

Tricia Simms

Accountant

tsimms@houseinvestments.com

Shonte Halliday

shalliday@jillshousememorycare.com



Phone Number/Fax Number: 317-689-8370
Email: Contracts@PhoenixStaffingPartners.com
Address: PO Box 536 Yorktown, IN 47396

To Whom It May Concern:

Phoenix Staffing Partners extends its reach to cater to facilities across the entire state. With a substantial roster of highly skilled and dependable healthcare professionals, including Registered Nurses, Licensed Professional Nurses, and Certified Nursing Assistants, we are poised to meet your company's diverse needs.

Our unwavering dedication to delivering services of the highest quality is matched only by our commitment to punctuality and professionalism. We are determined to redefine industry standards and set a new precedent for excellence in agency services.

Enclosed for your consideration is our contract, meticulously outlining our business policies, procedural framework, payment terms, and flexible scheduling options. We believe in transparency and aim to provide you with a clear understanding of how we operate.

Thank you for considering Phoenix Staffing Partners for your staffing requirements. We are excited about the potential to work together and provide outstanding support to your facility.

Looking ahead, we are committed to providing your facility with dependable, qualified medical staff that will seamlessly complement your operations.

Larry Douthitt II, Partner

Phoenix Staffing Partners



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STAFFING AGENCY CONTRACT

This Staffing Agency Contract ("Agreement") is made effective as of 01-05-2024 ("Contract Date"), by and between HI Jills House located at 751 E Tamarack Trail Bloomington ... ("Facility") and Phoenix Staffing Partners located at PO Box 536 Yorktown, IN 47396

The Parties agree to the following:

1. **DESCRIPTION OF SERVICES.** Phoenix Staffing Partners is a medical staffing agency which provides licensed RNs, LPNs, QMAs, and CNAs to medical facilities. Facility shall contact Phoenix Staffing Partners with its scheduling needs and Phoenix Staffing Partners shall use its best efforts to accommodate those needs. Phoenix Staffing Partners works with licensed nurses and is continually adding highly qualified staff to that roster. Phoenix Staffing Partners shall cover all payroll, worker's compensation insurance, and other employment needs of its staff; Facility shall have no employer-type obligations to Phoenix Staffing Partners' provided staff other than the customary provisions, including but not limited to, a safe, non-hostile working environment, provision of supplies and equipment for their use while on duty, and Facility's compliance with all applicable laws and regulations.

2. PAYMENT FOR SERVICES

a. Services provided by Phoenix Staffing Partners shall be compensated at the following hourly rates:

POSITION	REGULAR	HOLIDAY	OVERTIME
CNA	\$40.00	\$60.00	\$60.00
QMA	\$50.00	\$75.00	\$75.00
LPN	\$60.00	\$90.00	\$90.00
RN	\$70.00	\$105.00	\$105.00

- b. Weekend rates are effective from the starting time of the PM shift on Friday through the night shift on Sunday.
- c. See Section 8 below for observed Holidays subject to holiday rates.
- d. Overtime shall be charged for any Phoenix Staffing Partners employee serving more than forty (40) hours at your Facility. In addition, any Phoenix Staffing Partners employee who has accumulated forty (40) hours in one work week, combined amongst all facilities served, shall only be offered to Facility to fill a shift upon agreement that overtime rates will be in place for that shift.
- e. Invoices, including the individual time sheets establishing the hours worked by Phoenix Staffing Partners staff, will be submitted to the Facility on a weekly basis, with week ending time of Saturday at 11:59 p.m.
- f. Payments are due to Phoenix Staffing Partners within thirty (30) days of submitted invoice.
- g. After 31 days, a late charge of \$5 per day shall be added to the Facility's account.
- h. Payments later than 45 days may be subject to legal collection action. Should Phoenix Staffing Partners have to resort to legal action to collect on an unpaid invoice, Facility agrees and accepts that it shall be responsible for all court costs and attorney fees, including those incurred by Phoenix Staffing Partners.

3. **COMPLIANCE WITH LAWS.** Phoenix Staffing Partners shall comply with federal, state and local labor and employment laws applicable to its employees and contractors, including, but not limited to, the Immigration Reform and Control Act of 1986; the Internal Revenue Code (Code); the Employee Retirement Income Security Act (ERISA); the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Family Medical Leave Act (FMLA); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act (ADA); the Fair Labor Standards Act (FLSA); the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA); and the Patient Protection and Affordable Care Act (PPACA). Facility is equally expected to comply with all laws applicable to its operations.

4. **RELATIONSHIP BETWEEN PARTIES.** It is understood by all parties in this contract that Phoenix Staffing Partners is an independent contractor without any benefits, health insurance, paid vacations, accumulations of PTO, or other benefit to be provided by Facility.

5. **CONFIDENTIALITY.** Phoenix Staffing Partners will not at any time or in any manner, directly or indirectly, use for personal benefits of staffing agency, or disclose in any manner any information that is proprietary to the Facility. Phoenix Staffing Partners will protect such information and treat as strictly confidential in accordance with all healthcare/HIPAA regulations.

6. **ACCIDENTS OR INJURIES.** Phoenix Staffing Partners acknowledges its obligation under worker's compensation laws and it will maintain during the term of this agreement appropriate workers compensation insurance coverage for the benefit of its employees. Phoenix Staffing Partners waives any rights to recovery for worker's compensation liability from Facility for any workplace injuries that its employees may sustain while performing services under this contract, unless incurred through the gross negligence, willful misconduct, or intentional actions of Facility.

