's principles of conflict of law. Each party agrees to submit to the jurisdiction of the courts of the State of California with respect to any action arising out of this Agreement. Venue for all actions arising out of this Agreement will be in Sacramento County, California. In any and all actions at law or equity arising out of this Agreement, the prevailing party will be entitled to reasonable and necessary attorneys' fees and costs in addition to any other relief to which it may be entitled.

(i) Headings. The headings of the paragraphs of this Agreement are inserted solely for the parties' convenience, and in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement, or of any term or provision hereof.

(j) Survival of Obligations. Obligations under this Agreement which by their nature would continue beyond the termination of this Agreement will survive termination of this Agreement.

(k) Notices. Any notice or communication under the terms of this Agreement will be in writing and will be given or made by hand delivery, confirmed facsimile, U.S. mail or overnight express carrier addressed to the respective parties as follows:

To Medefis: Medefis, Inc.
2121 N 117th Ave. Suite 200
Omaha, NE 68164
Attn: Eric Christenson
Email: ericc@medefis.com

With a copy to:

Medefis, Inc.
Attn: Medefis Legal Counsel
12400 High Bluff Drive
San Diego, CA 92130

To Client: Jen Hill
California Dept. of Public Health
Center for Health Care Quality
1616 Capitol Avenue, MS 3202
Sacramento, CA 95814
Email: Jennifer.Hill3@cdph.ca.gov

Such notice or communication will be deemed to have been given or made (1) if by hand, upon receipt thereof; (2) if by confirmed facsimile, the confirmed date of transmission; (3) if by overnight express carrier, upon such delivery; and (4) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested. The above addresses may be changed at any time by giving prior written notice as provided above.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

(m) 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.

(n) Use of Client Name. Medefis may use Client's name and trademark in any public relations document, including external marketing materials, upon review and approval by Client prior to its release. Client agrees that time is of the essence and Client's approval will not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

Client:

By: Tim Bow

Name: Timothy Bow

Title: Procurement Officer Emergency Ops

Date: April 7, 2020

Medefis, Inc.

By: Eric Christenson

Name: Eric Christenson

Title: President

Date: 4/6/2020

EXHIBIT A
APPROVED FACILITIES

APPROVED FACILITIES AND CONTACT INFORMATION

Following is a list prepared by Client of contact information for each Facility,
as defined in the Agreement.

APPROVED FACILITY		APPROVED FACILITY		APPROVED FACILITY	
Facility Name:		Facility Name:		Facility Name:	
Address:		Address:		Address:	
City, State, Zip		City, State, Zip		City, State, Zip	
Main Number:		Main Number:		Main Number:	
STAFFING CONTACT		STAFFING CONTACT		STAFFING CONTACT	
Name:		Name:		Name:	
Title:		Title:		Title:	
Direct Dial:		Direct Dial:		Direct Dial:	
Email:		Email:		Email:	
STAFFING MANAGER		STAFFING MANAGER		STAFFING MANAGER	
Name:		Name:		Name:	
Title:		Title:		Title:	
Direct Dial:		Direct Dial:		Direct Dial:	
Email:		Email:		Email:	
FINANCE CONTACT		FINANCE CONTACT		FINANCE CONTACT	
Name:		Name:		Name:	
Title:		Title:		Title:	
Direct Dial:		Direct Dial:		Direct Dial:	
Email:		Email:		Email:	

EXHIBIT B

ADDITIONAL SERVICES

The following additional services are offered by Medefis, provided however, Client must specifically request any such services in writing designated by Client initials in the Selected VMS Service Lines table set forth below and executing this Exhibit B:

