

Temporary Staffing Services Agreement

Section 1: Purpose and Parties Involved

This Temporary Staffing Services Agreement ("Agreement") is between Med Ops Staffing LLC ("Staffing Company") and Dickinson Fire Department ("Client"), collectively referred to as the "Parties."

The purpose of this Agreement is to set forth the terms and conditions under which Staffing Company will supply temporary staffing services, specifically qualified paramedics, to Client. Staffing Company agrees to supply and manage, as outlined in this Agreement, temporary personnel supplied to Client (the "Assigned Employees"), including all human resources and administrative functions, to fulfill Client's staffing requirements in accordance with the needs outlined by Client. This Agreement aims to ensure that the Client's operational needs are met with highly skilled and qualified temporary staff while maintaining compliance with applicable laws and regulations.

This Agreement concerns the provision of staffing services by the Staffing Company to the Client due to staffing shortages caused by the national paramedic/EMT shortage. This Agreement does not establish a partnership, joint enterprise, or agency relationship between the Parties.

Section 2: Effective Dates and Duration

This Agreement is effective on or before September 1, 2025. It will remain in effect until either (1) 30 days after one Party provides written notice to the other Party of their intent to terminate this Agreement, (2) it is terminated immediately by either Party as outlined in this Agreement, or (3) mutual agreement of the Parties.

Section 3: Payment Terms and Conditions

- I. The Staffing Company guarantees the agreed-upon rates for the staffing services provided to the Client during the time period specified in the attached Statement of Work. However, if certain costs increase for the Staffing Company, such as minimum wage, taxes (FUTA, FICA, SUI), workers' compensation premiums, increase cost of employment benefits, increased employee housing costs, or the inclusion of Assigned Employees in a union, the Staffing Company may adjust rates accordingly. Any such rate increase will take effect upon written notice to the Client or at a later date indicated by the Staffing Company in the notice.
- II. The Staffing Company will send the Client invoices for staffing services every two weeks, or as otherwise agreed in writing. The Client must pay these invoices in full via wire transfer within 30 days of receipt. The Client must also provide contact information for their accounts payable department.
- III. An invoice may be disputed within 30 days of receipt. An "undisputed invoice" is one that accurately reflects the hours worked by Assigned Employees, based on time records approved by the Client, at the agreed-upon rates. An invoice will be deemed an "undisputed invoice" under this Agreement if not disputed by the Client within 30 days of receipt.
- IV. If the Client disputes an invoice, they must pay the undisputed amount within 30 days of receipt and promptly inform the Staffing Company of the disputed amount and the reason for the dispute. Both Parties will work in good faith to resolve the dispute. If the dispute is resolved, then the Client must pay any remaining amounts owed on the invoice within 15

days after resolution. If a dispute is not resolved within 30 days, either Party may pursue legal or contractual remedies.

- V. If the Client fails or refuses to timely pay an invoice, or any undisputed portion of an invoice, the Staffing Company has the right to terminate this Agreement immediately, in addition to any other remedies available under the Agreement or by law.

Section 4: Staffing Services

- I. The Staffing Company will provide the Client with qualified employees ("Assigned Employees") to perform work according to the job descriptions provided by the Client at the rates listed in the Statement of Work attached as Exhibit "A." All assignments of these employees are subject to the terms of this Agreement.
- II. The Staffing Company will pay the Assigned Employees weekly based on time records, which are either kept by the Client or approved by the Client if kept by the Staffing Company. The payment will include all wages earned during the previous seven-day pay period, minus any required federal and state withholdings and any other authorized deductions. The term "time records" refers to the records of hours worked by Assigned Employees. The Client is responsible for ensuring that the Assigned Employees accurately record all hours worked. The Client, by reviewing and approving the time records, warrants that those records accurately reflect all hours worked by the Assigned Employees and that no work was performed outside of the recorded hours.
- III. The Staffing Company will report wages and withholdings to the relevant federal and state tax authorities and ensure timely payment of these withholdings.
- IV. The Staffing Company will maintain the required workers' compensation insurance for all Assigned Employees and will manage any claims for workers' compensation benefits.

