AGREEMENT FOR COMPREHENSIVE WORKFORCE MANAGEMENT SERVICES

This Agreement for Comprehensive Workforce Management Services (this "Agreement") is between MedAssets Performance Management Solutions, Inc. ("MedAssets"), and the County of San Mateo, a political subdivision of the State of California, and the County's San Mateo Medical Center, located at 222 W 39th Ave, San Mateo, CA 94403, including all Covered Facilities, if any (collectively "Customer" or "County"). MedAssets and Customer agree as follows:

1. Term. This Agreement is effective as of February 1, 2017 (the "Effective Date") and remains in effect for five years, through January 31, 2022 (the "Term").

2. Eligibility. Customer is a healthcare entity. It binds itself and its sub-entities (each an end purchaser of services called a "Covered Facility") to this Agreement. Customer and each Covered Facility are third party beneficiaries to, and bound to the terms and conditions of, any Agency Agreement they use.

3. Contracting Services. MedAssets negotiates and executes agreements with staffing agencies (each an "Agency") that Customer may use to procure nursing, allied health, other clinical, and non-clinical staffing services from the Agencies ("Agency Agreements"). MedAssets' Agency Agreements are negotiated with the objective of optimizing pricing, service levels, and minimum staff job specifications. In MedAssets' discretion, the Agency Agreements may include contracts currently in place for other MedAssets Customers. Each Agency Agreement covers Covered Facilities within a specified geographic area, as mutually agreed upon by MedAssets and Customer. This Agreement governs Customer's access to and use of Agency Agreements. MedAssets also makes available staffing and reporting technology tools to assist in Customer's ongoing management of staff usage and spending through the Agency Agreements. MedAssets negotiates Agency Agreements with a group of Customer-approved agencies. Through this process MedAssets delivers competitively priced Agency Agreements with appropriate service levels, and makes these Agency Agreements available to MedAssets Customers participating in its Workforce Management program. MedAssets renegotiates and renews Agency Agreements to refresh pricing structures and performance contingencies in accordance with changing market conditions. These services are performed on an as-needed basis upon mutual agreement of the parties, but are expected to be performed for each Agency Agreement every 12 to 24 months. No terms, conditions, prices, products, or other outcomes in Agency Agreements are guaranteed. MedAssets has no liability to Customer or any Covered Facility for any Agency's performance under any Agency Agreement, or to any Agency for Customer's or a Covered Facility's performance under an Agency Agreement. Customer and Covered Facilities are solely responsible for deciding whether and how much to purchase through Agency Agreements. MedAssets may solicit or receive data from Agencies regarding Customer and Covered Facilities' historical purchases in order to perform value analyses. Any analysis MedAssets provides is as-is and without warranty. The parties understand and agree that MedAssets does not hire, employ, or provide any background screening of any Agency staff.

4. Vendor Management Services.

- 4.1 <u>Vendor Management Process</u>. MedAssets provides the following Vendor Management Services:
 - (i) managing relationships with Agencies by monitoring their adherence to contract pricing;
 - (ii) managing relationships with Covered Facilities to ensure that Covered Facility staff is informed of the Agency Agreements and ordering procedures;
 - (iii) providing tools, processes and training, in MedAssets' discretion, to assist Covered Facilities in their day-to-day ordering of Agency staff;
 - (iv) reporting Agency Agreement utilization metrics to Covered Facilities at the individual, regional and divisional level; and,
 - (v) reporting Customer's evaluation of Agency staff performance to Agencies.

4.2 <u>Analysis of Agency Agreement Compliance</u>. Customer authorizes MedAssets to act as its agent in connection with any Ad-Hoc Audit (defined below). Additionally, Customer authorizes MedAssets to act as its agent to conduct Scheduled Audits (also defined below). Customer acknowledges and agrees that any Ad-Hoc Audit or Scheduled Audit conducted by MedAssets personnel or agents will be performed by analyzing materials provided by MedAssets vendors, and MedAssets is not required to undertake any investigation into the accuracy, completeness or authenticity of those materials. For the purposes of performing any Ad-Hoc Audit or Scheduled Audit, MedAssets presumes the authenticity of documents contained in any file provided by a vendor

for the purposes of that Ad-Hoc Audit or Scheduled Audit. Customer understands and acknowledges that its patients are specifically excluded as third-party beneficiaries to any portion of this Agreement, including any Ad-Hoc Audit or Scheduled Audit performed in connection with this Agreement. For purposes of this section, "Ad-hoc Audit" means: an audit of an Agency's compliance with the terms of an Agency Agreement performed at Customer's request and subject to the terms and conditions of this Agreement; and "Scheduled Audit" means an audit of Agency compliance with the terms of Agency Agreements performed by MedAssets once annually during the Term, subject to the terms and conditions of this Agreement.