1. PRE-SCREEN SERVICES

- (a) If requested by Client pursuant to Section 7 below, Medefis will review and pre-screen Temporary Placement Candidates submitted in response to a Work Order and forward to Client only Candidates that meet Client's legally-permissible Position Requirements ("Pre-Screen Services"), in accordance with the following procedures:
- a. Client will provide Medefis a criteria template for pre-screening Candidates based on Client's minimum qualifications. Minimum qualifications may include a candidate's specific past experience (including the acuity level of facilities at which the Candidate worked), years of overall experience, availability, and degree of commitment. Minimum qualifications may not include background screenings, health or drug tests, clinical skills, or other credentialing requirements.
 - b. Medefis will pre-screen Candidates with regard to Client's minimum qualifications by phone. Candidates that appear to meet the minimum qualifications will be forwarded to a manager designated by Client for final evaluation. Client will interview the Candidates to make a clinical evaluation and any other evaluation necessary to make the final determination as to whether the Candidate is a suitable match to perform the Contracted Services requested by the applicable Work Order. In all cases, Client will have sole and final authority to select or reject a given Candidate. Neither Medefis nor its representatives will make a clinical evaluation of any Candidate. Any offer of an assignment to a Candidate will be made by Client (typically using the Technology). Medefis specifically disclaims any fitness for a particular purpose of any Candidate or SV Provider.

2. CREDENTIAL ACCESS SERVICES

- (a) If requested by Client pursuant to Section 7 below, Medefis will provide the option for SVs to upload to the Technology documents and information relating to Client's Position Requirements ("Credential Access Services"), in accordance with the following procedures:
- a. SVs are responsible for uploading to the Technology all documents and information relating to Client's Position Requirements for each Candidate or SV Provider.
 - b. Prior to the start of each Temporary Placement and for the duration of each Temporary Placement, Client shall be solely responsible for verifying the accuracy and completeness of all documents and information provided by an SV regarding Candidates or SV Providers. Client and SV bear full responsibility for ensuring that any documentation requested, submitted, or inputted into the Website is legally permissible and may be shared with Medefis. Medefis makes no representation or warranty and specifically disclaims any responsibility for the accuracy, authenticity, or validity of credentialing information or documentation submitted by SV.

- c. The fee for Credential Access Services, if applicable, shall be broken out separately on the Medefis Master Invoice or invoiced separately and shall be paid by Client in accordance with the terms of the Agreement and this Exhibit B.

3. CREDENTIAL MANAGEMENT SERVICES

- (a) If requested by Client pursuant to Section 7 below, Medefis will verify whether all required documents and information for a given Candidate have been submitted within the Technology product by the applicable SV in accordance with Client's minimum requirements (as defined in Section 1(a) of this Exhibit B), to the extent permitted by and subject to applicable law ("Credential Management Services"), in accordance with the following procedures:
 - a. A copy of the documents and information submitted by an SV will be maintained in the Technology, where Client may view such materials, as permitted under applicable law. In situations where documents cannot be obtained or cleared before a Temporary Placement's start date, Medefis will consult with Client for a possible exception to Client's requirements or work with Client to make other arrangements to clear the documentation. In all cases, Client shall have sole and final authority to make all credentialing decisions, including determining whether it has all needed documentation with respect to a particular Candidate. In any case where Client is not available or otherwise is unable to make such a decision, attempts will be made to move the Temporary Placement's start date until such time as Client has made the decision.
 - b. Prior to the start of each Temporary Placement and for the duration of each Temporary Placement, Client shall be solely responsible for verifying the accuracy and completeness of all documents and information provided by an SV regarding Candidates or SV Providers. Client and SV bear full responsibility for ensuring that any documentation requested, submitted, or inputted into the Website is legally permissible and may be shared with Medefis. Medefis makes no representation or warranty and specifically disclaims any responsibility for the accuracy, authenticity, or validity of credentialing information or documentation submitted by SV.
 - c. The fee for Credential Management Services, if applicable, shall be broken out separately on the Medefis Master Invoice or invoiced separately and shall be paid by Client in accordance with the terms of the Agreement and this Exhibit B.