Section 5: Assigned Employee Supervision and Management

- I. Recruitment and Placement: The Staffing Company is solely responsible for hiring, assigning, disciplining, and terminating Assigned Employees. The Client has no authority over these actions. The Client will however promptly report an Assigned Employee's poor work performance and/or instances of misconduct to the Staffing Company.
- II. Leave and Schedule Requests: The Client must forward any requests from Assigned Employees for leave, modified schedules, or work accommodations (e.g., for disabilities, pregnancy, medical conditions, or religious beliefs) to the Staffing Company. The Client will cooperate with the Staffing Company as needed to determine whether a reasonable accommodation is necessary and available within the placement.
- III. Assignment Discontinuation: If the Client wants to discontinue the assignment of an Assigned Employee, they must consult with the Staffing Company. The Client cannot unilaterally end an assignment unless the Client has good cause to believe that continuing with an Assigned Employee would violate the law or pose an immediate threat to health and safety.
- IV. Supervision: Assigned Employees and Staffing Company personnel will not manage, supervise, or perform HR duties for the Client's regular employees, unless agreed in writing.
- V. Equipment and Safety: The Client must supply necessary uniforms, tools, equipment, and safety gear at no charge to the Staffing Company or the Assigned Employees. The Client must ensure that Assigned Employees only operate tools and equipment they are trained,

certified, or licensed to use. All tools and equipment provided by the Client must be maintained in good working condition and comply with relevant laws, rules and regulations. The Client must maintain safety records, comply with all required safety rules and regulations, and follow the Staffing Company's safety recommendations/requirements, if any.

- VI. Work Environment: The Client must provide a safe and compliant work environment, including appropriate temperatures, safe working conditions, and required rest and meal breaks.
- VII. EEO Policies: The Client must take reasonable steps to ensure the workplace for Assigned Employees is free of unlawful discrimination, harassment (including sexual harassment), and retaliation, including maintaining written policies and reporting procedures and ensuring that its supervisors obtain and comply with any required training. The Client will promptly report to the Staffing Company any reports of unlawful discrimination, harassment or retaliation by, against, or involving an Assigned Employee. Likewise, the Staffing Company will promptly report to the Client any reports of unlawful discrimination, harassment or retaliation by, against, or involving any employee of the Client. Each Party agrees to cooperate and assist as needed with investigations into any such reports.
- VIII. Work Hours: Assigned Employees must not work outside of scheduled work hours. Meetings and training time are paid. The Client must provide paid rest breaks and unpaid meal breaks as required by state law.
- IX. Housing. The Client will provide housing at the Client's expense for Assigned Employees assigned to the Client under this Agreement. In doing so, the Client agrees to abide by the housing requirements attached as Exhibit B.

Section 6: Insurance

I. Staffing Company:

The Staffing Company agrees to maintain the following insurance policies while this Agreement is in effect, and for at least one year after its termination:

- Workers' Compensation Insurance covering all Assigned Employees.
- Employment Practices Liability Insurance (EPLI) with a minimum policy limit of \$1 million per claim and a deductible no greater than \$75,000.
- Commercial General Liability (CGL) Insurance with a minimum limit of \$1 million per occurrence and \$2 million aggregate.

II. Client:

The Client agrees to maintain the following insurance policies while this Agreement is in effect, and for at least five years after its termination:

- Workers' Compensation Insurance covering all regular employees of the Client.
- Employment Practices Liability Insurance (EPLI) with a minimum policy limit of \$1 million per claim.
- Commercial General Liability (CGL) Insurance with a minimum limit of \$1 million per occurrence and \$2 million aggregate.

