

## MASTER SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the “Services Agreement”) is made effective as of August 13, 2021, by and between Healthcare IT Leaders, LLC, a Georgia corporation, with offices at 925 North Point Parkway, Suite 425, Alpharetta, GA 30005 (“Healthcare IT Leaders”), and MiraCosta College. (“Client”) with offices at 1 Barnard Drive Oceanside, CA 92056. The parties agree as follows:

### 1. Definitions.

(a) “**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Healthcare IT Leaders or Client.

(b) “**Confidential Information**” means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information. Without limiting the foregoing, Healthcare IT Leaders expressly acknowledges that it will have access to sensitive information about Client’s personnel, including without limitation their name, address, contacts, employment, past, present, or future physical or mental health or condition. All of the foregoing subset of Confidential Information is referred to as “**Personal Data**” and includes “Protected Health Information” as that term is defined under HIPAA. Under no circumstances does Healthcare IT Leaders acquire any right, title, or interest in or to any Personal Data. Healthcare IT Leaders is not responsible for outside laboratory testing facilities, to the extent permitted by law, that retain the right to analyze deidentified data (i) for public health purposes in partnership with the Department of Public Health or other public health authorities and (ii) as required for compliance with Applicable Law, including but not limited to CLIA. Client Confidential Information shall also include access credentials that may be granted to Healthcare IT Leaders, its personnel and/or Resources to access Client systems.

(c) “**Discloser**” means the party providing Confidential Information to the Recipient.

(d) “**Effective Date**” means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) “**Equipment**” means the hardware and systems software configuration on which Healthcare IT Leaders supports.

(f) “**Intellectual Property Rights**” means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks, and service marks (including, where applicable, all derivative works of the foregoing).

(g) “**Potential Breach**” means the acquisition, access, use, disclosure, alteration, exfiltration, or destruction of Personal Data not expressly permitted hereunder and as otherwise proscribed by Applicable Laws.

(h) “**Resource**” means all Contractor employees, agents, and subcontractors to provide the services described in accordance with the terms and conditions of this Agreement.

(i) “**Recipient**” means the party receiving Confidential Information of the Discloser.

(j) “**Residual Knowledge**” means ideas, concepts, know-how or techniques related to the Discloser’s technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(k) “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Personal Information or other Confidential Information of Client or any of its personnel receiving the Services or interference with system operations in an information system.

(l) “**Services**” means but not limited to, the advisory, consulting, information technology, managed, testing, or software-related professional services that Healthcare IT Leaders will provide Client as contemplated under this Services Agreement and/or any Statement of Work.

(m) “**Statement of Work**” has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

(n) **Unsecured Protected Health Information.** In accordance with 45 C.F.R. § 164.402, the term

unsecured Protected Health Information shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

## 2. Services.

(a) Statements of Work. Healthcare IT Leaders will provide Client with Services as set forth in one or more mutually agreed to and signed statement(s) of work which shall contain without limitation, a description of the Services and the Services fee(s), each a "Statement of Work") in a form mutually agreeable to the parties. An example of such a Statement of Work is annexed hereto. The parties agree that Statements of Work may not be complete statements of Services required by Client and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Statement of Work. At Client's request, the Statement of Work may include an estimate of charges for the Services, but such estimate shall not be binding on Healthcare IT Leaders or convert the Statement of Work into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for each hour worked, and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Healthcare IT Leaders' current rates applicable to Client (i.e., the rates applicable to Client as of the effective date of the Statement of Work) for the resources specified; Healthcare IT Leaders is under no obligation to perform any Services other than pursuant to a Statement of Work. Notwithstanding the foregoing, if Healthcare IT Leaders performs Services at the direction of Client and the parties have not signed a Statement of Work for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Healthcare IT Leaders' then-current labor rates for such Services shall apply. Prices for any Equipment or Testing Supplies are subject to change without notice from 3<sup>rd</sup> Parties and Healthcare IT Leaders is not liable for delays due to 3<sup>rd</sup> Parties inability in meeting tests kit availability, test processing demand, or price changes. Healthcare IT Leaders may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Healthcare IT Leaders will remain primarily liable for its and its Contractor's compliance with the terms of this Agreement.

