



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: March 22, 2018

RE: *Approval of Temporary Staffing Agreement between Southern Nevada Health District and Robert Half Technology*

PETITION #05-18

That the Southern Nevada District Board of Health approve the attached Temporary Staffing Agreement with Robert Half Technology for the period January 2, 2018 through July 31, 2018.

PETITIONERS:

Lei Zhang, MS, Senior Public Health Informatics Scientist 12
Michael D. Johnson, Ph.D, Director of Community Services M.D.
Andrew J. Glass, FACHE, MS, Director of Administration [Signature]
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer [Signature]

DISCUSSION:

This Temporary Staffing Agreement is to improve and enhance SNHD disease surveillance system (TriSano). TriSano is an open source, disease surveillance and outbreak management application for infectious disease, environmental hazards, and bioterrorism attacks. It supports needs for data collection, data export for analysis, data interpretation and data dissemination. SNHD adopted it in 2010 to collect all communicable diseases, Lead poisoning, and Opioid overdose investigations.

The contract service was originally budgeted for \$87,210 using the general fund. Due to salary saving from a vacant position and through discussions with grantor, \$40,800 of requirement now is covered through grant funding. The initial contract dates were from 1/2/2018 through 3/31/2018. We are requesting an approval for extending it to the end of July 2018.

FUNDING:

Fully loaded rate \$85 per hour, not to exceed 1,020.50 hours or \$86,742.50.
Public Health Informatics and Epidemiology Community Services grant: \$40,800.00
General fund: \$45,942.50



**SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF TECHNOLOGY
TEMPORARY STAFFING AGREEMENT
C1800094**

THIS SERVICES AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District") and Robert Half Nevada Staff, Inc., through its division Robert Half Technology ("Contractor") (individually "Party" and collectively as "Parties").

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is the Las Vegas office of a national for-profit company engaged in the business of providing workers to perform professional services for clients in, among other things, areas of informatics and information technology in contract-to-hire, full-time, on a temporary basis.

WHEREAS, the Health District is the recipient of grant funding received from the State of Nevada, Department of Health and Human Services, CFDA 93.323 and 93.521, Grant Award NU50CK000419-03, titled Office of Public Health Informatics and Epidemiology Community Services, pursuant to which Health District desires and Contractor agrees to provide Health District with a temporary employee to perform hourly services in the role of an informatics scientist ("Assigned Staff"); and

NOW, THEREFORE in consideration of the mutual promises and conditions herein specified, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **TERM AND CONDITIONS.** This Agreement shall be effective from January 2, 2018 through March 31, 2018 unless sooner terminated by either Party as permitted in this Agreement. At the option of the Parties, this Agreement may be extended upon issuance of an amendment signed by both Parties ("Term").
 - 1.01 Contractor understands and agrees that Health District will utilize Contractor's services on an as-needed basis and at the Health District's discretion. Contractor may, without penalty, decline to accept any offered assignment.
 - 1.02 Health District has the continuing right to reasonably reject candidates proposed by Contractor in furtherance of this Agreement.
 - 1.03 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.

- 1.04 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
- 1.05 Notwithstanding the above 1.04 above, either Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
- a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten business (10) days after receipt of written notice of such breach; or
 - (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 1.06 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachment to this Agreement, which is incorporated into and is specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK AND PAYMENT

3. COMPENSATION. Contractor shall bill Health District and be compensated for the Assigned Staff accepted by Health District at \$85 per hour. The total not-to-exceed amount of this Agreement is \$40,800. The Parties will either terminate the Assigned Staff assignment or agree in writing to an increase in the not-to-exceed amount prior to attainment. Contractor is not obligated to continue to perform services once the not-to-exceed amount has been reached

4. CONFIDENTIALITY.

4.01 During the Term of this Agreement, in the event and to the extent Contractor's Assigned Staff have access to information which is confidential including, but not limited to, protected health information ("PHI") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under, and as they may from time to time be amended ("HIPAA"), personally identifiable information, and/or sensitive personal information, whether oral, written, or electronic, Contractor shall require that Assigned Staff shall comply with state and state federal laws and regulations regarding such information. In accordance with the terms of this Agreement, Assigned Staff have been or will be informed of and trained in the confidentiality and disclosure requirements under applicable federal and Nevada State statutes and regulations, including HIPAA.