Section 7: Indemnification and Liability

- I. Indemnification: Only to the extent allowed under North Dakota law, the Client (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the Staffing Company and its affiliates, members, officers, directors, employees and agents (each such person being an "Indemnified Party") from and against any and all losses, claims, damages,

expenses (including attorney's fees and expenses at all levels of proceedings) and liabilities (including liabilities to third parties) whatsoever, whether they be joint or several, related to, arising out of or in connection with the negligent, intentional, or unlawful act of the Client, or its breach or non-fulfillment of any representation, warranty, or covenant under this Agreement, or failure to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. Likewise, the Staffing Company (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the Client and its affiliates, members, officers, directors, employees and agents (each such person being an "Indemnified Party") from and against any and all losses, claims, damages, expenses (including attorney's fees and expenses at all levels of proceedings) and liabilities (including liabilities to third parties) whatsoever, whether they be joint or several, related to, arising out of or in connection with the negligent, intentional, or unlawful act of the Staffing Company, or its breach or non-fulfillment of any representation, warranty, or covenant under this Agreement, or failure to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. In order to receive the benefits of this section, the Indemnified Party must notify the Indemnifying Party within sixty (60) calendar days after receiving notice of the claim(s) for which indemnification is sought. The Indemnifying Party shall have sole control of the defense and settlement of such claim but shall not agree to settle the claim without the Indemnified Party's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. The Indemnified Party shall provide reasonable assistance to defend such claim, including access to relevant documents and witnesses. These indemnification obligations are contractual in nature and shall survive termination of this Agreement.

II. Exclusions to Liability: Notwithstanding the preceding indemnification provision, and being express exception to the same, the Staffing Company is not responsible for, and shall be held harmless from, any claims, losses, or liabilities arising from:

- A. The negligent or intentional acts or omissions of an assigned employee, including any unlawful or illegal conduct, except where such acts or omissions occur at the express direction of the staffing company;
- B. The Client's own error, inaction, or omission, including (but not limited to) any failure to comply with applicable law, rule or regulation (including workplace safety regulations);
- C. Client allowing an Assigned Employee to handle or transport valuable property (such as cash, keys, trade secrets, or confidential information) or be in charge of the Client's premises, without the Staffing Company's prior written consent;
- D. The Client directing or allowing an Assigned Employee to use any vehicle, regardless of ownership, without including the Staffing Company and/or Assigned Employees in the Client's liability insurance. Staffing Company will check driving records and verify licenses, but is not liable for any accidents, liabilities, claims, damages, fines, or similar issues caused by an Assigned Employee's use or possession of the vehicle, unless expressly directed by the Staffing Company;
- E. Any promises of employment (including hire, promotion, or transfer), compensation, or benefits made by the Client to an Assigned Employee;
- F. The Client's own products, services, and goods;

- G. The Client making material changes to an Assigned Employee's job duties or responsibilities without the Staffing Company's prior written consent; or
 - H. Any negligent, intentional or unlawful acts or omissions of the Client's own officers, directors, employees, and agents.
- III. This indemnification agreement shall survive termination of this Agreement.

Section 8: Confidentiality

- I. The Parties each agree that they will hold in the strictest confidence, and not disclose to third parties or use for any purpose except as allowed in this Agreement or required to perform this Agreement, or if otherwise required or permitted by law, any Confidential Information that one Party discloses as has disclosed to the other Party. "Confidential Information" means all private and proprietary information created by the disclosing Party or regarding the disclosing Party and its business, affiliates, parent corporations, subsidiaries, officers, directors, licensees, employees, customers, subcontractors, or vendors, which either the disclosing Party has designated as Confidential or which would reasonably be expected to be kept confidential, and which is not generally known in the industry or readily accessible through publicly available sources of information. This expressly includes (but is not limited to) pricing and personnel information.
- II. If either Party believes they are required by law or by a subpoena or court order to disclose the other Party's Confidential Information, then, prior to any disclosure, the disclosing Party shall promptly notify the other Party and provide a copy of the applicable subpoena, court order or discovery request, and make all reasonable efforts to allow the other Party an opportunity to seek a protective order or other judicial relief if they so choose. Disclosure shall be limited only to the extent necessary to comply with the request, and nothing more.
- III. Nothing in this Agreement shall be interpreted as granting or conferring any rights by license or otherwise to a Party in any Confidential Information or intellectual property of the other Party.
- IV. HIPAA Compliance.
 - A. The Parties agree that this relationship may meet the requirements established in 45 CFR 164.500 for a Business Associate Agreement. The Parties agree to the terms of the Business Associate Agreement attached hereto as Exhibit A.
 - B. It is anticipated and understood that Assigned Employees will have access to and will obtain Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when performing duties for the Client. As such, the Assigned Employees will be considered part of the Client's "workforce" under HIPAA. It is the Client's responsibility to ensure Assigned Employees complete all required privacy and PHI security training and follow all Client policies related to the handling of PHI.
 - C. In the event Assigned Personnel accesses patient records with regard to mental health, drug and/or alcohol abuse, Client acknowledges and will instruct Assigned Personnel: 1) that in receiving, storing, processing or otherwise dealing with any patient records while providing services, it is fully bound by the regulations found at 42 C.F.R. § 2; and 2) that access to the patient records, even for judicial proceedings, is only allowed as permitted by the regulations found at 42 C.F.R. § 2.
 - D. The Client agrees, to the extent permitted by HIPAA and other applicable laws, to provide Staffing Company with reasonable access to any reports and notes created