(b) Conditions On Providing Services. Client will assign a project manager who will assume responsibility for management of the project for which the Services are provided. Client will establish the overall project direction, including assigning and

managing the Client's project personnel team. Client will provide Healthcare IT Leaders with such facilities, equipment, and support as are reasonably necessary for Healthcare IT Leaders to provide Services, including remote access to Equipment or Client's systems where necessary. Subject to the terms and conditions of this Services Agreement, Healthcare IT Leaders grants Client a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Client's own, internal computing operations. Healthcare IT Leaders' "Resources" will comply with Client policies including our health requirements.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Statement of Work, Client will use reasonable efforts to provide staffing requests in advance to increase the likelihood that the request can be filled for the start date requested. For COVID-19 related services, Client will provide staffing requests at least two (2) weeks in advance of Start date. Healthcare IT Leaders testing services will not start any sooner two (2) weeks from time shift schedules are confirmed and all Client testing location(s) CLIA requirements are met. Healthcare IT Leaders is not responsible for any delays in testing due to Client location(s) CLIA certification processing requirements or delays. Client's failure to provide timely information, qualified personnel (i.e., Lab Director), and fulfill Client obligations required by CMS to meet CLIA requirements may cause significant delays to the test schedule(s) and also result in CMS fines or CMS termination of the Client's ability to perform testing at location(s). While it is possible to secure staffing within this time frame (and Healthcare IT Leaders will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Client and Healthcare IT Leaders have scheduled a specific time during which Healthcare IT Leaders will provide Services under the terms of this Services Agreement and/or a Statement of Work, Client will be pay undisputed invoices for Services and for pre-approved expenses. No expenses will be reimbursed unless authorized expressly in an SOW or otherwise approved in advance in writing by Client.

(d) In addition to any other obligations of Healthcare IT Leaders set forth herein or in any SOW, the Services to be performed by Healthcare IT Leaders include: (i) managing all aspects of the set-up of all equipment required by Healthcare IT Leaders to perform the Services, (ii) managing all aspects of the Services to be provided, (iii) hiring, paying and maintaining sufficient, duly qualified staff, employees, on-call staff, medical, or other personnel ("Personnel")

to perform the Services in accordance with the terms of this Agreement, including but not limited to hiring all appropriately trained Personnel and (iv) data reporting with such detail as required by Client with regard to all Services rendered and all test results. Healthcare IT Leaders will be responsible for ensuring that all Services are performed in good faith and in compliance with Client's Policies and Procedures and all applicable laws, including without limitation OSHA requirements (Client will provide any special attire, ear protection, and safety briefings, etc., as required), state and federal laws applicable to the Services, HIPAA, and CDC Guidelines (the "Applicable Laws").

### **3. Payment and Taxes.**

(a) Payment. Unless otherwise stated in the applicable Statement of Work, Healthcare IT Leaders will invoice Client for all Services and applicable charges on a weekly basis, as Healthcare IT Leaders renders the Services or Client incurs the charges, as applicable. Client will also reimburse Healthcare IT Leaders for actual travel and living expenses that Healthcare IT Leaders incurs in providing Client with Services under this Services Agreement, with reimbursement to be on an as-incurred basis in accordance with Client's or Client's customer's expense policy. Client will also reimburse Healthcare IT Leaders for all charges incurred in connection with accessing Equipment or Client's systems, if any. Client will issue a Purchase Order of a Letter of Intent to pay each Healthcare IT Leaders invoice for COVID-19 related Test Equipment, Test Kits, Testing related supplies based upon Net Zero (0) terms of the receipt date of invoice. For COVID-19 testing and implementation related Services, Client will also include fifty percent (50%) of the total fees within the PO or Letter of Intent in advance for all Services and Client will pay the first invoice upon Net Zero (0) terms upon the receipt of invoice and future Healthcare IT Leaders invoices within thirty (30) days of the receipt date of invoice. All payments will be made via Automated Clearing House (ACH) per onboarding documentation provided by Healthcare IT Leaders. Late payments, except to the extent disputed in good faith, are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Client is responsible for paying all taxes (except for taxes based on Healthcare IT Leaders' net income, or capital stock) relating to this Services Agreement, and any Services provided, and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Statement of Work. In each instance, Healthcare IT Leaders will invoice Client for

applicable tax amounts and such invoices are due upon Client's receipt thereof.

