



VCU Procurement Services

CONTRACT RENEWAL

DATE: 04/30/2024

CONTRACT TITLE: Clinical Operations and Research Management Staffing Agreement

CONTRACT NO: C0001129

LEGACY CONTRACT NO: n/a

NEW START DATE: May 1, 2024

NEW END DATE: April 30, 2025

RENEWAL NUMBER: 2 of 3

CONTRACTOR: Medix Staffing Solutions Inc

PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- Virtual Card (Net 20) [Preferred Method]
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)
- Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- Other ACH Net30

ACTION REQUIRED: For more information about costs and **to sign up**, please visit [Vendor Invoicing and Payment](#).

EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- 2.0% Net 15 / Net 30
- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other: No EPD/Net30

CERTIFICATE OF INSURANCE:



By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of **C0001129** shall remain unchanged and in full force and effect.

RESPONSE:

Medix Staffing Solutions Inc

Name of Firm

Kyle Sutton

Signature

Kyle Sutton

Name Printed

Corporate Counsel

Title

05 / 02 / 2024

Date



AMENDMENT #1 TO SERVICE AGREEMENT

THIS AMENDMENT #1 TO the **SERVICE AGREEMENT** (“Amendment”) modifies that certain Agreement effective **April 22nd, 2021** (the “Agreement”) between **Virginia Commonwealth University** (“University”) and **Medix Staffing Solutions, LLC** (“Medix”)

WHEREAS, the parties entered into the Agreement wherein Medix agreed to provide professional services (the “Services”) to University under the terms and conditions provided for therein; and

WHEREAS, the parties have agreed to modify certain provisions of the Agreement; and

WHEREAS, the parties desire to evidence this modification by execution of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties agree as set forth below:


1. Attachment B. Medix and University agree that for Direct Patient Care Roles (including Clinical Registered Nurses, Clinical Research Coordinators, and Clinical Data Managers), beginning after the Effective Date herein, the following health screens are required:
 - TDAP Vaccine
 - Seasonal Influenza Vaccine
 - Quantiferon Gold or TSPOT (within last 30 days); if If history of positive TST- provide documentation of a negative chest x-ray within 6 months prior to start date.
 - MMR: A Titer must be run regardless of past vaccination status. If titer comes back non-immune, the contractor may receive a MMR Vaccine or sign a declination
 - Varicella: A Titer must be run regardless of past vaccination status. If titer comes back non-immune, the contractor may receive a Varicella Vaccine or sign declination.
 - Hep B: A Titer must be run regardless of past vaccination status. If titer comes back non-immune, the contractor may receive a Hep B Vaccine or sign declination.
 - Covid Vaccine: Must have 2 doses of Pfizer or Moderna or 1 dose of J&J
2. Agreement Effective. Except as otherwise expressly provided herein, all terms and conditions of the Agreement shall remain unmodified and in full force and effect.
3. Precedence of Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern and control.
4. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
5. Incorporation. This Amendment shall be attached to, and made a part of, the Agreement.

This Amendment will not be in effect until signed by both parties.

UNIVERSITY

MEDIX

Signature: _____

Signature:  _____

Printed Name: _____

Printed Name: Mason Ghodsi

Title: _____

Title: Account Executive

Date: _____

Date: 11 / 21 / 2023

Title	Virginia Commonwealth Amendment
File name	Virginia Commonwe...1723 (1) (1).docx
Document ID	6c430e56dfc5d2f6cbca302b8d57cd86e50d96d3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

11 / 21 / 2023
15:34:44 UTC

Sent for signature to Mason Ghodsi (mason.ghodsi@medixteam.com) from samantha.walker@medixteam.com
IP: 68.98.9.21



VIEWED

11 / 21 / 2023
15:35:14 UTC

Viewed by Mason Ghodsi (mason.ghodsi@medixteam.com)
IP: 68.100.84.170



SIGNED

11 / 21 / 2023
15:35:54 UTC

Signed by Mason Ghodsi (mason.ghodsi@medixteam.com)
IP: 68.100.84.170



COMPLETED

11 / 21 / 2023
15:35:54 UTC

The document has been completed.



AMENDMENT #1 TO SERVICE AGREEMENT

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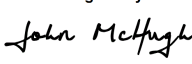
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This Amendment will not be in effect until signed by both parties.