by Assigned Employees in connection with services performed for the Client under this Agreement. The Staffing Company agrees that such information will be held in strict confidence and used for the sole purpose of performance evaluation, management and coaching of Assigned Employees.

- V. These provisions regarding confidentiality and proprietary intellectual property shall survive the termination of this Agreement.

Section 9: Governing Law and Provisions

- I. This Agreement is governed by the laws of the State of North Dakota, and any legal disputes will be interpreted and enforced under these laws.
- II. Binding Effect: This Agreement is binding and enforceable by both Parties and their successors or assigns. Neither Party can assign this Agreement without the other Party's written consent, which will not be unreasonably withheld.
- III. Headings: Headings are for convenience only and do not affect the interpretation of this Agreement.
- IV. Construction: The Agreement should be interpreted as if both parties equally participated in its drafting. No part of this Agreement will be interpreted against the Party that drafted it.
- V. Further Actions: Both Parties agree to take any necessary actions or sign additional documents to fulfill the terms of this Agreement.
- VI. Notice: Any notice required under this Agreement should be made by mail to the following addresses or by electronic mail to the following email addresses. Notice will be considered received 3 days after being sent unless receipt is confirmed earlier.
 - **Med Ops Staffing LLC:** 1309 Coffeen Ave STE 17070, Sheridan WY, 82801
kent@medopstaffing.com
 - **Dickinson Fire Department:** Attn: Dillon Brock 25 2nd Ave W, Dickinson, ND 58601
dillon.brock@dickinsongov.com
- VII. Waiver: No waiver of any provision will be considered a waiver of any other provision unless explicitly stated in writing. If any part of this Agreement is found to be illegal or unenforceable, the remaining provisions will continue to be valid.
- VIII. Force Majeure: If a Party is unable to perform its obligations due to circumstances reasonably beyond its control (such as natural disaster, pandemic, government action or regulation, acts of terrorism, external market problems, labor shortages, and acts of God), it will be excused from performance. If the delay exceeds 30 days, either Party may terminate this Agreement without penalty.
- IX. Termination:
 - Either Party may terminate this Agreement with or without cause by providing at least 30 days' written notice.
 - If a Party materially breaches this Agreement and does not remedy the breach within 5 business days after receiving written notice of the breach from the other Party, the other Party may terminate the Agreement immediately.
 - Obligations that would reasonably be expected to extend beyond termination of this Agreement will survive.
- X. Jurisdiction: Any and all legal proceedings related to this Agreement will be conducted in the state or federal courts located in Stark County, North Dakota. Both Parties expressly consent to this venue and jurisdiction.

- XI. Authority: Each person signing this Agreement represents that they have the authority to bind their respective Party.
- XII. Counterparts: This Agreement may be signed electronically, or in multiple copies, each of which is considered an original. Signatures sent by fax or scanned copy are binding, with hard copies to be mailed to the other Party within 5 days, although the lack of a hard copy does not affect this Agreement's validity.