7. **INDEMNITY.** Phoenix Staffing Partners shall defend, indemnify, and hold Facility and its subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses and liabilities to the extent caused by Phoenix Staffing Partners' breach of this agreement; its failure to discharge

its duties and responsibilities under this agreement; or the negligence or gross negligence or willful misconduct of its officers, employees, or authorized agents in the discharge of those duties and responsibilities. Facility shall defend, indemnify, and hold Phoenix Staffing Partners and its subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities, other than those waived in section 6 herein, to the extent caused by Facility's breach of this agreement; its failure to discharge its duties and responsibilities under this agreement; or the negligence, gross negligence, or willful misconduct of its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

8. **HOLIDAYS OBSERVED.** Phoenix Staffing Partners observes the following holidays, and rates will be charged at 1.5 times the standard rate listed herein beginning at 12:01am on the day of said holiday:

New Year's Eve; New Year's Day; Martin Luther King; Easter Sunday; Mother's Day;

Memorial Day; Father's Day; Independence Day; Labor Day; Thanksgiving Day; Black Friday; Christmas Eve, and Christmas Day. In addition, please note that the third shift on the eve of these observed holidays would also be at the holiday rate as third shift is the next day's business.

9. **NON-SOLICITATION/EMPLOYEE HIRING.** Phoenix Staffing Partners places a lot of time, effort, and expense into recruiting and maintaining qualified individuals to serve its partners staffing needs. Therefore, Facility is advised to not solicit Phoenix Staffing Partners employees. If a Phoenix Staffing Partners employee terminates employment at Phoenix Staffing Partners and becomes an employee or contractor of Facility within 24 weeks of an assigned Phoenix Staffing Partners shift at that Facility, it will result in a charge to the Facility of reasonable compensation for the loss of that employee: Two thousand five hundred dollars(\$2500) for a CNA; Three thousand five hundred dollars(\$3500) for a Qualified Medical Assistant; Four thousand five hundred dollars (\$4500) for a Licensed Practical Nurse; and Five thousand five hundred dollars (\$5500) for a Registered Nurse. Facility agrees that this is reasonable compensation and will submit payment promptly upon demand.

10. **COMPLETE AGREEMENT/MODIFICATION.** This contract contains the entire agreement of the parties. No modifications shall be made, unless in writing and signed by both parties.

11. **DOCUMENTATION.** Phoenix Staffing Partners will provide to Facility a packet of staff credentials prior to commencing services, including employee's certification/license, current TB test, criminal background check results, and CPR certification if obtained.

12. **APPLICABLE LAW.** The contract shall be governed by the laws of the State of Indiana.

13. **SEVERABILITY.** If any provision of this contract shall become invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

14. **DISPUTE RESOLUTION.** The parties agree to attempt to informally resolve any dispute, excepting belated invoices under section 2(f), under this agreement through reasonable negotiation and/or formal mediation prior to filing a complaint in a court of law. Should reasonable attempts to resolve the issue fail, the parties consent to jurisdiction in the courts of Delaware County, Indiana.

15. **NOTICES.** Any notices to be sent under this Agreement shall be sent to the following addresses via first class or certified U.S. mail: PO Box 536 Yorktown, IN 47396

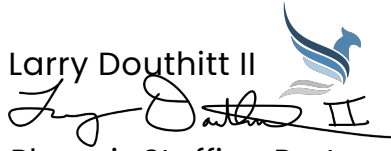
For Facility: HI Jills House

Tricia Simms

Accountant

751 E Tamarack Trail Bloomington Indiana

For Phoenix Staffing Partners : Larry Douthitt II



Phoenix Staffing Partners

16. **TERMINATION.** Either party may terminate this Agreement with thirty (30) days' written notice to the other party, subject to payment of final billings. Notice may be waived if the parties agree or a catastrophic event makes the provision of services impossible. Confidentiality and Non-Solicitation provisions shall survive the termination of this Agreement.

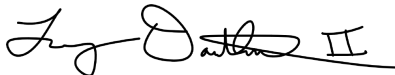
17. **CANCELLATION POLICY.** Any scheduled shift that is to be canceled needs to be done two (2) hours prior to start of that scheduled shift or Facility will be charged and billed for two (2) hours (four (4) hours if job site is greater than 75 miles from Muncie, Indiana) at the rate of the position scheduled. If Facility determines staffing is not needed and sends a Phoenix Staffing Partners employee home upon that individual arriving at the job location, Facility will be charged for two (2) hours of time (or four (4) hours if job site is greater than 80 miles from Muncie, Indiana). All shifts to be canceled need to be communicated to the Phoenix Staffing Partners Scheduler at Phone Number:

By: Tricia Simms Signed at: 2024-01-05 15:14:01

Printed Name: Tricia Simms

Title: Accountant

Phoenix Staffing Partners



By: Larry Douthitt II, Partner



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Optional Premium Rate Addendum

We offer a premium rate for our staff for your hard to fill shifts. If you would like to make any of your shifts premium, the rate will increase by \$20 per hour for any shift you deem Premium. This will affect Overtime rates as well as COVID rates just for shifts requested as "Premium Shifts".

The Premium rates will be as follows:

CNA: \$56 weekday/\$59 weekend

QMA: \$66 weekday/\$69 weekend

LPN: \$76 weekday/\$79 weekend

RN: \$86 weekday/\$89 weekend

If you have any questions regarding "Premium Shifts", please call us at Phone Number.

Signature: _____

Name: Tricia Simms

Title: Accountant

Phoenix Staffing Partners

By: Larry Douthitt II, Partner



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