5. Technology. To assist in various aspects of contract labor ordering, fulfillment and scheduling, MedAssets provides Customer web-based access to a proprietary web-based workforce exchange application (the "Application") that enables hospitals to actively manage the ordering, fulfillment, and scheduling of contract labor. Additionally, the Application allows Customer to track the performance of Agency staff and enables Customer to view staff credentials that Agencies may upload. Customer acknowledges that staff information uploaded into the Application is provided to Customer directly by Agencies and MedAssets is not responsible for confirming the accuracy of that information. MedAssets has no liability for the inaccuracy of any Agencyprovided information. Customer will modify its current contract labor staffing processes as required to realize the benefits of the Application. MedAssets implements the Application in its discretion and on a timeframe to be mutually agreed upon between MedAssets and Customer. Customer's use of and access to the Application is at all times subject to Customer's or Covered Facility's execution of and compliance with the appropriate license agreements. If any license agreement is in the form of a click-wrap, any Customer or Covered Facility employee's acceptance of the click wrap binds Customer and the applicable Covered Facility. For any Customer or Covered Facility employee that has a user name and password for the Application, Customer must ensure that MedAssets is notified of that employee's departure (e.g., by termination or voluntary attrition) so that MedAssets can end the employee's access to the Application.

6. MedAssets Resources. MedAssets provides a core account management team of non-dedicated resources to perform the services under this Agreement. In the event that any MedAssets personnel are on-site at any Customer location, Customer shall make available, at no cost to MedAssets, reasonable office space, office supplies, and office equipment, including, without limitation, reasonable use of the telephones for local and long distance calls, reasonable access to the internet and printers.

7. Fees. MedAssets is compensated for its services under this Agreement by collecting and retaining administrative fees from Agencies. MedAssets must notify Customer (or relevant Covered Facilities) in writing of the fees collected. These fees may (but generally do not) exceed 3% of the purchase price of the services. This clause survives so long as Customer or Covered Facilities continue to purchase through Agency Agreements. So that MedAssets can track administrative fees, Customer must provide reconcilable monthly accounts payable, purchasing, and other relevant data detailing its and each Covered Facility's purchases through Agency Agreements.

8. Billing Procedure. Customer may elect to pay for Agency services through MedAssets' consolidated billing method. In performing consolidated billing, MedAssets uses the Application to create a remittance advice statement ("RA Statement") consolidating the Customer-approved charges for each Agency's services during a given time period. MedAssets then notifies Customer that the RA Statement is ready for Customer's review. MedAssets provides RA Statements on a frequency chosen by Customer in its discretion; but never more frequently than weekly, and never less frequently than monthly. Customer shall send MedAssets the full amount indicated on each RA Statement within the timeframe specified in the applicable RA Statement. Once MedAssets receives Customer's payment for an RA Statement, MedAssets shall transmit to the applicable agency the payment amount. MedAssets retains part of the payment amount as its administrative fee. For avoidance of doubt, MedAssets does not purchase, use, or take title to any Service or Staff provided by Agency, and (except as specifically provided in this section of the SOW) has no obligation to compensate any Agency for services the Agency provides to Customer

9. Designation as Representative. Customer designates MedAssets as Customer's and each Covered Facility's exclusive third party representative for purchases of contingent nursing, allied (clinical), and other clinical staff through staffing agencies. Customer and Covered Facilities must not engage any other third party to provide any of the following services during the Term for nursing, allied (clinical), and other clinical staff: (a) contingent staff contracting services; (b) vendor management services; and (c) vendor management technology services. Notwithstanding the foregoing, Customer may continue to utilize the locum tenens staffing agency with which Customer has an arrangement to provide locum tenens staff as of the Effective Date. And regardless of the content of this Section, if MedAssets is unable to secure needed contingent nursing, allied

(clinical), and other clinical staff for a period of twenty-five consecutive calendar days, then nothing in this Agreement shall prohibit Customer from obtaining any such contingency staffing it needs in order to ensure appropriate operation of its facilities for the duration of any period during which MedAssets is unable to secure such needed services.