Section 10: Entire Agreement

- I. This Agreement, and the Exhibits and Statement of Work attached hereto and which terms are expressly incorporated herein, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, related to the subject matter in this agreement.
- II. No representation, promise, or inducement not contained in this Agreement shall be binding.
- III. This Agreement may only be amended or modified by a written document duly executed by both Parties.
- IV. Each Party acknowledges that it has had the opportunity to review and negotiate the terms of this Agreement and that it fully understands and agrees to the terms and conditions contained herein.
- V. This Agreement may be signed in counterparts, each of which when signed shall be an original and all of which together shall constitute one and the same instrument.
- VI. This Agreement may be executed and transmitted electronically via email, including via document signing software, which transmission shall be valid and enforceable as an original.

Section 11: Signatures and Acknowledgement

By signing below, both Parties acknowledge that they have read, understood, and agree to the terms and conditions outlined in this Service Agreement.

Staffing Company: Med Ops Staffing LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Client: Dickinson Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

The Parties hereto agree that the Parties must meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and Title XIII of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”) also known as the Health Information Technology for Economic Clinical Health Act (the “**HITECH Act**”) for a Business Associate Agreement. The Parties further agree to abide by the terms of this Business Associate Agreement (“**BAA**”).

SECTION 1. DEFINITIONS

The following terms used in this BAA shall have the same meaning as those terms in the “**HIPAA Rules**” (as hereinafter defined): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Capitalized terms used in this BAA are as defined in 45 CFR Parts 160, 162 and 164 (the “**Privacy Rule**” and the “**Security Rule**”). Additionally,

- a. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean Med Ops Staffing, LLC.
- b. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean Dickinson Fire Department.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE COVERED ENTITY

- 2.1 Covered Entity agrees to use its best efforts to limit access to the minimum amount of Protected Health Information to the minimum number of personnel for the minimum amount of time necessary for Business Associate to accomplish the intended purpose of such use, disclosure, or request, respectively.
- 2.2 Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices to the extent that such limitations affect Business Associate's Use or Disclosure of Protected Health Information.
- 2.3 Covered Entity shall notify Business Associate of any changes, in or revocation of, permission by an individual regarding the Use or Disclosure of Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE BUSINESS ASSOCIATE

3.1 Use/Disclosure

- A. Business Associate may only use the Protected Health Information it receives from Covered Entity for the proper management and administration of the Business Associate, including Assigned Employee performance evaluation and training, and to carry out its legal and contractual responsibilities.

- B. Business Associate agrees to not use or further disclose the Protected Health Information other than as expressly permitted or required by this BAA or as required by law.
- C. Business Associate may Disclose the Protected Health Information received by Business Associate in its capacity to Covered Entity, if:
 - (a) the Disclosure is required by law; or
 - (b) the Disclosure is permitted under law and
 - (1) the disclosure is required for the Business Associate to perform its duties to the Covered Entity;
 - (2) Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was disclosed to the person;
 - (3) the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached; and
 - (4) unless an exception applies, the Business Associate discloses only the minimum necessary amount of Protected Health Information.
- D. Business Associate shall not de-identify the Protected Health Information for any purpose.

3.2 Subcontractors.

- A. Business Associate agrees and shall advise its employees, subcontractors and agents that they may only use or further disclose Protected Health Information for the proper management and administration of Business Associate, in a manner that would not violate the requirements of 45 CFR Part 164.
- B. Business Associate shall require its agents, employees and subcontractors (as applicable) to immediately advise Business Associate of any and all Uses and Disclosures of Protected Health Information which are not expressly permitted under this BAA.
- C. Business Associate shall ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of, Covered Entity (i) agree to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information and (ii) unless, specifically agreed upon in writing by Covered Entity and Business Associate, are located in the United States and Covered Entity data is not stored offshore.
- D. Business Associate shall ensure that any agent, including a subcontractor, to whom it Discloses Electronic Protected Health Information received from, or created or received by the Business Associate on behalf of Covered Entity,

agrees to implement reasonable and appropriate Safeguards to protect such Electronic Protected Health Information that apply to Business Associate with respect to such Electronic Protected Health Information.

