

General Staffing Agreement

MBA Professional Recruiting LLC (MBAPR), with its principal office located at 17111 58th Ave NW, Stanwood, WA 98292 ("STAFFING FIRM"), and _____, with its principal office located at _____ ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will

- a. Upon the request of the CLIENT recruit, screen, interview, and provide nurses (RNs, LPNs, and CNAs) as well as interim DNS and Nurse Consultant. These professionals, referred to as employees, will perform the type of work requested by the CLIENT for supplemental staffing services, subject to availability of qualified employees;

Employees. STAFFING FIRM will supply the CLIENT with employees who meet the following criteria:

1. Possesses current state license/registration and/or certification, as applicable for the services provided to the Client. Possess current CPR certification, if required by applicable laws, regulations, or accreditation standards to be provided to the Client if requested.
 2. Meet staffing Firm and Clients conditions of employment regarding health, background check, references, and other applicable hiring criteria.
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
 - d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
 - e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
 - f. In instances where CLIENT is Medicare and/or Medicaid certified, STAFFING FIRM will make the following documents available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representative until the expiration of 4 years after the services furnished under this agreement in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980:
 1. Contracts
 2. Books
 3. Documents and Records

CLIENT's Duties and Responsibilities

2. CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
 - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
3. Request for Employees:
- a. Per Diem Requests:
 - Are employees hired for a minimum of 4 hours to a maximum of 12 hours in duration at the established fees as defined in Exhibit A. Per Diem Requests should be made at least 24 – 48 hours prior to the desired start time to ensure adequate time for the STAFFING FIRM to find the best qualified employee for the requested job description and to ensure that the employee will be there on time. All pertinent information regarding the requested job shall be provided on initial contact (reporting time, job duties, etc.).
 - b. Contract Requests:
 - Is defined as CLIENT requesting the STAFFING FIRM to provide an employee to work either part time or full time for a minimum of 6 weeks. A Contract agreement providing the specific details for the contract shall be provided on initial request. This contract may be extended upon mutual agreement in writing between the STAFFING FIRM and the CLIENT.
 - c. Full-Time Employment Request:
 - Is defined as the CLIENT requesting the STAFFING FIRM to find an Employee to work full time at the CLIENT's facility. Details as to the qualifications of the desired candidate, position description, hours to be worked, compensation, benefits, etc. shall be provided on initial contact. The STAFFING FIRM will interview potential candidates and provide the CLIENT with the information about the applicant that the STAFFING FIRM feels best fits the requested requirements for further evaluation of the applicant. If the applicant is rejected by the CLIENT, the CLIENT shall provide the STAFFING FIRM with the applicant's shortcomings in order for the STAFFING FIRM to find an applicant that is a better fit for the CLIENT. When the applicant is accepted by the CLIENT, the CLIENT will provide the STAFFING FIRM with compensation as set forth in EXHIBIT A.
 - d. Short Notice Requests:
 - If staffing request is received by the STAFFING FIRM less than 2 hour prior to the start of the shift, the CLIENT agrees to pay the STAFFING FIRM for the entire shift, provided the Employee reports to the CLIENT's facility within a reasonable period based on travel time from the Employees home.
 - 1. Cancellations:
 - e. Per Diem:
 - STAFFING FIRM will bill the CLIENT for 50% of the scheduled shift duration if the CLIENT cancels the request 2 hours or less prior to the start of the shift for each scheduled employee per the agreed upon fees in Exhibit A. The STAFFING FIRM will be responsible for contacting the affected employee(s) prior to the scheduled start of the shift.
 - f. Contract:
 - If the CLIENT cancels a Contract request 2 or more weeks prior to the start of the assignment, the STAFFING FIRM will not charge the CLIENT a penalty fee.
 - If the CLIENT fails to cancel a Contract request within the above given time frame, the CLIENT agrees to provide the STAFFING FIRM with a fee equivalent to 40 hours at the agreed upon fee set forth in Exhibit A.
 - g. Full-Time Employment:
 - If the CLIENT cancels a Full-Time Employment request within 48 hours of initial submittal to the STAFFING FIRM, no penalty fees will be charged.
 - If the CLIENT fails to cancel the Full-Time Employment request within the above time frame, the CLIENT agrees to pay the STAFFING FIRM with the agreed upon fee set forth in Exhibit A.
 - h. Short Notice:
 - If the CLIENT cancels a Short Notice request prior to the employee's arrival at the facility, the CLIENT agrees to pay the STAFFING FIRM for 50% of the requested shift hours per the agreed upon fee set forth in Exhibit A.
 - If the CLIENT fails to cancel a Short Notice request within the above timeframe, the

CLIENT agrees to pay the STAFFING FIRM 100% of the requested shift hours per the agreed upon fee set forth in Exhibit A.

