Professional Nursing Service



Join Our Family

Agreement for Health Care Staffing

Health Care General Staffing Agreement

This Supplemental Staffing Agreement (the "Agreement") is made and entered into as of the later of

_____ , 20___or the execution of the Agreement by both parties

(the "Effective Date") by and

Between_____, with its principal office

located at _____("STAFFING FIRM"),

and with its principal office located

_____

("CLIENT ORGANIZATION NAME")

_____

("CLIENT CORPORATE MAILING ADDRESS")

R E C I T A L S:

A. STAFFING FIRM is a temporary staffing company in the business of providing supplemental staffing to medical care providers such as CLIENT ("Services").

B. CLIENT desires STAFFING FIRM to provide, when requested and on a nonexclusive basis, supplemental health care staffing services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, STAFFING FIRM and CLIENT agree as follows:

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will
   a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A.

   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 contract, new hire and confidentiality agreements (before they begin their assignments to CLIENT).

   e. **Maintain the following records for each of its Assigned Employees:**

      (1) A completed application that includes education,skills, specialties, and preferences

(2) *Documentation of education and training*
(3) *Skills checklist (annually)*
(4) *Two recent work references (verifiable within last three years)*
(5) *Negative tuberculosis, Negative COVID-19 and drug tests and evidence of satisfactory health status in accordance with state regulations*
(6) *Dates hired and oriented (Facility Orientation if required)*
(7) *Job description*
(8) *Performance evaluation (annually)*
(9) *A copy of current valid license, registration, or certification, as applicable*
(10) *U.S. Citizenship and Immigration Services Form I-9 and documents establishing identity and work authorization*
(11) *At STAFFING FIRM expense, results of National background check/ 7 panel drug screen and all qualification checks listed for Assigned Employees is included in the Bill Rate*

f. Cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
   (1) Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
   (2) Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of $ 1 Million
   (3) Professional liability insurance with limits of $ 3 Million
   (4) On CLIENT's request, STAFFING FIRM will give CLIENT certificates of this insurance coverage or, with the insurer's concurrence, make CLIENT an additional insured for STAFFING FIRM's services.

g. Not discriminate in the assignment of its Assigned Employees on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.

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 contacting the STAFFING FIRM's express prior written approval.

   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.

f. Agree that STAFFING FIRM's duty to fill assignments is subject to the availability of qualified Assigned Employees.

g. **Orientate Assigned Employees to its facility and its rules and regulations, including but not limited to the physical layout of, and any equipment in, any unit or work area to which such Assigned Employees are assigned.**

h. **Allow Assigned Employees (if applicable) to attend appropriate facility staff development programs related to assigned job duties.**

i. **Provide Assigned Employees with a schedule for 14 days minimum up to 30 days maximum in advance upon first scheduled shift at the facility so that we can update it in our electronic system and for time-sheet tracking for proper Invoicing.**

j. **Promptly contact the STAFFING FIRM of any problems regarding (work performance, misconduct, insubordination (refusal to work) prior to cancellation/ termination of Assigned Employees. CLIENT shall notify by phone call and written communication email to discuss actions with STAFFING FIRM.**

k. **Promptly contact the STAFFIRM FIRM of any License issues/Credentialing actions initiation of any complaint, inquiry, investigation, or review with or by any licensing or regulatory authority; peer review organization; CLIENT committee; or other committee, organization, or body that reviews quality of medical care which complaint, inquiry, investigation, or review CLIENT is aware of and directly or indirectly relates or pertains to any Assigned Employee, either in any specific instance or in general.**

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l. **Make available to STAFFING FIRM copies of all documentation about problems or incidents in which Assigned Employees are involved.**

m. Not discriminate against any Assigned Employee on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.

Payment Terms, Bill Rates (Exhibit A), and Agreed Contracted Terms and Fees

3. **CLIENT will pay STAFFING FIRM for Invoice Net 14 days not exceeding 20 days 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.**

4. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is Net days of invoice. Invoices will be supported by the On the Clock Scheduling App (which is our electronic time sheets scheduling system for documenting time worked by the Assigned Employees). CLIENT will be assigned one user from their organization to APPROVE all hours worked by each CLINICIAN every MONDAY by 11:00AM. CLIENT's ELECTRONIC APPROVAL 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 and send an EMAIL of the DISPUTED HOURS WITH QUESTIONS. CLIENT agrees to furnish STAFFING FIRM with documentation to support any DISPUTED invoice amount.

5. **CLIENT has agreed to use STAFFING FIRM for Assigned Temporary Employees for specified positions agreed upon.**

6. **CLIENT will notify in EMAIL COMMUNICATION if they want CONTRACT versus PER DIEM. If they need Contract Assigned employee minimum is four (4) weeks. PER DIEM is per day.**

7. **Crisis Rate are deemed to be:**
   When one case of COVID-19 virus is confirmed by the facility and reported to any outside agency including but not limited to the Department of Health and/or Centers for Medicaid and Medicare Services in the operating state. Rate sheet and Crisis Rate: SEE Exhibit A Chart

8. Assigned Employees are presumed to be non-exempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. STAFFING FIRM OT BILLING RATE 1.5 times the Standard or Crisis Hourly Bill Rate required by federal law to apply to the Assigned Employee's regular pay rate in excess of 40 hours per week. Exhibit A for rates.