4.02 Assigned Staff requested by Health District and referred by Contractor under this Agreement are members of the Health District's workforce solely for purposes of HIPAA and therefore may have access to PHI as provided for in the HIPAA Privacy Rule. Therefore, additional agreements are not necessary for HIPAA compliance purposes. If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that Contractor is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that Contractor will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling protected health information and will ensure compliance with any applicable governmental requirements and regulations.

5. CONTRACTOR RESPONSIBILITIES:

5.01 Contractor shall be responsible for ensuring:

- a) Assigned Staff have the qualifications specified by Health District herein.
- b) Assigned Staff are legally authorized to work in the United States.
- c) Assigned Staff have passed a criminal background check as set forth herein.

Required Screenings:

To the extent permitted by applicable law, Contractor will have a third party vendor perform a seven-year criminal background investigation for the Assigned Staff for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor. At its own expense, Contractor will also have a third-party vendor conduct a 5-panel urine drug screen on the Assigned Staff. Based on the results of the drug screen, Contractor will not place an Assigned Staff with the Health District if the drug screen reveals a substance within these parameters. If Health District requests a copy of the results of any checks conducted on Contractor's Assigned Staff, Health District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

- d) The accuracy, completeness, and adequacy of any and all work and services performed under this Agreement in accordance with the terms hereof. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a part to this Agreement for all loss, damage, or injury to the extent caused by the negligent or wrongful acts of Contractor, or Contractor's employees or agents in the course of work performed under their assignment.

- e) Payment of any applicable salary and benefits, including federal, state and local taxes and fees which may become due and owing by Contractor by reason of this Agreement, including but not limited to, income taxes, assessments, and taxes.
- f) Contractor shall be responsible for securing any and all insurance coverage for Contractor and Assigned Staff which is or may be required by law during the duration of this Agreement. Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. Contractor shall be required to maintain commercial general liability insurance of at least one million dollars (\$1,000,000).
- g) Contractor shall use its commercially reasonable best efforts to refer the same Assigned staff to Health District in order to provide maximum staffing continuity.

5.02 Contractor shall not assign or subcontract any Contractor's duties, obligations, or interests under this Agreement without the prior written consent of the Health District. If Contractor finds it necessary to subcontract some of the work herein, and Health District consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the Contractor of his obligation and liability under this Agreement with Health District and all persons engaged in performing the work covered by this Agreement shall be considered employees of the Contractor.

6. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The services that Contractor provides to Health District under this Agreement will be as an independent contractor with respect to Health District. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Contractor and Health District. Nothing in this Agreement or the relationship between Health District, Contractor, or Assigned Staff shall create a co-employment or joint employer relationship.

6.01 Contractor shall be responsible for, and shall indemnify Health District against, all taxes or contributions (including penalties and interest) for itself and any persons employed or engaged by Contractor in connection with the performance of the Services hereunder required by law or the terms of this Agreement and indemnify Health District against any claims made by or on behalf of any such employee, contracted, or otherwise engaged based on Contractor's failure or breach.

6.02 Contractor shall provide the services set forth on Attachment A, Scope of Work. Health District shall not control the manner or means by which Contractor or Contractor's employees or agents perform the Services subject to this Agreement and Health District's obligation to supervise the assigned Staff while providing Services to Health District. In the performance of Services hereunder, Contractor shall comply with all applicable Health District instructions regarding its policies relating to the provision of services, office conduct, health and safety, and the use of Health District facilities, supplies, information technology, equipment, networks, and other resources.

7. COOPERATION. Health District and Contractor agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or involve any Assigned Staff.