### **4. Limited Warranty and Disclaimer of Warranties.**

(a) Limited Services Warranty and Remedy for Breach. Healthcare IT Leaders warrants to Client that, for the period beginning on the specific date of performance of a Personnel Resource of the applicable Statement of Work and continuing for the first two (2) weeks of the completion of Services (warranty period) pursuant to that Statement of Work, the Healthcare IT Leaders Personnel Resource will render all Services under such Statement of Work in accordance with best industry practices, and in compliance with all Applicable Laws, and to Client's satisfaction. If Client notifies Healthcare IT Leaders of any objection to any Personnel Resource provided by Healthcare IT Leaders, Healthcare IT Leaders shall replace the Personnel Resource at Client's request at no additional cost. Healthcare IT Leaders will work with Client to fill the assignment with a qualified replacement Personnel Resource as quickly as possible. If despite its reasonable efforts, Healthcare IT Leaders is unable to provide Client with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Client may terminate the Statement of Work pursuant to which the services were performed and Healthcare IT Leaders will not charge or will refund all amounts paid for the Services being terminated that were performed during the warranty period for the specific Personnel Resource. This remedy is exclusive and is in lieu of all other remedies, and Healthcare IT Leaders' sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Healthcare IT Leaders is Healthcare IT Leaders and each of its Resources have made, obtained and/or holds (as applicable), and at all times throughout the term will continue to make, obtain and/or hold (as applicable), all permits, licenses, consents, approvals, authorizations of, or registrations, declarations, or filings with, any Governmental Authority necessary for the provision of the Services (collectively, "Permits"). Healthcare IT Leaders and its Personnel are not, and during the Term shall not be, in violation or default of any of the Permits, and no such Permits are or shall be subject to any pending or threatened revocation, suspension or termination process or proceedings by any Governmental Authority. Without limiting the foregoing:

(i) Each Resource shall at all times during the Term as required, (A) hold a current and valid unrestricted license to practice Medicine and any

other licenses, permits or certifications necessary under Applicable Laws to perform the Services; (B) be trained and appropriately experienced in the practices and procedures necessary to competently perform the Services; (C) comply with all Applicable Laws; and (D) provide the Services in accordance with best practices and with the skill, knowledge and experience customary for comparable licensed professionals.

(ii) Healthcare IT Leaders and/or Personnel have disclosed and will disclose to Client the following matters, whether occurring at any time prior to or during the Term:

(1) any denial or withdrawal of an application, or any suspension, revocation, exclusion or debarment of Healthcare IT Leaders or any Resource, with respect to any state licensure, medical staff privileges at any hospital or other health care entity or facility, board certification or re-certification, participation in any third party payment program (including Medicare, Medicaid and other federal health insurance programs), state or federal controlled substances registration, or malpractice insurance.

(iii) In connection with the provision of Services shall use the equipment, instruments, pharmaceuticals and supplies for the purposes for which they are intended and, in a manner, consistent with sound medical practice.

(c) Background Checks. Healthcare IT Leaders shall conduct background checks and sanctions screening of its Resources, contractors, and vendors.

(d) Software. To the extent Healthcare IT Leaders provides or uses any software or systems in connection with any Services, (1) any such use is in compliance with the applicable contractual agreements between Healthcare IT Leaders and the relevant third-party licensor or supplier (if any); and (2) Healthcare IT Leaders warrants that all such software is in compliance with Applicable Laws, including, but not limited to, HIPAA.

(e) Disclaimer of Warranty. The limited warranty in warranties in this Section 4(a) is made to Client exclusively and is and Section 5 are in lieu of all other warranties. **HEALTHCARE IT LEADERS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY STATEMENT OF WORK, IN WHOLE OR IN PART. HEALTHCARE IT LEADERS EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. HEALTHCARE IT LEADERS EXPRESSLY DOES NOT WARRANT**

**THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.**

(f) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CLIENT HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

(g) Compliance with Law: Healthcare IT Leaders agrees that it will in relation to performance of Services required under any Statement of Work comply with all Application Laws.