4. CONTRACT ADMINISTRATION SERVICES

- (a) If requested by Client pursuant to Section 7 below, Medefis will assist with the collection of copies of SV Agreements, certificates of insurance, and W-9 Forms ("Contract Administration Services"), in accordance with the following procedures:
 - a. Medefis will retain electronic copies of all relevant documents within the Technology.
 - b. Client shall remain responsible for negotiating any changes to SV Agreements directly with the relevant SV.
 - c. Client agrees that it will provide Medefis prompt written notice in the event Client terminates its SV Agreement with or disassociates itself from any participating SV

and intends that such SV no longer have access to Client's information and orders within the Technology. Unless Medefis receives such written notice from Client, Client shall hold harmless and release Medefis from any and all claims, damages and liabilities related to any participating SV's continued access to Client's information within the Technology.

5. BILLING SERVICES

(a) Medefis offers, if requested by Client pursuant to Section 7 below, billing services, which will include, but not necessarily be limited to, the following: receiving and organizing time cards from the SV; reviewing time cards for consistent billing practices and charges ensuring that SV billings are linked to the terms in the Work Order; delivering one (1) single, master invoice (the "Master Invoice") to Client with the Master Invoice for payment by the appropriate Facility and/or department or cost center (collectively these services are referred to as the "Billing Services").

(b) If Client elects to receive Billing Services, Section 3(d) of the agreement to which this Exhibit is attached shall not apply, and the processes and procedures set forth in this Section 5 shall apply.

(c) Client shall provide Medefis with a list of cost centers, departments, units and/or other descriptive information intended to permit Medefis to appropriately categorize billing information.

(d) Bill rates for all SV Providers assigned to Client ("Bill Rate") shall be set forth in and governed by the terms of the confirmed Work Order, and each Work Order is hereby incorporated herein by reference. Such Bill Rates shall include the amount and terms of any variations of the Bill Rate such as incentive rates, overtime rates, critical need rates, on-call rates, and charge rates; and shall be "all-inclusive," meaning they include recruitment expenses, housing expenses, vacation expenses, transportation expenses, per diem expenses, benefits, and all SV Provider Compensation. Such Bill Rates may not include, however, certain other charges that are payable by Client under the terms of the applicable Work Order, such as mileage reimbursements for home health workers or individual expenses as agreed upon for locum tenens providers. The Bill Rates set forth in the Work Order may not be modified unless documented in the confirmation page on the Website and agreed to by both parties.

(e) Master Invoice policies and processes. The following procedure will be undertaken with respect to creating a Master Invoice, and payment of a Master Invoice:

(i) Work Order Confirmation. Upon the acceptance of a Work Order from the Website, an electronic confirmation (the "Confirmation") will be provided to both the Client and the successful SV. All payment calculations will be based upon the information set forth in the Confirmation. Client is obligated to notify Medefis of any errors set forth in the Confirmation within twenty-four (24) hours of receipt of the Confirmation.

(ii) Workweek. The work week shall begin _____ and end the following _____ (a "Pay Week").

(iii) Timesheet Approval, Submission, and Verification.