- E. Business Associate shall obtain business associate agreements from its subcontractors when and as required by law and shall provide copies of any such agreements to Covered Entity upon request,

3.3 Data Aggregation Services.

- A. Business Associate may provide data aggregation services relating to the Health Care operations of Covered Entity only with prior express written approval of Covered Entity.
- B. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner required by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity, or as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Part 164.
- C. Business Associate agrees to make any amendment to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR 164.526 at the request of a Covered Entity or an Individual immediately upon request by the Covered Entity.

3.4 Safeguards.

- A. Business Associate shall use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this BAA. Such safeguards shall include (but shall not be limited to) those safeguards provided by state and federal laws, rules and regulations.
 - i. Business Associate shall use its best efforts to ensure that Protected Health Information in the possession of Business Associate's employees is kept secure and inaccessible to non-employees or to employees who are not permitted to access the information.
 - ii. Business Associate shall not store any unencrypted Protected Health Information on any portable device.
 - iii. Business Associate shall not remove any Protected Health Information or any material containing Protected Health Information from Covered Entity's premises or computer system without the prior express written approval of Covered Entity.
 - iv. Business Associate shall notify Covered Entity prior to any material changes in how Business Associate uses, discloses or safeguards Protected Health Information under this BAA.
 - v. Business Associate agrees to take all reasonable steps to cure a Breach or violation of this BAA, including but not limited to those steps required

by Covered Entity, when an employee, agent or subcontractor of Business Associate uses or discloses Protected Health Information in any way that is not permitted by this BAA and/or 45 CFR Parts 160 and 164.

- vi. In order to ascertain compliance with this BAA, Business Associate agrees that Covered Entity may audit Business Associate's records relating to this BAA, with reasonable notice and at dates and times mutually agreed upon.
- vii. Business Associate agrees to implement any additional safeguards required by law on a timely basis.
- viii. Business Associate agrees to meet with Covered Entity to discuss additional safeguards and their implementation. Such meetings will occur at times, places and dates as mutually agreed upon by the Parties.

B. Business Associate shall implement appropriate Administrative, Physical, and Technical Safeguards (collectively the "Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Such Safeguards shall include (but shall not be limited to) those safeguards provided by state and federal laws, rules and regulations. Business Associate shall abide by those administrative, physical and technical safeguards enumerated in the Security Rule, as applicable.

C. In addition to the above requirements, in the event Business Associate accesses patient records with regard to mental health, drug and/or alcohol abuse Business Associate: (1) acknowledges that in receiving, storing, processing or otherwise dealing with any patient records while providing services, it is fully bound by the regulations found at 42 C.F.R. § 2; and (2) will only allow access to the patient records, even for judicial proceedings, as permitted by the regulations found at 42 C.F.R. § 2.

3.5 Reporting. Business Associate shall report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this BAA of which Business Associate becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident, excluding Unsuccessful Security Incidents.¹

A. *Initial Notice*: Initial notice shall be provided in writing by Business Associate to Covered Entity within seventy-two (72) hours of the time that Business Associate becomes aware of such breach or Security Incident. Upon request, Business

¹ Unsuccessful Security Incidents are defined as pings, broadcasts attacks on firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and similar events that do not result in unauthorized access or use of Protected Health Information and which do not materially affect the integrity and availability of services provided to Covered Entity by Business Associate.

Associate shall make staff available to answer questions regarding any reported Breach or Security Incident.

- B. *Written Report:* Business Associate shall provide Covered Entity with a written report regarding any suspected Breach involving Protected Health Information no later than seven (7) calendar days after the discovery of such Breach. The written report shall include the following information, to the extent possible:
 - (1) the individuals who were affected by the suspected Breach and the specific data that was Used or Disclosed in error;
 - (2) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (3) A description of the types of unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code), if known;
 - (4) The steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - (5) A brief description of what the Business Associate involved is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - (6) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - C. *Updates:* If the written report provided under Section 3.5(B) is not complete, written updates shall be provided at least weekly until all required information is provided.
 - D. *Responsibilities:* Covered Entity shall be responsible for making the final determination of whether breach notification is required under federal or state law and reserves the right to prepare and send the Breach notification letter to any affected Individuals or to direct Business Associate to do so, in its discretion.
- 3.6 Business Associate shall make available to the Covered Entity any Protected Health Information required to provide an accounting of Disclosures in accordance with 45 CFR 164.528. Such information shall be reported to Covered Entity by Business Associate within thirty (30) calendar days.
 - 3.7 Business Associate shall make any and all Protected Health Information available to Covered Entity in accordance with 45 CFR 164.524.
 - 3.8 Business Associate shall make available Protected Health Information for amendment by Covered Entity and incorporate any amendments to Protected Health Information in accordance with 45 CFR 164.526.
 - 3.9 Business Associate shall make its internal practices, books, and records directly relating to the Use and Disclosure of Protected Health Information received from, or created or