#### **5. Confidential Information; Security Incident.**

(a) Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item or such period mandated by Applicable Law, whichever is longer. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

Without limiting the foregoing, Healthcare IT Leaders shall:

(i) use or disclose Personal Data no further than is permitted or required by this Agreement or Applicable Law;

(ii) use appropriate safeguards, and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of information other than as provided for by this Agreement;

(iii) immediately report to Client any use or disclosure of Personal Data which is not expressly permitted hereunder, including without limitation any breaches of unsecured Protected Health Information as required by 45 C.F.R. § 164.410;

(iv) where required by Applicable Law, make available Personal Information should a client personnel who receive Services hereunder request such access within five (5) calendar days from the date of the individual's request; and if such request is made to Client, provide such information to Client within five (5) calendar days of a request to enable Client to respond to any such request:

(vi) correct any Personal Data as requested by the subject individual within five (5) calendar days from the date of the Individual's request, or correct such information when so directed by Client pursuant to an individual's request within five (5) days of direction to do so from Client;

(vii) make information with respect to Protected Health Information required to be included in an accounting of disclosures available pursuant to 45 C.F.R. § 164.528; should an Individual request such accounting or provide the same to Client to respond to such a request from the individual, in each case, within five (5) days;

(viii) enter into written contracts with any Contractors and Resources, that create, maintain, transmit or process any Personal Data on behalf of Healthcare IT Leaders requiring all such Contractors, Resources and to comply with the requirements of this Agreement, including without limitation this Section 5;

(ix) upon prior written request, time and manner designated by Client, make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Personal Data to Client for purposes of enabling Client to determine Healthcare IT Leaders' compliance with the terms of this Agreement:

(x) when required by Applicable Law to report to the CDC or to other governmental or health officials the results of any Services, to provide only the minimum necessary Personal Data required by such Applicable Law; and

(xi) at all times, that Healthcare Leaders retains any Personal Data, use best efforts to establish, maintain and enforce policies and procedures for mitigating and to mitigate, to the greatest extent practicable, any harmful effect that is known to it from any Security Incident, violation of HIPAA or any other Applicable Laws.

(b) To the extent Healthcare IT Leaders may create, receive, maintain, process or transmit Personal Data pursuant to the Services, Healthcare IT Leaders warrants that it shall at all times implement, maintain and enforce administrative, physical, and technical

safeguards that appropriately protect the confidentiality, integrity, and availability of the Personal Data; and (ii) shall ensure that any Contractor and/or Resource, retained by Healthcare IT Leaders in performing the Services also implements, maintains and enforces such appropriate safeguards to protect such information.

(c) Personal Data created, accesses, stored, maintained, processed, or transmitted by Healthcare IT Leaders shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals.

(d) Healthcare IT Leaders shall, upon discovery, immediately (in no event later than five (5) calendar days of discovery) , or within a lesser timeframe that may be required under any Applicable Law, notify Client of any (i) Security Incident (as defined above) or (ii) Potential Breach (as defined above) of unsecured Personal Data; upon notice of such Potential Breach, Healthcare IT Leaders and Client shall jointly assess whether or not a Breach has, in fact, occurred. If the Breach originates with Healthcare IT Leaders, Healthcare IT Leaders shall cooperate with, and provide all necessary assistance and information to, Client in order to meet the requirements of Applicable Laws.

## **6. Term and Termination.**

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Statement of Work (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Statement of Works hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Statement of Works hereunder) on less than thirty days' written notice.

Client may also terminate this Services Agreement and/or any Statements or Work hereunder for its convenience by providing Healthcare IT Leaders with thirty (30) days prior written notice of such termination.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Healthcare IT Leaders will discontinue the provision of all Services and Client will promptly pay Healthcare IT Leaders undisputed invoices for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the

other party under the terms of this Services Agreement or Statement of Work for all Expenses incurred (including pre-ordered Test Kits and Equipment, etc.) and Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

**7. Notices**. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address specified in this Notices Section, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Client must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Healthcare IT Leaders, Attention: Ted Justiss, 925 North Point Parkway, Suite 425, Alpharetta, GA, 30005, or to such other place as Healthcare IT Leaders may subsequently designate for its receipt of notices. Notice to Client shall be sent to:

MiraCosta College  
1 Barnard Drive  
Oceanside, CA 92056

**8. Force Majeure**. Except with respect to the payment of fees under this Services Agreement or a Statement of Work, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, epidemic, pandemic, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties related to manufacturing, shipping, or test processing delays, and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

**9. Assignment**. Healthcare IT Leaders may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise,

and any attempt at such assignment will be void without the prior written consent of Client which will not be reasonably withheld.