UNIVERSITY

MEDIX

DocuSigned by:

 Signature: _____
EE6DA7427C67468...
 Printed Name: John McHugh
 Title: Director of Procurement Service
 Date: 11/21/2023


 Signature: _____
 Printed Name: Mason Ghodsi
 Title: Account Executive
 Date: 11 / 21 / 2023

Title	Virginia Commonwealth Amendment
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11 / 21 / 2023

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(mason.ghodsi@medixteam.com) from
samantha.walker@medixteam.com
IP: 68.98.9.21



VIEWED

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15:35:14 UTC

Viewed by Mason Ghodsi (mason.ghodsi@medixteam.com)
IP: 68.100.84.170



SIGNED

11 / 21 / 2023

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Signed by Mason Ghodsi (mason.ghodsi@medixteam.com)
IP: 68.100.84.170



COMPLETED

11 / 21 / 2023

15:35:54 UTC

The document has been completed.



VCU Procurement Services

CONTRACT RENEWAL

DATE: 02/07/2023
CONTRACT TITLE: Clinical Operations and Research Management Staffing Agreement
CONTRACT NO: C0001129
LEGACY CONTRACT NO: n/a
NEW START DATE: April 22, 2023
NEW END DATE: April 21, 2024
RENEWAL NUMBER: 1 of 3
CONTRACTOR: Medix Staffing Solutions Inc

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RESPONSE:

Medix Staffing Solutions Inc

Name of Firm

Kyle Sutton

Signature

Kyle Sutton

Name Printed

Corporate Counsel

Title

03 / 08 / 2023

Date



Contract #C0001129

SERVICE AGREEMENT

This agreement for staffing services (the “Agreement”) is entered into as of the last date executed by the parties (the “Effective Date”) by and between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, (“University”), and Medix Staffing Solutions, Inc., an Illinois corporation (“Medix”), pursuant to the provisions of this Agreement.

Recitals

WHEREAS, Medix is a staffing company that places (1) Medix job candidates for employment (“Candidates”) or (2) Medix employees for assignment (“Contractors”), with its clients.

WHEREAS, “staffing services” shall consist of Medix (itself or a subcontractor), at University request, placing Candidates or Contractors with University, and may include, but not be limited to, the following placement types: a temporary Contractor; the conversion of a Contractor to an employee of University; the payrolling of a Contractor; an independent contractor; or the direct hire of a Candidate by University, as more fully set forth below.

WHEREAS, University desires to engage Medix for staffing services.

THEREFORE, the parties agree:

Agreement

1. **Staffing Services.** Staffing Services shall include tasks specific to clinical operations and research nursing for the University clinical investigators. Individuals provided by Medix under University’s management and supervision as to daily tasks will perform a variety of clinical research management with coordination and study data management support, as well as support for protocol development, regulatory affairs management, compliance responsibilities, quality assurance, and monitoring functions, screening for potential research participants, support of patient recruitment and treatment, nursing, coordination with pharmacy and other clinical services, record keeping, adverse event reporting, information dissemination, and liaison with federal and industry sponsors and regulatory bodies. In addition, clinical research management staff may provide project management and support investigators in the development of Investigator-Initiated Trials (IIT), from concept development through activation and ongoing management, and ultimately, the reporting of results.

2. **Independent Contractor Status.** With respect to the services provided by Medix, Medix shall be an independent contractor. Medix shall be responsible for providing any salary or other benefits to Contractors; will make all appropriate tax, social security, Medicare, and other withholding deductions and payments; will provide worker’s compensation insurance coverage for its Contractors; and will make all appropriate unemployment tax payments. Medix is, and will hereafter act as, an independent contractor and not as an employee of the University and nothing in this Agreement shall be interpreted or construed to create any employment, partnership, joint venture, or other relationship between Medix and University. Medix will not hold itself out as having and will not state to any person that Medix has any relationship with the University other than as an independent contractor.

3. **Temporary Contractors.** Medix will employ a Contractor and deliver such Contractor to University on a temporary basis, as requested by University. Medix will charge University an hourly bill rate for the time worked by each Contractor. Unless otherwise agreed by the parties, a Medix timesheet shall be the official time record of a Contractor. Fees billed by Medix to University shall be supported by a timesheet approved by University. University approval shall be provided on a weekly basis no later than noon on Tuesday for the previous week’s hours worked. Medix will charge University time and one-half the bill rate for overtime and holidays, when required by law. Should a Contractor’s assignment with the University end within the first sixteen (16) hours of such assignment, Medix will waive the charge for that period of time. University must immediately notify Medix of and seek prior approval from Medix for any significant change(s) in job duties or scope for Contractors on assignment with University. University shall provide each Temporary Employee with one VCU identification badge (“ID”) that must be worn at all times while on campus. Should the Temporary Employee lose the ID, the Temporary Employee must

pay the fee associated with obtaining a replacement ID. Temporary Employees shall pay for their own parking while on campus.