10. Termination. This Agreement can be terminated for breach, and only after one party gives the other party specific written notice of the alleged breach and 30 days to cure it. Any termination pursuant to this paragraph is without cost or penalty. This termination does not excuse obligations accrued before termination, and is not an exclusive remedy. MedAssets may terminate individual Covered Facilities for breach without terminating the entire Agreement.

Additionally, commencing on the first anniversary of the Effective Date, this Agreement may be terminated by MedAssets or by the Customer at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party, provided such termination notice cannot be sent prior to the first anniversary of the Effective Date.

11. Waiver of Jury Trial. Each of the parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

12. Survival. These Legal Terms survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

Confidentiality. Notwithstanding the Customer's responsibilities pursuant to the California Public 13. Records Act, MedAssets and Customer (including each Covered Facility) must protect, and must not disclose, each other's Confidential Information to any person or entity, for any purpose, except as permitted by this Agreement or except where disclosure is required by law. The parties can also disclose Confidential Information if requested or required by legal process to do so. In that event, MedAssets, Customer and Covered Facilities must take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidential treatment of the Confidential Information. "Confidential Information" means any information the parties provide that is non-public, confidential, and proprietary; it also includes any information that is identified on its face as being confidential. Specifically, all pricing, proposals, analyses, compilations, technical information, etc. are Confidential Information. But the following are not Confidential Information: anything that is generally available and known to the public at the time of disclosure; information that is available on a non-confidential basis at or before the time of the disclosure; the existence of this Agreement; information independently developed without use of another party's Confidential Information; designation of authority documents, class-of-trade information, any spend data, or any information that is aggregated or blinded or presented in such a way that it cannot reasonably be identified to Customer or a Covered Facility. No press releases or other public statement about this Agreement are permitted without MedAssets and Customer's mutual consent. MedAssets may not use Customer's or Covered Facilities' names and logos in presentations without prior written approval.

14. Mutual Assurances of Fair Dealing. Each party represents and warrants that it is legally permitted and authorized to execute and perform its duties under this Agreement. This includes an assurance that the provision of any information one party gives the other is not prohibited by any law, regulation, or any other existing contract. MedAssets has no liability for Customer's or Covered Facilities' decisions to purchase, terminate purchases, or curtail purchases under any other arrangement.

15. Indemnification. MedAssets must indemnify, defend, and hold harmless Customer and Covered Facilities against all losses and expenses (collectively, "Losses") arising from any third-party claim based on MedAssets' breach of this Agreement, negligence, or willful misconduct. Customer must indemnify, defend, and hold harmless MedAssets against all Losses arising from any third-party claim based on Customer's (including any Covered Facility's) breach of this Agreement, negligence, or willful misconduct. This indemnity includes a defense but does not extend to any loss due to the indemnified party's negligence or willful misconduct. Subject to the next sentence, MedAssets will, at its sole expense, defend any third-party action brought against Customer based on a claim that any information, design, specification, instruction, software, data, or material ("Material") that is proprietary to Customer or that is licensed by MedAssets and purchased pursuant to this Agreement infringes any United States copyright, patent or trademark and will pay all reasonable costs and damages finally awarded against Customer in any such action that is attributable to such claim. MedAssets shall have no liability to Customer under the previous sentence to the extent such infringement is based upon: (i) the use of such Material in combination with equipment, software, or services not supplied by MedAssets; (ii)

the use of such Material in a manner other than in accordance with its product description and the terms of this Agreement or any end user license agreement that may be provided with such Material; (iii) modifications to Material made by persons other than MedAssets personnel; or (iv) the Customer's design or specifications.