**10. No Waiver**. A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**11. Choice of Law; Severability**. This Services Agreement and any claim or dispute arising out of or related to this Services Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles.

This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

**12. INDEMNIFICATION; INSURANCE; LIMITATIONS OF LIABILITY.**

(a) Healthcare IT Leaders shall indemnify, defend and hold harmless Client, Client's affiliates and each of their respective officers, directors, shareholders, partners, managers, members, equity owners, employees, agents and representatives (collectively, "Client Indemnified Parties") from and against any losses, liabilities, lost profits, fines, penalties, damages, costs or expenses (including any court costs and reasonable attorneys' fees) or sanctions arising out of or in connection with any Claims resulting from or arising out of or in connection with (i) any breach or inaccuracy of any representation or warranty made herein by Healthcare IT Leaders, (ii) any breach by Healthcare IT Leaders or any of its agents, employees or other representatives in the performance of its obligations under this Agreement, (iii) any willful or negligent act or omission by Healthcare IT Leaders or any of its agents, employees or other representatives in connection with the performance of its obligations under this Agreement, or (iv) a breach of confidentiality and/or a Security Breach caused by Healthcare IT Leaders' failure to comply with Section 5.

(b) During the Term, Healthcare IT Leaders will maintain the following insurance: (i) Statutory Workers' Compensation, as required by applicable law; (ii) Employers' Liability, with a minimum limit of one million dollars (\$1,000,000); (iii) Commercial General Liability, including Products Liability, Completed Operations Liability, Personal Injury, Advertising Injury and Contractual Liability, on an occurrence basis, with the following minimum limits for bodily injury and property damage: two million dollars (\$2,000,000) per occurrence, five million dollars (\$5,000,000) annual aggregate and respond to claims on a worldwide basis; and (iv) Professional Liability (Professional Indemnity) insurance including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability and Media Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology services or licenses, copyright or trademark infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures and respond to claims on a worldwide basis with a minimum limit of five million dollars (\$5,000,000) each claim and annual aggregate. Healthcare IT Leaders shall add Client as additional insured under the insurance coverage described above for any claims, liability and losses actually or allegedly arising out of or in connection with this Agreement. Upon Client's annual request, Healthcare IT Leaders shall furnish one or more certificates evidencing that the coverage required by this Section. Each such certificate shall state the names of the insurance carriers, relevant policy numbers, dates of expiration and limits of coverage. Healthcare IT Leaders will require all subcontractors to maintain insurance consistent with this section.

**(c) LIMITED LIABILITY OF HEALTHCARE IT LEADERS.** SUBJECT TO THE FOLLOWING SENTENCE, THE TOTAL LIABILITY OF HEALTHCARE IT LEADERS, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT CLIENT ACTUALLY PAID TO HEALTHCARE IT LEADERS FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE STATEMENT OF WORK.

**(d) EXCLUSION OF DAMAGES.** SUBJECT TO THE FOLLOWING SENTENCE, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR

**CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**13. Compliance With Laws.** Client will comply with all laws, rules, and regulations applicable to the use of the Services-

**14. Non-Solicitation of Employees.** During the period that Healthcare IT Leaders is providing Services pursuant to this Services Agreement and for a period of six (6) months following the completion of such Services, neither Healthcare IT Leaders nor Client will offer to hire, hire, solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet or bona-fide solicitation programs of a party which are not specifically directed or targeted to the employees of the other party. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Client's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

**15. Entire Agreement.** This Services Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Client in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services

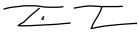
Agreement and all Statement of Works may be signed  
in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized  
representatives.

Effective Date: August 13, 2021

**MiraCosta College**

By:



Signature

**Tim Flood**

Name

Vice President Admin Services

Title

Click or tap here to enter text.

Aug 17, 2021

Date

**Healthcare IT Leaders, LLC**

By:

  
Bob Bailey (Aug 19, 2021 19:29 EDT)

Signature

Robert Bailey

Name

CEO

Title

Click or tap here to enter text. Aug 19, 2021

Date



## STATEMENT OF WORK

Provided as separate documents.