4. **Temporary-to-Permanent Conversion.** With its temporary-to-permanent conversion program, Medix provides University with a method by which to hire a Contractor after a certain period of work time at no additional charge. Should University elect to hire a Contractor prior to the expiration of such time period, the conversion fee schedule will apply. The conversion fee is calculated as a percentage of the Contractor's first year annualized cash salary, inclusive of non-discretionary bonuses, as an employee of University ("First Year Annualized Salary"). The percentage applied is contingent upon the number of accumulated work hours logged by a Contractor on assignment with University. An invoice shall be issued to University in the amount of the conversion fee as stated below.

IT/Allied/Nursing/Care Management/Life Sciences:

Accumulated Work Hours	Temp-to-Perm Conversion Fee
0-256 Work Hours	25% of First Year Annualized Salary
257-464 Work Hours	20% of First Year Annualized Salary
465-672 Work Hours	15% of First Year Annualized Salary
673-880 Work Hours	10% of First Year Annualized Salary
881-1,040 Work Hours	5% of First Year Annualized Salary
1,041+ Work Hours	Fee Waived

Healthcare Professional Services / Revenue Cycle:

Accumulated Work Hours	Temp-to-Perm Conversion Fee
0-250 Work Hours	25% of First Year Annualized Salary
251-387 Work Hours	20% of First Year Annualized Salary
388-524 Work Hours	15% of First Year Annualized Salary
525-662 Work Hours	10% of First Year Annualized Salary
663-800 Work Hours	5% of First Year Annualized Salary
801+ Work Hours	Fee Waived

Clinical Research:

Accumulated Work Hours	Temp-to-Perm Conversion Fee
0-1,040 Work Hours	30% of First Year Annualized Salary
1,041+ Work Hours	Fee Waived

University agrees that, as a requirement to convert a Contractor from temporary to permanent, University's account must have no balances outstanding beyond the net payment terms specified in this agreement. If University has any outstanding balance on their account with Medix, University must obtain written approval from Medix's Director of Finance prior to converting a Contractor. Requests for approval from Medix's Director of Finance can be sent to legal@medixteam.com.

5. **Direct Hire.** Through its direct hire program, Medix will, upon University request, submit Candidates for employment with University in consideration for a placement fee earned upon commencement of employment (the "Direct Hire Fee"). For each Candidate placed with University, Medix will earn the Direct Hire Fee, billed and payable according to the Agreement. For Direct Hires through Medix's Clinical Research division, the amount of the Direct Hire Fee will be 30% of the Candidate's First Year Annualized Salary. For all other Medix divisions, the amount of the Direct Hire Fee will be 25% of the Candidate's First Year Annualized Salary. Should the Candidate's employment with University end due to voluntary termination or involuntary termination resulting from misconduct or poor work performance within thirty (30) days of commencement, Medix will replace the Candidate at no additional charge, provided that University gives Medix notice within fifteen (15) days after the Candidate's termination. Notices of Candidate Terminations are to be sent to Medix Staffing Solutions, Inc., 222 S. Riverside Plaza, Suite 2120, Chicago, IL 60606, Attn: Billing or billing@medixteam.com.

6. **Non-solicitation.** Nothing contained herein prevents University from hiring any individual who responds to a general employment advertisement or is directed to University by employment search firms where such employment search firms are not directed by University to initiate discussions with respect to the prospective employment of that individual. In such circumstances, University shall not be responsible to pay the fees cited in Paragraphs 4 and 5. For clarity, if a University department first learned of a candidate through Medix's temporary staffing services or through Medix's direct hire candidate search, the University department shall be subject to Paragraphs 4 and 5 above.

7. **Fees.** In the form of a written or electronic invoice, Medix will bill University for, and University agrees to pay, fees for services rendered. Fees for staffing services may be detailed in Attachment A of this Agreement, a subsequent statement of work or work order signed by authorized representatives of the parties. Medix and University may also use written work orders to specify the details (including, but not limited to, Contractor/Candidate name, start/hire date, position worked, and bill rates or placement fee) of each assignment or placement under this Agreement. Contractor fees shall be billed weekly upon commencement of a University assignment, and for Candidates shall be billed lump sum upon commencement of employment with University. Invoices submitted by Medix to University are presumed to be accurate and fully payable unless disputed by University, with written notice to Medix, within the payment terms of this Agreement.