16. Intellectual Property. MedAssets exclusively owns any intellectual property that MedAssets develops (for instance, templates, processes, etc.), regardless of whether it permits Customer or a Covered Facility to access or use the intellectual property. Customer and Covered Facilities can use MedAssets intellectual property only if and as permitted by MedAssets in its discretion.

17. DISCLAIMER OF WARRANTIES. MEDASSETS MAKES NO EXPRESS OR IMPLIED WARRANTIES UNDER THIS AGREEMENT. MEDASSETS DISCLAIMS ALL WARRANTIES AS TO ANY AGENCY SERVICE AND ALL WARRANTIES OF NON-INFRINGEMENT EXCEPT AS OUTLINED IN SECTION 15.

18. LIMITATION ON LIABILITY. NEITHER PARTY HAS ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY AND ALL COVERED FACILITIES DOES NOT EXCEED \$25,000 (EXCEPT TO THE EXTENT OF THE PARTY'S INDEMNIFICATION OBLIGATIONS, INTENTIONAL MISCONDUCT AND ANY UNDISPUTED DUTIES TO PAY MONEY).

19. Assignment. MedAssets must not assign this Agreement without Customer's consent, except that it may freely assign it as part of a change of control transaction. Customer must not assign this Agreement without MedAssets' consent, except that, if Customer undergoes a change in control, MedAssets determines in its discretion whether this Agreement is assigned to the entity acquiring control of Customer. Either party may assign an interest in this Agreement to a lender as collateral. "Assign" includes sale, license, and assignment by operation of law, delegation, subcontracting of obligations, or other transfer in one transaction or a series of related transactions. Any attempt to assign this Agreement without such consent will be of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the Parties' respective successors and permitted assigns.

20. Waiver and Severability. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is automatically reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable. In addition, if any change in law or regulation (or its interpretation) renders any part of this Agreement impracticable, then the parties must renegotiate in good faith the section of the Agreement that is affected by the change to ensure substantially equivalent economic results between the parties under this Agreement.

21. Applicable Laws. Each party must comply with any laws or regulations applicable to its performance under this Agreement. This Agreement, and any disputes relating to this Agreement, must be construed and enforced under California law.

22. Relationship of the Parties. MedAssets and Customer are not forming a partnership. Covered Facilities are the only third-party beneficiaries of this Agreement. Neither party owes the other party's agents any payments, finders' fees, etc. (each party is permitted to pay its own agents pursuant to any separate contracts it may have). MedAssets does not give legal, accounting, or other professional advice to Customer or any Covered Facilities on the other, creates any attorney-Customer relationship, fiduciary relationship, or other special relationships or privileges.

23. Notices. Notices required to be given under this Agreement must be sent to the addresses below. The notice must be in writing, and sent either by email, fax, or a traceable delivery service. Either party may change its notice address only by sending written notification to the other party clearly indicating the change.

MedAssets Performance Management Solutions, Inc. ATTN: Corporate Contracting 5543 Legacy Drive Plano, TX 75024 Fax No: 573-332-2218 San Mateo Medical Center 222 W. 39th Ave San Mateo, CA 94403 Email: Enter Email Address

Fax No.: Enter Fax No.

24. Entire Agreement. Customer and Covered Facility must execute certain ancillary documents in order to participate in MedAssets' programs. These forms may include an IRS Form W-9, a Covered Facility Consent Form, etc.). Those ancillary documents, and all other attachments (if any, all of which are incorporated in this Agreement) are part of this Agreement. This Agreement constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between MedAssets, Customer and any Covered Facility regarding the subject matter of this Agreement. If there is a conflict between this Agreement and any other writing or correspondence between or among MedAssets, Customer, any Covered Facility, or any Agency, then the terms of this Agreement control. This Agreement can only be modified in written documents signed by both parties (never via hand-written edits).

25. Equal Benefits Ordinance. MedAssets shall comply with the San Mateo County Equal Benefits Ordinance relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the MedAssets employee is of the same or opposite sex as the employee.

26. Employee Jury Service. MedAssets shall comply with Chapter 2.85 of the County of San Mateo's Ordinance Code, which states that MedAssets shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the MedAssets, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with MedAssets or that the MedAssets may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, MedAssets certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if MedAssets has no employees in San Mateo County, it is sufficient for MedAssets to provide the following written statement to Customer: "For purposes of San Mateo County's jury service ordinance, MedAssets certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, MedAssets shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value is less than one-hundred thousand dollars (\$100,000), but MedAssets acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

27. History Of Discrimination. MedAssets certifies that no finding of discrimination has been issued in the past 365 days against MedAssets by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against MedAssets within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, MedAssets shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the Customer.