4. Patient Care Responsibility:
 - a. The CLIENT shall retain full responsibility and authority for patient care while using employees provided by the STAFFING FIRM.
5. Reassignment:
 - a. Employees provided by the STAFFING FIRM shall only be placed in assignments that matches the job description the CLIENT provided the STAFFING FIRM.
 - a. Reassignment of an Employee provided by the STAFFING FIRM shall be to a like department/unit and the employee must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit.
 - b. The CLIENT shall notify the STAFFING FIRM in writing of any reassignment of STAFFING FIRM employees.
 1. Non-Solicitation:
 - c. The CLIENT shall not induce/encourage Employees provided by the STAFFING FIRM to switch to any other staffing firm during the term agreed upon in this contract.
 - d. Change of Employee staffing firm shall only be allowed if agreed upon in writing.
 2. Dismissal:
 - e. If the CLIENT determines that an employee provided by the STAFFING FIRM is incompetent, has engaged in misconduct, or has been negligent, the CLIENT may instruct the Employee to leave the premises and inform the STAFFING FIRM of the dismissal and the reason(s) immediately.
 - f. CLIENTs obligation to compensate the STAFFING FIRM will be limited to the actual hours the dismissed employee worked.
 - g. The STAFFING FIRM will not reassign the employee to the CLIENTs facility without prior authorization.

Payment Terms, Bill Rates, and Fees

6. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
7. Overtime and holiday pay shall be as defined in Exhibit A.
8. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 3 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and either:
 - a. Continue the Assigned Employee's assignment from STAFFING FIRM for his or her next 6 months;
 - b. Pay STAFFING FIRM a fee in the amount of 25% of the employee's annualized compensation with the new employer, whichever is higher.
9. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.
10. Minimum Hours Per Day
 - a. If the CLIENT limits an Assigned Employee's workday to fewer than 8 hours, STAFFING FIRM may deem that day to include 8 hours of time worked and may bill CLIENT 8 hours if STAFFING FIRM pays the Assigned Employee for the hours.
11. Late Payment Penalty
 - a. CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 10 days from the date of receipt at the compounded rate of 10% per billing cycle or the maximum legal rate, whichever is higher, calculated from the date of receipt.

12. Travel Expense

- a. CLIENT agrees to cover all reasonable travel and accommodation expenses incurred by the employee if the travel distance from the employee's home to the facility exceed 50 miles.

13. Placement Fee:

- a. If the CLIENT decides to hire an Employee provided by the STAFFING FIRM through this agreement, the CLIENT will either:
 - Provide the STAFFING FIRM with 180 days notice of the intent of hiring the Employee and continue to provide full time employment, 40 hours or more per week, through the STAFFING FIRM for that period of time.
 - Provide the STAFFING FIRM with a placement fee as agreed upon in Exhibit A.

14. International Hires Fee:

- a. If the CLIENT contacts the STAFFING FIRM to find an employee outside of the United States, and when the CLIENT accepts the applicant suggested by the STAFFING FIRM, the CLIENT shall:
 - i. Provide the STAFFING FIRM with financial records as required by immigration in order to obtain an EB3 visa for the prospective employee.
 - ii. Upon completion and acceptance of the employees EB3 visa application the CLIENT shall provide the STAFFING FIRM with the following:
 1. Reimbursement of expenses the STAFFING FIRM incurred as a result of working on bringing the employee into the USA (Test Fees, Immigration Fees, Transportation Fees, etc.) as agreed upon between the CLIENT and STAFFINGFIRM.
 2. A placement fee equal to 25% of the employee's annualized compensation with the CLIENT.