8. **SUBCONTRACTING.** Contractor shall not subcontract any portion of the services required by this Agreement without the prior written approval of Health District. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
9. **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.
10. **FEDERAL AUDIT REQUIREMENTS – FOR-PROFIT ORGANIZATIONS.**
- 10.01 Contractor, a for-profit organization, is required to have an audit if it expends a total of \$750,000 or more in federal funds under one or more Federal awards. Consistent with 2 CFR Part 200 as amended, Contractor has two options regarding the type of audit that will satisfy audit requirements:
- a) An audit made in accordance with Generally Accepted Government Auditing Standards (aka the Yellow Book), as revised; or
 - b) An audit that meets the requirements contained in 2 CFR Part 200.501.
- 10.02 Contractor is required to have an audit, in accordance with the above audit requirements, if it expends a total of \$750,000 or more of federal awards directly or indirectly during its fiscal year. If Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from federal audit requirements, but is still required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, Health District audit requirements are applicable.
11. **BOOKS AND RECORDS.** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

12. **BREACH; REMEDIES.** Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. **LIMITED LIABILITY.** Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive damages.
15. **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
16. **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party to this Agreement agrees to be responsible for the liabilities arising out of their own negligent conduct and the negligent conduct of their respective officers, employees, and agents, and neither party shall be liable for, or have any duty of indemnification with respect to, any negligent acts or omission of the other party.
17. **NON-DISCRIMINATION.** As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, gender, gender expression, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, relating to this Agreement.
18. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
19. **ASSIGNMENT.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

20. KEY PERSONNEL. The Health District's Informatics Manager, Lei Zhang, unless otherwise designated in writing by Health District, shall be the overall manager of this Agreement and be the single point-of contact for resolution of Agreement-related issues. Andy Roth shall be the single point of contact for Contractor.
21. PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
22. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof. This Agreement is only applicable to, and the only Robert Half Nevada Staff, Inc. division and branch obligated under this Agreement is, the Robert Half Technology division of the branch office located in Las Vegas, Nevada.
24. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
25. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Contractor may perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.
26. TIME. Contractor agrees that time is of the essence in this Agreement.
27. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
28. THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.
29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

30. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. Health District is, and shall be, the sole and exclusive owner of all right, title and interest in and to the work product created by Assigned Staff on Health District's behalf, including all intellectual property rights therein. Contractor agrees, and will cause its Assigned Staff to agree, that with respect to any work product that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such work product are hereby deemed a "work made for hire" for Health District. To the extent that any of the work product do not constitute a "work made for hire," Contractor hereby irrevocably assigns, and shall cause Assigned Staff to irrevocably assign to Health District, without additional consideration, all right, title and interest in and to the work product, including all intellectual property rights therein. Contractor shall cause Assigned Staff to irrevocably waive, to the extent permitted by applicable Law, all claims Assigned Staff may now or hereafter have with respect to the work product.
31. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:


Southern Nevada Health District
 Financial Services Department
 280 S. Decatur Blvd
 Las Vegas, NV 89127

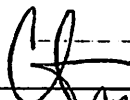
Robert Half Nevada Staff, Inc.
 District President
 3993 Howard Hughes Parkway, Suite 300
 Las Vegas, NV 89169

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

ROBERT HALF NEVADA STAFF, INC.^{EOE}


By: 
 Andrew J. Glass, FACHE, MS
 Director of Administration

By: 
 Craig Kapper
 District President

Date: 1/3/18

Date: 1/2/18

Approved as to form:


 Annette J. Bradley, Esq.
 General Counsel

ATTACHMENT A
SCOPE OF WORK AND PAYMENT

1. **Scope of Assignment.** Assigned Staff is only authorized to perform work within the scope of the assignment. Staff shall work at assigned Health District location with Health District provided equipment and will not be permitted or required to perform services remotely (e.g., on premises other than Health District's premises) or to use computer systems or equipment owned or licensed by the Assigned Staff. Health District will be responsible for supervision of Assigned Staff and will not require Assigned Staff to work outside of the scope of assignment. Assigned Staff is not authorized and will not be required by Health District, to sign contracts, statements, or binding agreements on behalf of Health District or Contractor.