8. **Payment.**

- a. Payment on invoices for any and all staffing services is due Net 30 days from receipt of the invoice. Medix reserves the right to apply a late charge of 1.50% per month on the amount of the past due balance for invoices that are not paid within sixty (60) days of the University's receipt of the invoice, or the interest rate allowed by Code of Virginia §2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act, whichever is less. If University's account is past due and Medix has notified University of the past due balance, Medix may, without any further notice to University, immediately cease delivery of any and all staffing services to University without any duty to reimburse, indemnify, defend, or hold harmless University for costs related to the disruption, including, but not limited to, lost profits, payroll liabilities, or any other expenses. University shall remit payments of invoices to Medix Staffing Solutions, Inc., 7839 Solution Center, Chicago, IL 60677-7008.
- b. Medix is responsible for paying any compensation due to a Temporary Employee as a result of such Temporary Employee's performance and if applicable, Medix is responsible for withholding and remitting all income taxes from the Temporary Employee's compensation and for paying all applicable insurance, if any, for Temporary Employees. Medix will provide benefits to which the Temporary Employees are entitled under applicable law and Medix's benefit plans. Medix shall also be solely responsible for all administrative functions standard in the employer/employee relationship for all Temporary Employees, such as conducting performance reviews (based on University's feedback), counselling, grievance and dispute resolution, and other required or agreed upon procedures. In the event that Medix provides any Services through an Independent Contractor, Medix shall require such Independent Contractor to be bound by obligations that are substantially similar to those of this Section 4(b) in regards to the Independent Contractor's employees.

9. **Expenses.** University will reimburse Medix for all ordinary, necessary, and reasonable travel expenses in accordance and limited by University's travel rules and allowable cost policy, incurred by Contractors while performing services on behalf of University, as long as such expenses have been approved by University in advance. Such travel expenses do not include commuting costs, mileage costs, or parking costs. Unless University provides Medix University's official expense policy, the parties agree to use Medix's expense policy, which will be provided upon request. Medix will bill University for expenses at cost within sixty (60) days after the expense was incurred.

10. **International Travel.** Medix's Contract Employee(s) are not authorized to travel internationally without Medix's prior written permission. University shall not request or require Medix's Contract Employee(s) to perform tasks which require international travel without Medix's prior written permission.

11. **Covenant.** Medix is not an employment agency, and therefore does not charge Candidates or Contractors for services rendered in facilitating employment. Information, including but not limited to resumes or profiles submitted by Medix to University, about a Candidate or Contractor, is confidential and for University use only.

Except as provided below, University agrees that Medix is the representative of all Contractors and of all Candidates for which information is submitted by Medix to University. Accordingly, University agrees that if a Candidate or Contractor is hired either directly or indirectly by the University department that purchased services directly from Medix within twelve (12) months of University's receipt from Medix of a Contractor's or a Candidate's profile, or of a Contractor's last date of employment, without payment of due compensation to Medix, University will pay Medix an amount equal to the applicable conversion or Direct Hire Fee as provided in this Agreement. If a Candidate or Contractor is hired by a University department that first learned of such Candidate or Contractor directly through Medix's temporary staffing services or through Medix's direct hire candidate search, or through a direct referral from a University department that has engaged Medix for such services, that University department will be responsible for the applicable fees in Sections 4 and 5 of this Agreement. University further agrees that Medix in the event that the University department that purchased services directly from Medix hires a Candidate or Contractor without Medix's approval and if that University department has any balances outstanding beyond the payment terms set forth in this Agreement, Medix may seek an injunction to prevent University from hiring a Candidate or Contractor until that University department's account is paid in full. University must notify Medix within ten (10) business days of Medix's submittal of any candidates for whom University is claiming Medix is not entitled a fee. Nothing contained in this Paragraph 11 shall supersede Paragraph 6.

12. **Indemnification.** Medix agrees to indemnify, defend, and hold harmless University, its parent and affiliates and their directors, officers, and agents from and against any and all claims, actions, or liabilities ("Losses") which may be asserted against them by third parties in connection with the sole negligent performance of Medix, its directors, officers, employees or agents under this Agreement only. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia. Notwithstanding the foregoing, Medix will not be liable to the extent Losses alleged or incurred result or arise from the negligence or willful misconduct of University or its employees, agents, directors, or officers.