- i. Paper timesheets/Submission by SVs. In cases where paper timesheets are used, the following processes and procedures shall apply:
 1. Approval. By no later than each Monday at noon CST, Client will review and approve all such timesheets submitted by SV Providers for the performance of Contracted Services during the Pay Week. Client recognizes that it is the Client's duty and obligation to review timesheets for accuracy and completeness before approving (by signature or otherwise) the timesheets, and a Client representative's approval (by signature or otherwise) of the timesheets is verification of their accuracy and completeness, and constitutes authorization for Medefis to bill Client for the hours worked by the relevant SV Providers as reported on such timesheets. Any and all required adjustments, corrections or changes to a timesheet shall be made prior to such approval.
 2. Submission. Once the timesheets are submitted to the applicable SVs, by the SV Providers or Client, the SVs will submit to Medefis, pursuant to the terms of an agreement between each such SV and Medefis, time records identifying: (1) each SV Provider that provided Contracted Services during the Pay Week; (2) the hours worked for each SV Provider; (3) the "all-inclusive billing rate" (as defined below and consistent with the Work Order) for such work; (4) documentation of any additional expenses that are payable by Client under the terms of the applicable Work Order or Confirmation; and (5) copies of the SV Provider's time records. If Medefis does not receive all of this information, Medefis may not process the SV Providers' hours worked until the following week (provided the information has by then been submitted to Medefis). Submission of Client-approved time records to Medefis by an SV authorizes Medefis to bill Client for the hours worked by the relevant SV Providers.
 3. Verification. Medefis shall compile the Pay Week time records submitted by each SV, and prepare and submit a Master Invoice to Client by each Friday, 5:00PM CST, via authorized email address or other electronic means. In the event that Medefis determines that any Pay Week time records do not appear accurate or Client-approved, Medefis shall return the Pay Week time records to the SV with an explanation of the discrepancy.
- ii. Electronic timekeeping/Submission by Client. In cases where an electronic timekeeping system is used, the following processes and procedures shall apply:
 1. Approval and Submission. By no later than each Monday at noon CST, Client will submit directly to Medefis, in the form of either a spreadsheet or individual PDF's, time records for the performance of Contracted Services by SV Providers during the Pay Week identifying: (1) each SV Provider that provided Contracted Services during the Pay Week; and (2) the hours worked for each SV Provider. Submission of time records to Medefis by Client (1) certifies that Client has reviewed the time records for accuracy and completeness; and (2) authorizes Medefis to bill Client for the hours worked by the relevant SV Providers.
 2. Verification. Medefis shall compile the Pay Week time records submitted by Client, and prepare and submit a Master Invoice to Client by each Friday, 5:00PM CST, via authorized email address or other electronic means.

- (iv) Discretionary Reporting. Along with the Master Invoice, at Client's request, Medefis will submit any summary statements (in a format as reasonably required by Client) to an authorized Client representative or other person as designated by Client.
- (v) Payment Terms. Payment terms are net ten (10) days from the Master Invoice date. If Client fails to pay all outstanding balances by this deadline, Medefis shall provide written notice ("Failure Notice") to Client of such failure (email is sufficient). If Client fails to pay all outstanding balances within ten (10) days from the date of this Failure Notice, such outstanding balances shall be subject to a late payment charge of one-and-one-half percent (1.5%) per month, which calculates to 18 percent (18%) per year; however, the rate shall be adjusted accordingly to comply with the maximum legal allowable limit. Client acknowledges and agrees to be responsible for payment of any late fees, interest or other charges that may be charged under this Amendment for any late payment by Client. Client acknowledges and agrees that its obligation to pay Medefis under the terms of this Agreement is separate and distinct from its ability to collect payment from its patients, Medicare, Medicaid, and/or any other insurance program or responsible party. If payment for services is not timely received within ten (10) days from the date of a Failure Notice, Medefis may terminate this Agreement immediately. Terminating services under this provision of the Agreement by Medefis does not in any way relieve Client of its obligation to pay Medefis all amounts owed. Within ten (10) business days after receiving payment from Client, Medefis shall make pass-through payment to applicable SVs. Medefis shall not have any obligation to pay any SV unless Medefis receives complete payment from Client.
- (vi) Invoice Dispute. The parties to this Agreement understand and agree that from time to time certain adjustments on any invoicing hereunder may occur related to services and prior invoicing due to communication delays, clerical errors, and the like. Each of the parties hereto agrees that each party shall use commercially reasonable efforts to minimize the magnitude of such adjustments, which may result from any number of factors beyond the reasonable control of the parties hereto. In the event that Client asserts a reasonable basis for disputing an invoice presented to it, Client hereby acknowledges and agrees to notify Medefis immediately regarding such dispute. Additionally, Client agrees to make adjustments on the disputed invoice and pay to Medefis the adjusted amounts. Client shall not be charged any penalties, interest, late fees, etc. on amounts deducted in good faith from any invoice. Notwithstanding the foregoing, information appearing on the Master Invoice shall be deemed accurate and affirmed by Client unless Client notifies Medefis in writing, specifying the particular error(s), omission(s) or objection(s) within ninety (90) days of invoice. Failure to notify Medefis within that time shall constitute a waiver of any objection thereto. Medefis reserves all rights hereunder to object to, dispute, and collect upon any invoices "adjusted" by Client that Medefis deems to have been adjusted incorrectly or improperly.
- (vii) Should an SV be required to pay any penalty, including penalties under a wage/hour law or regulation under federal or state law, due to the acts or omissions of Client, such penalty will be billed to Client.
- (viii) Client Generated Billing Documents. If Client issues a purchase order, work order or other instrument covering this Agreement, or issues cost centers for billing