### **Perm Fee Addendum**

#### **Healthcare IT Leaders Permanent Placement Fee Schedule and Guarantee Policy**

Healthcare IT Leaders agrees to provide permanent placement services to (“Client”) which include candidate sourcing, representation, reference checks, interview coordination and initial orientation in return for remuneration according to the following schedule:

**Fee:** Client agrees to pay Healthcare IT Leaders 25% of the candidate’s first annual base salary.

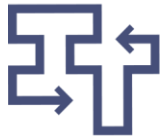
**Payment Terms:** Healthcare IT Leaders will invoice for services rendered after candidate’s first day of work, payable net 30.

**Guarantee Policy:** Healthcare IT Leaders provides a 90-day guarantee refund policy should our candidate be terminated for any reason during 90-day probationary period. The client will be eligible for the following:

**Days 1 - 30 of employment:** Healthcare IT Leaders will offer a full 100% refund of perm fee.

**Days 31 - 60 of employment:** Healthcare IT Leaders will offer a 50% refund of perm fee.

**Days 60 - 90 of employment:** Healthcare IT Leaders will offer a 33% refund of perm fee.



**HEALTHCARE**  
IT LEADERS

August 17, 2021

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Proposal for

# **COVID-19 Comprehensive Testing Program Services Statement of Work**

Submitted to



Charlie Ng, Vice President of Human Resources

*Submitted by:*  
Cole Rossi  
(864) 270-8959

<https://www.healthcareitleaders.com/>

925 North Point Pkwy, Suite 425  
Alpharetta, GA, 30005

## Table of Contents

About Us.....	2
COVID-19 Services.....	2
Scope of Services.....	2
<i>Test Administration Services</i> .....	3
<i>Solution Deliverables</i> .....	4
Fees.....	6
<i>Product Rate Card:</i> .....	6
<i>Professional Services Fees:</i> .....	6
Change Control.....	6
Approvals.....	7

## About Us

Founded in 2011 and based in Alpharetta, GA, Healthcare IT Leaders is a leading national provider of integrated clinical, IT and operational solutions for healthcare delivery. We serve over 200 MSA clients including large healthcare providers (The Cleveland Clinic, Scripps Health), leaders in higher education (Notre Dame, UCLA), and major corporate employers (Optum, Stanley-Black and Decker), among others.



Our leadership team is drawn from large healthcare organizations, consultancies, and workforce solutions firms, including Deloitte, Accenture, IBM, Randstad, and Epic Systems. We employ over 350 individuals, including over 300 clinicians and IT consultants on current engagements. As a measure of the quality of our work, we are **ranked #1 for Healthcare Business Solutions** by KLAS Research, a leading independent analyst organization.

## COVID-19 Services

The situation surrounding COVID-19 is evolving almost daily. Standing up a COVID-19 on-site testing solution requires the coordination of multiple workstreams involving licensing, supplies, equipment, technology, blend of clinical and IT resources, and processes.

Our managed services model includes our internal project management, implementation and training resources utilizing our repeatable service delivery model. We also coordinate and manage strategic partnerships in the lab, technology, manufacturing, and distribution segments to support our COVID engagements. Individualized service needs (e.g., clinical staffing or contract tracing) can be priced outside of a managed services model to meet each client's unique use case.

## Scope of Services

Healthcare IT Leaders will oversee a successful delivery of the following workstreams to ensure the MiraCosta College has a turnkey comprehensive COVID-19 testing solution at their college.