13. **Limitation of Liability.** To the extent permitted by law, neither Medix nor University will be liable or responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. To the extent provided by the laws of the Commonwealth of Virginia, each party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents. University is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against University or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims, including the Virginia Tort Claims Act, Va. Code §§ 8.01-195.1 et seq., and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of University's or the Commonwealth's sovereign immunity or any other applicable requirements under Virginia law for bringing claims against University or the Commonwealth.

14. **Insurance.** Medix will maintain (at its sole expense) valid policies of insurance evidencing commercial general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Medix's negligent acts or omissions which may give rise to liability for services provided under this Agreement. Medix will also maintain workers' compensation coverage, with statutory limits, covering all employees, in each applicable state for which Medix's employees reside or work. Medix will provide a certificate of insurance evidencing such coverages upon request by University.

15. **Warranty.** Medix warrants that it will provide the services in a professional and workmanlike manner consistent with industry standards. Medix does not warrant or guarantee that a Candidate or Contractor will produce any particular result or any solution to University's particular needs. University will maintain full authority and responsibility for supervising, directing, and controlling a Candidate's or Contractor's work.

16. **Motor Vehicles.** Medix's Contract Employee(s) are not authorized to operate a motor vehicle without Medix's express written permission. University shall not request or require Medix's Contract Employee(s) to perform tasks which require driving a motor vehicle without Medix's written permission.

17. **Compliance.** Each party agrees that it will comply with applicable federal, state, and local laws in connection with the services, including but not limited to the following:

- a. **Health And Safety.** University shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. University agrees to train, certify, evaluate and orient all Contractors in all applicable safety, hazardous communication, and operational instructions in the same manner as University employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines, and standards. To the extent a Contractor is obligated to meet site-specific training requirements in order for University to comply with applicable site-specific legal requirements, the University shall provide the Contractor with all necessary training before placing the Contractor into the work environment and before allowing the Contractor to commence the specific assignment. University will provide and require all Contractors to wear all appropriate safety equipment. University will notify Medix immediately in the event of an accident or medical treatment of any Contractor, and University will provide Medix with a completed supervisor's report of injury. In the event of an accident or other incident involving a Contractor, Medix shall have the right to conduct an onsite investigation. University shall cooperate with Medix in the conduct of its investigation. University will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement.
 - b. **Background Checks.** Medix will perform background and drug screenings on its Contractors prior to beginning an assignment with University in accordance with the screens listed in Attachment B. Requests for additional screening from the University must be in writing and will be performed at University's sole expense. Unless screening requirements change over time, Attachment B will be sufficient documentation of screening requirements for all Contractors going forth.
 - c. **Federal and State Program Eligibility.** Medix, to the best of its knowledge, represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of: (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b) or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program; or (3) been excluded from participation in Medicare, Medicaid, any private health care benefit program or any other federally funded program.
16. **Affordable Care Act.** Medix will comply fully with the Patient Protection and Affordable Care Act and the rules and regulations relating thereto (the "ACA") by offering Contractors and Contractors' dependent' minimum essential coverage when required by law. Medix charges an amount equal to 3.25% of the bill rate to cover the cost of providing insurance under the ACA. This cost shall be listed as a separate line item on any invoices for temporary services that University receives from Medix.
 17. **Pricing Adjustment.** Medix reserves the right to increase the bill rates charged to University for temporary staffing services due to any additional increases in the cost of doing business caused by changes in federal or state legislation and/or regulations, including, but not limited to, changes to state unemployment tax (SUTA), federal unemployment tax (FUTA), and state and/or federal healthcare reform laws. Any rate adjustment will be applicable if a new work order or contract is executed.
 18. **Equal Opportunity.** Medix is an equal opportunity employer and refers candidates, regardless of race, sex, color, religion, creed, ancestry, national origin, physical handicap, age, marital status or other protected class status pursuant to applicable law. University agrees and warrants that it will not reject candidates, or otherwise

deem candidates unacceptable, or take any other action for any reason prohibited by federal, state, or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety.