Background Checks

15. STAFFING FIRM will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT:

Confidential Information

16. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

17. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

18. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
19. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

20. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
21. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 4 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
22. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

23. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
24. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
25. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
26. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
27. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
28. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
29. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
30. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
31. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
32. Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.
33. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.
34. This agreement will be governed by and construed in accordance with the laws of the state of

Washington, without reference to any conflicts of law principles thereof.

35. STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within 48 hrs, STAFFING FIRM will make reasonable efforts to replace the Assigned Employee immediately.

Insurance:

36. CLIENT shall maintain, at its sole expense, a valid policy of insurance covering acts of omission which may give rise to liability under this agreement in an amount generally considered standard for the CLIENTs industry.

37. CLIENT will provide prompt written notice to the STAFFING FIRM of any change in coverage.

Term of Agreement

38. This Agreement will be for a term of _____ from the first date on which both parties have executed it. The Agreement may be terminated by either party upon _____ days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon _____ hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

_____ CLIENT	_____ MBA Professional Recruiting LLC STAFFING FIRM
_____ Signature	_____ Signature
_____ Printed Name	_____ Bo Hagen Printed Name
_____ Title	_____ President/CEO/CFO Title
_____ Date	_____ Date

Exhibit A

Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
RN	Day	All	\$90
RN	Evening	All	\$92
RN	Night	All	\$93
LPN	Day	All	\$80
LPN	Evening	All	\$82
LPN	Night	All	\$83
CNA	Day	All	\$60
CNA	Evening	All	\$62
CAN	Night	All	\$63
Interim DNS	Day	All	\$250
Nurse Consultant	Day	All	\$200
Overtime (work exceeding 40 hours per week)	All	All	150% of above bill rate
Holidays (New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day)	All	All	200% of above bill rate

<hr/> <p>CLIENT</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>	<p>MBA Professional Recruiting LLC</p> <hr/> <p>STAFFING FIRM</p> <hr/> <p>Signature</p> <hr/> <p>Bo Hagen</p> <hr/> <p>Printed Name</p> <hr/> <p>President/CEO/CFO</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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Exhibit B

Benefits Waiver for Assigned Employees

This sample employee waiver language has been prepared to accompany the General Staffing Agreement and if used would apply to the specific staffing client that is party to the agreement. Many staffing firms use an employment agreement with assigned employees that includes a waiver of claim to the employee benefits of staffing clients. A sample of such an agreement is included in Employment Law for Staffing Professionals, published by the American Staffing Association. Some benefits experts believe employee waivers are not enforceable unless they are consistent with, and expressly sanctioned by, the client's benefit plan, which suggests that the waivers must be tailored to particular customer situations. Staffing firms should discuss with their own legal counsel.

Agreement and Waiver

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

Exhibit C

Confidentiality Agreement for Assigned Employees

This sample has been prepared to accompany the General Staffing Agreement and if used would apply to the specific staffing client that is party to the agreement. Many staffing firms use an employment agreement with assigned employees that includes a provision to protect the confidentiality of staffing client information. A sample of such an agreement is included in Employment Law for Staffing Professionals, published by the American Staffing Association.

Assigned Employee Confidentiality Agreement

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment to CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from a violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date

Optional Provisions

Reports

At no additional cost to CLIENT, STAFFING FIRM will generate and deliver to CLIENT the following reports, at the indicated intervals: _____

On-Site Coordinator

STAFFING FIRM will be represented at CLIENT's premises by an On-Site Coordinator. CLIENT will have the continuing right to reasonably disapprove of the person designated for this role by STAFFING FIRM and to require a suitable replacement. STAFFING FIRM will also arrange for substitutes to cover the On-Site Coordinator's material absences during CLIENT's business or other operational hours. CLIENT will provide the On-Site Coordinator with the necessary office space, furnishings, and other resources as the parties may agree on from time to time. The On-Site Coordinator's duties will be as follows:

CLIENT-Recruited Employees

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM, there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways:

- By Mutual agreement.
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Conversion Workout Period; Credit for Past Service

[May be added to the end of paragraph 5.] However, under option (a), the length of the required assignment continuation will be reduced by the Assigned Employee's prenotice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been billed.

No Staff Hire-Aways; Fee

CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 180 days thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 25% of the employee's annualized compensation with the new employer.

Financial Audit

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

Nature of Relationship

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the state of Washington, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.