### **Schedule of Services:**

- Engagement Period:
  - Seventeen (17) Weeks
  - Start Date – August 23<sup>rd</sup>, 2021
  - End Date – December 18<sup>th</sup>, 2021
- Test Population – 100 Students + 80 Staff
- Testing Days / Week:

- Monday – Thursday
- 7:00 AM – 11:00 PM PST
- Test Type – Rapid Antigen

## Test Administration Services

- **Delivery Management**
  - Direct all components of the engagement from activation to deactivation in launching COVID-19 testing center at the event.
    - Partner with Client site lead in solidifying the onsite testing center(s), personalized workflow, communication/escalation plans, establishing hours of operations by day, and foresight on any flexed needs
  - Finalize & oversee lab implementation checklist for the testing location(s)
  - Assess & drive awareness to any new market solutions that could improve or drive further efficiency to the Client’s testing solution in a cost-neutral or cost-savings manner.
- **Policies and Procedures**
  - Partner with the Client point of contact for HR and Facilities to:
    - Define testing policies
      - Consent forms, identity verification, health checks, etc.
    - Define standard operating procedures
- **Technology and Reporting**
  - Identify technology requirements for test administration and reporting
  - Define result reporting format and distribution cadence to public health agencies
  - Design direct interfaces with all local/state government entities for results reporting
- **Standalone Reporting Platform**
  - Secure Reporting Platform in a dedicated environment to house all data points & ongoing results to address any corporate & results reporting needs
  - Personalize schedulable reporting based upon Client’s requests & needs on an ongoing basis (daily/weekly/monthly)
  - Real time secure result notification to provide everyone with his or her test results
- **CLIA Certification Compliance**
- **Reporting / Interface Build**
  - Define result reporting format and distribution cadence to public health agencies
  - Direct interfaces with all local/state government entities for results reporting
  - Direct interface with test supplier for ease in result receipt from the instrumentation & ease in test kit/analyzer ordering
- **Logistics Coordination**
  - Medical biohazard waste pickup by site and schedule
  - Client receipt of supplies (general & testing)
  - Solidification of a communication plan or site-specific supporting documentation to assist with in-flow of individuals for a streamlined testing process

- **Asset Management**
  - Testing supplies consumption and ordering
  - Non-testing supplies consumption and ordering
  - Storage of all supplies outside of testing period
- **Supply Chain** – All Product required to complete testing (Test Kits, Analyzers, etc.)
- **Lab Supplies (Non-Testing) & Management**
  - PPE including Disposal Masks, gloves, hand disinfectant, face shields, gowns
  - Disinfectant for cleaning of surfaces, paper towels
  - Test tube racks
  - Large red hazard trash can, w/ red liners, biohazard waste containers for pick up
  - Laptops
  - General office supplies (if necessary)
- **Full-Service Workflow**
  - Efficient flow of participants for specimen collection
  - Setting up a unidirectional site flow with signs, ropes, or other measures to direct site traffic and ensure physical distancing between students
  - Workstations Set-up: Identity Verification, Specimen Collection / Processing & Specimen Resulting Workflows
  - Focus on safety for the students, faculty, and visitors
- **Quality Assurance Components**
  - Collecting and Handling Specimens Safely
  - Evolving CDC guidelines on COVID-19 safety and universal precautions
  - Strict adherence to operating procedures and protocols
  - Strict adherence to manufacturer and lab test requirements for supplies and collected specimens

## Solution Deliverables

To meet your requirements, our Testing and Advisory services pricing model includes all the elements required to implement/decommission an on-site COVID-19 testing program.

### *Healthcare IT Leaders Responsibilities:*

1	Project Management resource to work with the MiraCosta College leadership
2	Site Supervisor to manage the day-to-day operations of the testing center. (Resource counts will vary during the duration of the project).
3	Healthcare IT Leaders will provide the necessary interfaces to securely transfer data via Secure File Transfer Protocol (SFTP) between the Client and the State and Local Government as required by regulation via our Technology Platform.
4	Healthcare IT Leaders will provide standard Testing Center reporting that includes: <ul style="list-style-type: none"> <li>▪ Daily Report – Total individuals tested; total positive, total negative, full compliance report</li> <li>▪ Testing Center Dashboard – will provide the current COVID-19 status for the campus location(s).</li> </ul>

	The reports and dashboards can be customized to each Client testing location as required.
5	Healthcare IT Leaders will provide Client with a site-specific testing plan for each site from which a cost estimate will be developed and provided.
6	Healthcare IT Leaders will provide a patient portal to be accessed by every individual, which will also generate result notifications to provide everyone with his/her result.