19. **University Property.**

- a. **Ownership of Work Product.** Medix acknowledges and agrees that all work performed in connection with or related to the staffing services shall be considered “work for hire” and is the sole and exclusive property of University and, under all circumstances, all title thereto shall remain solely and exclusively in University. To the extent the staffing services include any of Medix's proprietary property, Medix hereby grants to University without restriction or further payment with respect thereto, a perpetual, world-wide, non-exclusive, irrevocable and royalty-free license to use such proprietary property solely in connection with the staffing services. This Section shall apply equally to all Medix employees and Contractors, and Medix shall cause its employees and contractors to comply with its terms.
- b. **Damages.** Medix does not provide insurance coverage for any real or personal property of University, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by University. University agrees that in the event it supplies, provides, or otherwise allows Contractors to use or have access to any property of University (including but not limited to cell phones, laptop computers, tools, etc.), University shall be solely responsible for any damage, theft, repair, or loss associated with this property.

20. **Confidentiality.**

- a. **Medix/University Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients and treatment methods at any time used, developed, or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent. For clarity, the terms of this Agreement and the related costs are not confidential or proprietary information. Nothing contained herein is intended to limit University's compliance with the Virginia Freedom of Information Act.
- b. **Confidentiality of Patient Information.** In the course of receiving the services to be provided by Medix under this Agreement, University may disclose to Contractors Medix assigns to University protected health information (“PHI”), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 (“HIPAA”). HIPAA permits a covered entity (as defined in HIPAA) to disclose such PHI for purposes of carrying out its health care operations (also as defined in HIPAA). Because University is a covered entity, the disclosure by University to Contractors Medix assigns to University of any PHI for the purposes described in the Agreement constitutes a disclosure for purposes of health care operations. Medix and University acknowledge that PHI is not and will not be exchanged between Medix and University in connection with Medix's provision of staffing services and Contractors under this Agreement, and Medix shall ensure that no PHI disclosed to Personnel by University is shared with Medix.
- c. **FERPA.** To the extent that University provides to Company any identifiable student information, including student address, phone number and email address, the University hereby designates the Company as a school official with a legitimate educational interest in using such student information, and the Company agrees to use such information only for the purpose of fulfilling its obligations under this Agreement and further agrees not to disclose any such student information to any individual other than the student except as required by law or authorized in writing by the University or the individual student. The Company acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- d. **Intellectual Property/Inventions.** Medix agrees that University inventions shall be the sole property of University and that any University inventions which are works of authorship subject to copyright shall be “works made for hire” of which University shall be deemed the author and owner of the rights comprised in copyright. Without limiting the foregoing, and without additional consideration,

Medix hereby also assigns to University all rights, title, and interest Medix may have in any University inventions upon the future creation of such University inventions. If requested by University, Medix agrees to obtain written agreements (to be provided by University) with Temporary Employees, employees, agents, and subcontractors which assign, without additional consideration, all rights, title and interests in University inventions to University

e. The obligations set forth in this Section shall survive the termination of this Agreement.

21. **Additional Services.** University reserves the right, subject to mutual written agreement, for Medix to provide services under the same pricing, and terms and conditions, and to make modifications or enhancements to the existing services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of this Agreement.

22. **Cooperative Procurement.**

- a. This Agreement is being executed by VCU, in part, on behalf of the Virginia Higher Education Procurement Consortium (“VHEPC”) which includes all members from the Virginia Association of State College and University Purchasing Professionals (“VASCUPP”). Reference the VASCUPP Zone Map <https://www.vascupp.org/VASCUPPzonemap.pdf>
- b. It is the intent of this Agreement to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University’s affiliated foundations in the United States may access this Agreement if authorized by Medix. Participation in this cooperative procurement is strictly voluntary. If authorized by Medix, this Agreement may be extended to the entities indicated above to purchase at contract prices in accordance with this Agreement. Medix will notify the University in writing of any such entities accessing the contract, as set forth in greater detail in the Publicly Accessible Contract (“PAC”), which will be executed simultaneously with this Agreement. No modification of this Agreement or execution of a separate contract is required to participate; however, the participating entity and Medix may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and Medix. Medix will provide usage reports for all entities accessing this Agreement, as set forth in the PAC. Participating entities shall place their own orders directly with Medix and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Medix to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

23. **Term/Termination.**

- a. This Agreement will commence on the Effective date and shall remain in effect for two (2) years with the option of up to three (3) one-year renewals to be exercised upon mutual written agreement by authorized representatives of each Party. If this Agreement is not renewed, the terms of this Agreement shall nevertheless apply to any outstanding Scope of Work or Work Order until completion of the Services described in such Scope of Work or Work Order, or appropriate termination of the Scope of Work/Work Order. Each Scope of Work/Work Order shall take effect as of an effective date designated in the Scope of Work/Work Order and shall continue in full force and effect unless specifically terminated in accordance with the terms of this Agreement or the terms of that Scope of Work/Work Order.
- b. Either party, upon thirty (30) days prior written notice to the other, may terminate this Agreement without cause. All rights and duties of the parties that accrued prior to the termination of the Agreement shall survive the termination.