purposes, it is understood and agreed that it is for Client's internal purposes only, will in no way affect any of the terms and conditions herein, and may not, notwithstanding any provision to the contrary, be made a part of this Agreement or annexed hereto or cause this Agreement to be made a part thereof or annexed thereto. Client further agrees that any internal billing requirements will in no way eliminate or modify Medefis's ability to issue an invoice or Client's payment obligations pursuant to this Section.

(f) The fee for Billing Services, if applicable, shall be broken out separately on the Medefis Master Invoice or invoiced separately and shall be paid by Client in accordance with the terms of the Agreement and this Exhibit B.

6. MISCELLANEOUS

(a) Client shall not transfer, sell or otherwise assign its rights or obligations to access any of the Covered Services set forth in this Exhibit B without prior written consent from the President or Vice President of Operations of Medefis.

(b) Capitalized terms used in this Exhibit, but not otherwise defined, shall have the meaning ascribed to them in the Agreement to which this Exhibit relates.

7. SELECTED SERVICES

(a) Client hereby requests the Covered Services selected with initials in the table below.

Selected VMS Service Lines	Requested (Please Initial)	Declined (Please Initial)	Associated Cost
Pre-Screen Services:		CDPH	
Credential Access Services:	CDPH		No Cost to Client
Credential Management Services:	CDPH		No Cost to Client
Administration of SV Agreement:		CDPH	
Billing Services:	CDPH		No Cost to Client

IN WITNESS WHEREOF, the parties executed this Exhibit B as of the Effective Date of the Agreement.

Client
Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Medefis, Inc.
By: _____

Name: Eric Christenson

Title: President

Date: 4/6/2020

EXHIBIT C
CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

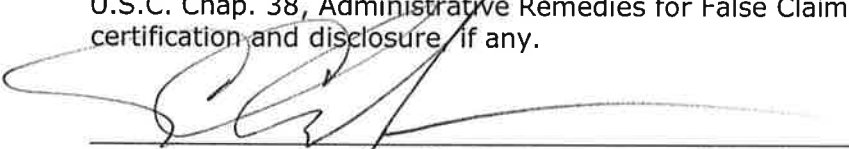
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Medefis certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Medefis understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Medefis's Authorized Official

Eric Christenson, President

Name and Title of Medefis's Authorized Official

4/6/2020

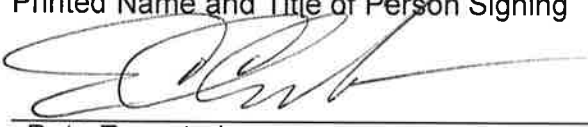
Date

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
MEDEFIS, INC.	94-348-8341
By (Authorized Signature)	
Eric Christenson, President	
Printed Name and Title of Person Signing	
	
Date Executed	Executed in the County of
4/6/2020	Douglas, NE

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. ESC
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

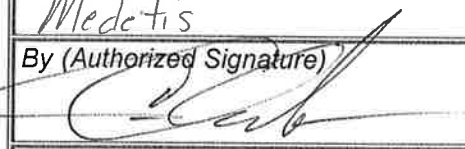
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) <u>Medetis</u>		Federal ID Number <u>94-3488341</u>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <u>Eric Christenson, President</u>		
Date Executed <u>4/6/2020</u>	Executed in the County and State of <u>Douglas, Nebraska</u>	