28. Insurance.

28.1 <u>General Requirements</u>. MedAssets shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been reasonably approved by County's Risk Management and MedAssets shall use diligence to obtain such insurance and to obtain such approval. MedAssets shall furnish County with certificates of insurance evidencing the required coverage prior the commencement of work, and there shall be a specific contractual liability endorsement extending MedAssets coverage to include the contractual liability assumed by MedAssets pursuant to this Agreement which may be satisfied through a blanket endorsement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County any cancellation of the policy.

28.2 <u>Workers' Compensation and Employer's Liability Insurance</u>. MedAssets shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, MedAssets certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

28.3 <u>Liability Insurance</u>. MedAssets shall maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect MedAssets and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from MedAssets operations under this Agreement, whether such operations be by MedAssets, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- a. Comprehensive General Liability... \$1,000,000
- b. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (excluding Workers' Compensation and Employer's Liability), which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

In no event shall Customer's total fiscal obligation under this Agreement and any related agreements with staffing services exceed \$30,000,000 in aggregate."

Duly authorized representatives of the parties executed this Agreement for Comprehensive Workforce Management Services as written below, effective as of the later signature. MedAssets is authorized to collect detailed information regarding Customer's and Covered Facilities' purchases made under MedAssets Agency Agreements, and any other agreements between MedAssets and any Agency.

In addition, Customer and Covered Facilities authorize all Agencies to disclose to MedAssets any information regarding any of Customer's and Covered Facilities' planned or proposed purchases from any Agency. MedAssets may provide a copy of this page to any Agency as evidence of MedAssets' authority and agency.

For Contractor: MEDASSETS PERFORMANCE MANAGEMENT SOLUTIONS, INC.

Dan Píro

01/03/2017

Dan Piro

dan.piro@vizientinc.com

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

COVERED FACILITY LIST

If Customer has any Covered Facilities that it would like to add to this Agreement then Customer must read and complete this page. Otherwise, Customer may skip this page.

By checking the box next to each Covered Facility's Name in the table below, Customer represents and warrants that it has the requisite and continuing authority to:

(a) bind each Covered Facility to the terms and conditions of this Agreement based on at least one of the following: (i) resolution of each applicable Covered Facility's board; (ii) inherent corporate authority; or (iii) contractual delegation of authority;

- (b) bind each Covered Facility to the agency relationship described in this Agreement;
- (c) commit each Covered Facility to purchase particular services;
- (d) change each Covered Facility's bill-to address, by notifying MedAssets; and
- (e) receive administrative fee disclosure reports on behalf of each Covered Facility.

NOTE: If Customer wishes to add an entity to the Agreement, but cannot check the box, then Customer must submit a properly executed Covered Facility Consent Form for that entity in order to make the entity eligible to participate in this Agreement.

Covered Facility Name, Address, City, State, Zip	RELATIO N SHIP	AUTH- ORITY TO BIND?
Daly City Clinic 380 90 th Street, Daly City, CA 94015	Own Manage Other	Yes
Daly City Youth Health Center 2780 Junipero Serra, Daly City CA 94015	Own Manage Other	Yes
South San Francisco Clinic 306 Spruce Avenue, South San Francisco, CA 94080	Own Manage Other	Yes
Fair Oaks Health Center 2710 Middlefield Road, Redwood City, CA 94063	Own Manage Other	Yes
Sequoia Teen Wellness 200 James Avenue, Redwood City, CA 94062	Own Manage Other	Yes
Coastside Clinic 225 Cabrillo Hwy S. Half Moon Bay, CA 94019	☐ Own ☐Manage ☑Other	Yes
Insert Covered Facility Name and Address	☐ Own ☐Manage ☐Other	Yes
Insert Covered Facility Name and Address	☐ Own ☐Manage ☐Other	□Yes
Insert Covered Facility Name and Address	Own Manage Other	□Yes