24. **Force Majeure.** If either Party is delayed in performing an obligation under this Agreement or a Scope of Work by strike, lockout, or other labor troubles of a third party; by restrictive governmental or judicial order not

directly related to this Agreement or the relevant Scope of Work; or by riots, insurrection, terrorism, war, pandemic, inclement weather, or Acts of God; illegal actions (or inactions) of state bodies, performance is excused for the period of such delay. The delayed Party shall promptly notify the other in writing of the delaying event. The Party affected by such force majeure shall use all reasonable efforts, to eliminate, compensate and overcome any of such contingencies and resume performance of its duties. If partial or complete non-performance of either Party lasts for over two (2) months the other Party may terminate the Agreement without obligation. Any funds paid will be reimbursed pro rate based on Services not provided.

25. **Notices.** Any notice given under this Agreement shall be in writing and delivered personally, sent overnight by a nationally recognized carrier with a tracking number, or sent by mail, certified, postage prepaid with return receipt requested. In each case, notices shall be delivered or sent to the parties at the following addresses:

If to University:
Virginia Commonwealth University
912 West Grace Street
Box 980327
Richmond, Virginia 23298

If to Medix:
Medix Staffing Solutions, Inc.
222 S. Riverside Plaza, Suite 2120
Chicago, IL 60606

Attn: John McHugh

Attn: Legal

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, covenants, or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties relating to any transaction contemplated by the parties to this Agreement.

27. **Amendments and Modifications.** This Agreement may be amended, waived, changed, modified, or discharged only by an agreement in writing signed by authorized representatives of the parties to this Agreement. Except for blanks on originally printed forms, no handwritten or separately printed additions or changes will be effective unless they are initialed or signed by both parties.

28. **Assignment.** Except as otherwise provided in this Agreement, neither party shall assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, upon written notice to Medix, University shall have the right to assign this Agreement to an affiliate or in connection with a merger or the sale of all or substantially of University's assets or controlling equity interests.

29. **Governing Law.** The laws of the Commonwealth of Virginia shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws. Each party hereby submits to the jurisdiction of the federal and state courts located in Richmond, Virginia, in any legal proceeding instituted by either party arising out of or relating to this Agreement.

30. **Government Contracting.** University represents and warrants that if the services to be provided by Contractors are (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act, that University acknowledges and agrees that University is responsible for (i) prior notification to Medix of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. Should University fail to notify Medix of an applicable prevailing wage or provide accurate wage determinations, Medix reserves the right to bill University the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference.

31. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition or of any other term, covenant, or condition. Any waiver or relinquishment of any right or power in this Agreement at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

32. **Remedies.** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

33. **Severability.** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect the validity, legality, or enforceability of any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to a form originally contemplated by the parties to this Agreement to the greatest extent possible.

34. **Headings.** The section and subsection headings of each provision in this Agreement have been included for convenience only, are not part of this Agreement, and shall not be taken as an interpretation of any provision of this Agreement.

35. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or to interpret the provisions of this Agreement, each party shall be responsible for paying its own attorney's fees, without duty to indemnify, defend, or hold harmless the other party.

33. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. Executed agreements can be submitted to Medix at legal@medixteam.com or Medix Staffing Solutions, Inc., 222 S. Riverside Plaza, Suite 2120, Chicago, IL 60606, Attn: Contracts.

VIRGINIA COMMONWEALTH UNIVERSITY

MEDIX STAFFING SOLUTIONS, INC.

Signature: _____

Signature: Ryan Clarke

Printed Name: _____

Printed Name: Ryan Clarke

Title: _____

Title: Sr Business Development Manager

Date: _____

Date: 04 / 19 / 2021

ATTACHMENT A

Orientation. Regular bill rates will be charged for all time spent in required University orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have University supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

ATTACHMENT B

Medix will perform the following background and drug screens:

1. Contractors used for non-clinical and non-direct patient care roles:
 - 7 Year Multi-State Criminal Database
 - 7 Year County Criminal Database and Social Security Number Trace
 - If the position is in a healthcare facility or hospital, a Fraud and Abuse Control Information Systems (FACIS) Level 3 Search
2. Contractors filling certain high risk positions, including roles that require driving, Clinical and Direct Patient Care positions, and other high risk positions as determined by Medix from time to time at its sole discretion. A current list of high risk positions can be found at <https://www.medixteam.com/compliance-positions/>.
 - Everything included in Section 1 above;
 - 8 Panel Drug Screen (does not include marijuana or Quaaludes)
3. Clinical and Direct Patient Care Positions:
 - Health screens, to include, proof of or vaccination/declination of:
 - TB (Tuberculosis – using TB Skin Test)
 - Hepatitis B
 - Influenza
 - MMR (mumps, measles, and rubella)
 - Varicella, and
 - TDAP (tetanus, diphtheria, and pertussis).
4. Professional License Verification (if applicable). Unless specifically requested by University and agreed to herein or as required by state law, Medix does not require Medical Assistants, Phlebotomists, Pharmacy Technicians, and Sterile Processing Technicians to be certified.

Medix will, upon University request, provide University with the results of a Contractor's background check. University agrees to use the results of any background check sent by Medix for employment purposes only and to hold the information obtained in the strictest confidence. University agrees that the standard background checks detailed in this section are sufficient and will not hold Medix accountable for failure to run any additional or alternate background checks.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Publicly Accessible Contract (the “PAC”), effective the date the last signature is affixed below, is by and between Virginia Commonwealth University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Medix Staffing Solutions, Inc. (“Staffing Agency”).

WITNESS

WHEREAS, the University and Staffing Agency have executed an agreement, dated April 19, 2021, (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause.

WHEREAS, the University and Staffing Agency wish to express in this PAC the specific terms that will allow third party access to the Primary Agreement.

NOW THEREFORE, in consideration of the mutual promises and provisions hereof, the parties agree as follows:

I. Definitions:

- A. Consortium membership shall mean the 12 Virginia Public Higher Education institutions and the Virginia Community College System. Current membership is available at <http://vhpec.org/>
- B. Non-Consortium entities shall mean any and all state and local governments, school districts, public bodies, and public or private health or higher education institutions.

II. Staffing Agency will:

- A. Pay the University one percent (1%) of all sales to non-Consortium entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium entity;
- D. Extend same discounts as delineated in the Primary Agreement for all accessing entities.

III. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium entities;
- B. Maintain an approved version of Staffing Agency's logo on the Consortium website.

IV. Term

- A. The term of this Agreement is two (2) years from the date of signature below, with the option of up to three (3) one-year renewals. The end date coincides with the Primary Agreement's end date.

V. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to **Virginia Commonwealth University** and sent to:

Alex McWhorter, Office Manager
Procurement Services
Virginia Commonwealth University
912 WestGrace Street, 5th Floor
Box 980327
Richmond, Virginia 23298

VI. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; or (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt. All such notices will be addressed to a party at such party's address shown below.

If to the University:

John McHugh, Director
Procurement Services
Virginia Commonwealth University
912 West Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23298

Email: mchughj2@vcu.edu

If to Staffing Agency:

Attn: Legal
Medix Staffing Solutions, Inc.
222 S. Riverside Plaza, Suite 2120
Chicago, IL 60606

IN WITNESS WHEREOF, the Parties hereto, each by a duly authorized representative, have executed this PAC as of the Effective Date.

Virginia Commonwealth University

Medix Staffing Solutions, Inc.



John McHugh
Director, Procurement Services

Name: Ryan Clarke
Title: Sr Business Development Manager

04 / 19 / 2021

Date

Date



VCU

Attachment – Government Funded Grant or Contract Provisions

- A. The agreement includes a U.S. Government grant or contract; therefore, the following provisions, as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) are incorporated herein and made a part of the agreement between the parties:
1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
 3. Copeland “Anti-Kickback” Act (40 U.S.C. 3145 and 29 CFR part 3).
 4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
 5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.”
 6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
 7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
 9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
 10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

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SENT

04 / 19 / 2021

14:13:42 UTC-6

Sent for signature to Ryan Clarke (rclarke@medixteam.com)
 from kyle.sutton@medixteam.com
 IP: 24.14.255.147



VIEWED

04 / 19 / 2021

14:13:58 UTC-6

Viewed by Ryan Clarke (rclarke@medixteam.com)
 IP: 69.140.237.92



SIGNED

04 / 19 / 2021

14:14:43 UTC-6

Signed by Ryan Clarke (rclarke@medixteam.com)
 IP: 69.140.237.92



COMPLETED

04 / 19 / 2021

14:14:43 UTC-6

The document has been completed.