Staff Assignment. Assigned Staff will work on ELR updates, Trisano/EpiTrax surveillance software improvements, and other informatics projects which support the ELC grant. Assigned Staff is only authorized to perform work within the scope of this Assigned Staff Assignment. Assigned Staff shall, incidental to performance of the hourly services, commit code to the Health District repository daily with a properly formatted and sufficiently detailed commit message.

2. **Health District Agreement.** Health District agrees it will not permit or require Assigned Staff to make any final decisions on Health District's behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require Assigned Staff to make any management decisions or to operate machinery (other than office machines) or automotive equipment.

It is understood that Health District is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Health District and that Contractor shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Health District will provide training to Assigned Staff on any applicable requirements imposed by HIPAA or Health District's required security processes and procedures.

Health District will not permit Assigned Staff to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables.

It is understood that Health District is responsible for reporting any claim to Contractor in writing during or within ninety (90) days after the assignment. Under no circumstance will Contractor be responsible for any claim related to the assignment, including but not limited to work performed by Assigned Staff, unless such claim has been reported in writing to Contractor within ninety (90) days after termination of the respective assignment.

3. **Assigned Staff Confidentiality.** Assigned Staff will agree to execute any confidentiality agreement Health District may require. Health District is responsible for obtaining Assigned Staff's signature. Health District agrees to hold in confidence the social security number and other legally protected personal information of Assigned Staff and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.
4. **Guarantee.** If during term of Agreement, Assigned Staff is determined unsatisfactory or does not fulfill requirement, Assigned Staff will be terminated within 24 hours of notice, and Contractor agrees to replace staff within 40 hours of notice of termination. The replacement Assigned staff must be approved by Health District before starting work.
5. **Payment to Contractor.** Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments for hourly services shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement. Background checks for Assigned Staff will be conducted and paid for by Contractor. To the extent permitted by applicable law, Contractor will have its third party vendor: (1) perform a seven-year criminal background investigation for (i) all state felony convictions and pending felony charges and (ii) state misdemeanor convictions and pending misdemeanor charges, in each case, in each county where Assigned Staff has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor; and (2) conduct a 5-panel urine drug screen for Assigned Staff. If Health District requests a copy of the results of the foregoing checks or screenings conducted on Assigned Staff, Health District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
6. **Payment Schedule.** Assigned Staff will submit either an electronic time record or a time sheet, along with daily activity log for verification and approval at the end of each week. Health District approval thereby indicates acknowledgement of the assignment work completed. Contractor pays Assigned Staff on a weekly basis and will bill Health District bi-weekly for actual hours worked. Health District will pay undisputed amounts of invoices within thirty (30) days of receipt. Contractor will confirm the Assigned Staff's name, job title, bill rate, and start date in writing upon commencement of the assignment.
7. **Hiring Referred Assigned Staff.** After the performance of Assigned Staff while on the job, Health District may wish to employ this person directly. Assigned Staff represent Contractor's inventory of skilled employees and in the event they convert to Health District's employ within six (6) months after the end of their respective assignment at Health District, Health District agrees to pay a conversion fee. The conversion fee will equal a percentage of the professional's annual compensation based on total hours worked on assignment at the time of conversion as set forth in the below schedule. The conversion fee will be owed and invoiced upon hiring of Assigned Staff, and payment is due upon receipt of invoice. The same calculation will be used if Assigned Staff is converted on a part-time basis using the full-time equivalent salary.

Hours worked	Conversion % of Annual Base Salary
0-170	25%
171-340	20%
341-510	15%
511-680	10%
681-850	7%
851-1020	5%
1021+	0%

8. Health District shall not be liable for interest charges on late payments.
9. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.