received by Business Associate on behalf of, Covered Entity available to the Secretary, Department of Health and Human Services or his designee ("Secretary"), for purposes of determining Covered Entity's compliance with applicable laws, rules and regulations.

- 3.10 Business Associate acknowledges that Section 13404 of the HITECH Act includes additional requirements applicable to Business Associates to secure Protected Health Information. Business Associate agrees to adhere to any and all additional privacy and security requirements described within the HITECH Act, as applicable.
- 3.11 Business Associate agrees to immediately mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
- 3.12 Business Associate agrees to limit access to the minimum amount of Protected Health Information, to the minimum number of personnel for the minimum amount of time necessary to accomplish the intended purpose of such use, disclosure, or request, respectively.
- 3.13 To the extent that Business Associate is required to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- 3.14 Offshore Data: The Business Associate shall not store any Protected Health Information under this BAA outside of the domestic United States without notice to the Covered Entity and express written permission.
- 3.15 Business Associate warrants that its agents, subcontractors and employees to whom Business Associate provides Protected Health Information pursuant to this BAA has had a seven year nationwide criminal history record check, showing no relevant criminal history. During the term of this BAA, Business Associate shall provide immediate written notice to Covered Entity if Business Associate learns that such affirmation was erroneous when submitted or has become erroneous by reason of changed circumstances.

SECTION 4. GENERAL PROVISIONS

- 4.1 A reference in this BAA to a section in the Privacy Rule, Security Rule, ARRA and/or HITECH means the section in effect or as amended.
- 4.2 The Parties hereto agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of HIPAA, including any amendments to the HITECH Act, as applicable.
- 4.3 The duties and responsibilities of the Parties under this BAA shall survive termination of this BAA.
- 4.4 Any ambiguity in this BAA shall be resolved to permit the Parties to comply with HIPAA.

SECTION 5. TERM/TERMINATION

- 5.1 Either Party may terminate this BAA and the Underlying Agreement (if applicable and defined herein) if the Party determines the other Party has violated a material term of this BAA.
- 5.2 Upon termination of this BAA, Business Associate shall at Covered Entity's direction return and/or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such Protected Health Information or, if such return or destruction is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's confirmation that such return or destruction is infeasible, Business Associate shall extend the protections of this BAA to the Protected Health Information and limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible, for so long as Business Associate maintains such Protected Health Information. In the event Business Associate destroys such Protected Health Information, such destruction shall be done in accordance with NIST 800-88 standards or the then current industry standards utilized by Business Associate as a better alternative provided Business Associate provides Covered Entity written notice of such change and Covered Entity has provided written acceptance. Such written acceptance by Covered Entity shall not be unreasonably withheld.

EXHIBIT B

REQUIREMENTS FOR CLIENT-PROVIDED HOUSING

To ensure the safety, security, and comfort of Assigned Employees, the Client agrees that all housing provided by the Client for Assigned Employees meets the standards outlined below.

The Staffing Company reserves the right to inspect the housing provided at any time and to decline housing that, in the opinion of the Staffing Company, does not meet the requirements set forth herein or that is otherwise inadequate for Assigned Employee needs.