**Client Responsibilities:**

1	The client will provide a lab location and will manage the “Lab Location Selection” process per the scope of services
2	Provide the shipping and receiving of testing supplies as well as the proper storage environment prior to setup
3	Designated point of contact for each site where our services will be utilized to ensure proper alignment
4	Provide the proper infrastructure requirements for the testing location that include internet connectivity to support laptops and testing equipment.
5	The client will provide a complete dataset of in-scope individuals to be tested.
6	The client will provide a testing location that is well-lit, clean, climate-controlled space sufficient for: <ul style="list-style-type: none"> <li>▪ Safe entrance and exit</li> <li>▪ Patient confidentiality</li> <li>▪ Locked supply storage cabinets</li> </ul> Tables, chairs, and other furniture as required by the testing location
7	Client will handle all employee communications, scheduling, and coordination of shifts to be tested
8	Client will define and provide employee consent process and privacy per the HR policy and procedures. Healthcare IT Leaders will provide a templated consent form & supporting collection process that can be either adopted or personalized to MiraCosta College’s wishes.
9	Healthcare IT Leaders will utilize the MiraCosta College’s CLIA Waiver, Physician Order, and their current biohazard removal vendor.



## Fees

### Product Rate Card:

Product	Price
BD Veritor™ System Analyzer	\$ 325
BD SARS-Cov-2 Rapid Antigen Test (15-Minute TAT)	\$ 15 / Test

### Professional Services Fees:

Service	Price
Onsite Comprehensive Covid-19 Testing Solution*	\$ 650 / Event

Healthcare IT Leaders will bill MiraCosta College for its Managed Services at a \$ 650 / testing event rate. This rate is inclusive of the clinical staff it would take to take perform the testing on a designated Testing Day. It is not inclusive of the price of each test.

The Projected Cost Schedule below shows the full week cost if MiraCosta College began utilizing the BD SARS-Cov-2 Rapid Antigen Tests provided by Healthcare IT Leaders. The weekly cost is calculated on the assumption of there being a Total of 180 individuals being tested across the four (4) day testing week, and a price per test of \$15/test.

- Testing Population (180) X Price/Test (\$15) = Total Price of Tests/Week (\$2,700)
- Price/Testing Event (\$650) X Testing Days/Week (4) = Price for Testing Service/Week (\$2,600)
- Total Price of Tests/Week (\$2,700) + Price for Testing Service/Week (\$2,600) = Weekly Cost (\$5,300)

### Insurance Billing:

Healthcare IT Leaders has been able to successfully bill low frequency, symptomatic, or close contact instances as well as confirmatory PCR tests via insurance billing to prevent passthrough costs back to the client on all reimbursed tests. Rapid Antigen test insurance reimbursement specifically has increased complexity based upon the insurance plan and whether or not the cost is applied to the plan's deductible.

**\*Note:** The Testing Services pricing will be finalized upon completion of the testing schedule at each location in scope. Adjustments in test volumes, test frequency, and testing coverage hours will create the price fluctuation(s) introduced above.

## Change Control

Should project objectives or requirements exceed the defined deliverables identified in this Statement of Work, all parties will utilize the Change Control process to refine additional time, cost, and schedule impact to meet proposed workloads/deliverables and time frames.

As such situations occur, each change will be documented, and if such change is deemed to alter the time required to complete the project or its cost, the change will be acknowledged by both parties, and the cost and or time estimates updated accordingly by both parties' acceptance. All noted changes must be formally accepted by both parties prior to executing the change.

## Approvals

This Statement of Work is subject to the terms and conditions of the Healthcare IT Leaders, LLC Master Services Agreement, which is hereby ratified and confirmed by the parties. In the event of a conflict, provisions of this Statement of Work will take precedence. Both parties warrant and represent that they have authority to execute this Statement of Work on behalf of their company and bind them to the obligations.

### MiraCosta College

BY: Z.T.  
(AUTHORIZED SIGNATURE)  
TITLE: Vice President Admin Services  
DATE: Aug 17, 2021

### Healthcare IT Leaders, LLC

BY: Bob Bailey  
Bob Bailey (Aug 19, 2021 19:29 EDT)  
(AUTHORIZED SIGNATURE)  
TITLE: CEO  
DATE: Aug 19, 2021


# Healthcare IT Leaders\_MiraCosta College\_MSA

Final Audit Report


2021-08-17

Created:	2021-08-17
By:	Mina Hernandez (mihernandez@miracosta.edu)
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