While the Staffing Company provides clear housing standards and guidelines to ensure the safety, comfort and well-being of Assigned Employees, housing arrangements are ultimately an agreement between the Client and the Assigned Employee. The Staffing Company does not manage, lease, endorse, or contract for housing on behalf of the Client or Assigned Employees. Clients are responsible for communicating housing details and information directly with Assigned Employees, and any agreements related to housing terms, conditions, or arrangements are made solely between the Client and the Assigned Employee. The Staffing Company is not responsible for any injury, property damage, unpaid bills or incidentals, or other charges or expenses incurred as part of the housing arrangement.

General Requirements for All Housing: The following is required for all housing provided by the Client for Assigned Employees.

- Clean and Sanitary – the housing must be thoroughly cleaned prior to occupancy and free of pests (including bed bugs, roaches, and rodents).
- Safe Location – the housing must be located in a low-crime area with adequate lighting, adequate staffing, and secure entry.
- Adequate Systems – the Client is responsible for ensuring the housing has adequate working electrical, plumbing, hot water systems, heating and cooling systems and equipment, and that all necessary appliances (refrigerator, stove, microwave, toilets, showers, etc.) are present, clean, and in good working condition.
- Furnishing – the Client is responsible for ensuring that the housing includes adequate furnishing (beds, bedding, couches, tables, chairs, desks, television, cookware, dishes, silverware, etc.) and that such furnishings are clean, usable, in reasonably good condition, and otherwise meet the requirements of the Assigned Employees and this agreement.
- Maintenance – the Client is responsible for ensuring all regular and necessary maintenance and repairs are timely and adequately performed at the housing, including cleaning, lawn maintenance, plumbing, electrical, etc.
- Parking – the housing must have adequate and convenient parking on-site or nearby.
- Location – the housing must be located within a 15-minute commute to the assigned duty location.
- Utilities –all necessary utilities (electricity, water, sewer, garbage) must be ready and available prior to Assigned Employee's arrival. The Client is responsible for the cost of

any necessary utilities, whether included in a rental fee or paid direct to the utility provider. Cable television is not considered a necessary utility.

- Internet – The Client must ensure that the housing has reliable, secure, highspeed wireless internet that is accessible by and sufficient for Assigned Employee to perform their job duties.
- Support and Communication – The Client must provide the Assigned Employees and the Staffing Company with a designated point of contact who has the authority to promptly address issues with the housing. Any urgent issues impacting safety, cleanliness, comfort, or habitability must be addressed to the satisfaction of the affected Assigned Employees within 24 hours.
- Deposits – The Client cannot require security or cleaning deposits as a condition of Assigned Employee housing except a reasonable cleaning deposit may be required if the Assigned Employee has a pet.

Hotel, Motel, or Extended Stay Properties: These types of housing when used to house Assigned Employees must meet the following standards:

- Single-Occupancy Rooms Only – Each Assigned Employee must have their own private room. Shared rooms or accommodation are not permitted.
- In-room bathroom facilities are required. Shared bathrooms, showers, etc. are not permitted.
- No properties may be used that are regularly used for sheltering homeless, displaced, or transient populations.
- **The housing must include the following amenities:**
 - Reliable HVAC (heating and air conditioning) in the room
 - Refrigerator and microwave (minimum), stove top preferred
 - On-site or nearby (within 5 miles) laundry access

Residential-Style Housing. This includes but is not limited to single family dwelling, duplex, or condo, apartment, etc.; client owned residences; and Airbnb, VRBO, or similar short-term rental. Residential housing, including shared housing models, can be used for Assigned Employees under the following strict conditions:

- Each Assigned Employee must have a private, single-occupancy bedroom with a bed and a door that locks from the inside. Use of couches, futons, or common area or shared sleeping arrangements is strictly prohibited.
- Clean, working bathroom facilities (shower, sink, and toilet) with a locking door must be provided. Preferably, the property will have multiple bathrooms. If there is only one bathroom, it must not require access through a bedroom or similar private area. “Ensuite” bathrooms are acceptable only if not the sole bathroom for the residence and use can be restricted to the Assigned Employee using that bedroom.
- The residence must be used only by Assigned Employees. Shared housing arrangements with employees from other agencies, with Client employees or personnel, with owners or tenants, or with anyone else not associated with the Staffing Company is prohibited.