9. If CLIENT uses the services of any Assigned Employee and intends to hire direct as an Employee of the facility or through any person or firm other than STAFFING FIRM during or within 90 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next 90 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a FLAT RATE FEE 20% of the Annual salary. CLIENT will Invoice this fee upon HIRE and to pay such Invoice after 14 days with a 45 days guarantee period and a one-time replacement.

3. RE-ASSIGN STAFFING FIRM EMPLOYEE: IF CLIENT and Affiliate Partners both inside and outside the network wish to reassign an employee of the Staffing Firm the parties agree that written notice shall be provided immediately to the Staffing Firm. The Staffing Firm shall be notified of where the reassignment shall be, when the reassignment shall begin and provided at least 48 hours to determine whether it is feasible for the Employee to accept the reassignment. The parties further agree that if the Employee chooses NOT to accept the reassignment the 21 day notice under that Employee's contract shall remain in full force and effect. All other employees currently under contract shall be unaffected and all terms of their contracts shall remain in full force. The parties agree if the reassignment is accepted that the Client understands the reassignment may result in costs to the employee to secure new housing, additional mileage or other incidental costs for the additional distance and travel that was not anticipated at the beginning of the original contract. The parties agree that though the 21-day notice would be waived under this circumstance there would be a $1000 reassignment charge if the reassignment is outside of a 45 mile radius of the original assignment.

4. CANCELLATION OF SHIFTS FOR PER DIEMS:
   If CLIENT changes or cancels an PER DIEM shift for any Assigned Employee less than (8) hours before an scheduled shift reporting time, CLIENT shall be liable paying for the full (8 or 12) hours that the temp staff is scheduled to work at the hourly bill rate for the Assigned Employee involved.

5. **CONTRACTED TEMP EMPLOYEES:**

STAFFING FIRM requires that a Contracted Assigned Employee's WORK minimum of (5) 8 hour shifts total 40 or (3) 12 hour shifts total 36 hours per week per Contracted Assigned Employee.

("Minimum Fee") will be billed CLIENT regardless of actual time worked. Therefore, if the total fees for any one week are for less than the Minimum Fee Above, STAFFING FIRM will bill CLIENT and CLIENT agrees to pay the Minimum Fee Hours. The Minimum Fee Hours shall be reduced on a pro rata basis if the Assigned Employee working the assignment voluntarily misses work for any reason (if the Assigned Employee calls in sick, reports in late, and fails to report to work scheduled assigned shift, etc.).

6. **CANCELLATION CONTRACTED EMPLOYEES ONLY:**
If CLIENT provides less than 21 DAYS ADVANCED notice of cancellation, or termination FOR CONTRACTED EMPLOYEE FOR AN AGREED SCHEDULED CONTRACT ASSIGNMENT PERIOD NO LESS THAN FOUR (4) WEEKS. CLIENT agrees to pay the STAFFING FIRM for 14 days at the FULL HOURLY BILL RATE SET FOR THE CONTRACTED STAFF OF EITHER (3) 12 hour shift for 36 HOURS OR (5) 8 hour shift for 40 HOURS BASED ON JOB TITLE ON EXHIBIT A for the cancellation/termination this covers the STAFFING FIRM'S EXPENSES FOR ASSIGNED CONTRACTED EMPLOYEE for the assignment up to a maximum of 14 calendar days.

7. **Direct Hire Fee**
If CLIENT requests STAFFING FIRM to engage a search for talent and to hire as direct employees for permanent placement then CLIENT agrees to use STAFFING FIRM on a contingent fee of 20 % of the employee's annualized compensation. CLIENT will be Invoiced this fee upon HIRE and to pay such Invoice after 14 days with a 45 days guarantee period and a one-time replacement.

8. **Employee Performance** If there are performance or behavior issues ("Unacceptable Performance") with an Assigned Employee such that the Assigned Employee is not acceptable or no longer acceptable for the assignment, CLIENT shall notify STAFFING FIRM within one (1) busines day of the Unacceptable Performance.
9. In the event of Unacceptable Performance, CLIENT may require the Assigned Employee to leave the assignment and not return, unless and until CLIENT notifies STAFFING FIRM of the Unacceptable Performance.
10. As a result of the Unacceptable Performance, and after notice to STAFFING FIRM as described above, CLIENT may immediately cancel the Assigned Employee's assignment, without penalty or fee, other than payment due for the time that the Assigned Employee performed work for Guaranteed Hours for that week to CLIENT.
11. In the event of cancellation of an Assigned Employee due to Unacceptable Performance, STAFFING FIRM may provide other candidates for CLIENT's consideration to fulfil the remainder of the term of the assignment.

Confidential Information

12. 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. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Cooperation

13. 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

14. 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.

15. 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.

16. 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.

17. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 3 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.

18. 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

19. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

20. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

21. 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.

22. 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.

23. The provisions of this Agreement will insure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

24. 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.

25. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.

26. Any notice or other communication will be deemed to be properly given when sent (a) via the U.S. Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement, or (b) via facsimile or electronic mail to facsimile number or electronic email address [set forth herein] [used by the parties in the regular course of dealing hereunder].

27. 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.

Term of Agreement

27. This Agreement will be for a term of twelve months from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 14 days' written notice to the other party, except that (a) if a party becomes bankrupt or insolvent, or discontinued operations, the other party may immediately terminate this Agreement upon written notice, and (b) if a party fails to make any payments as required by the Agreement, the other party may terminate the agreement upon 14 days' written notice.

Choice of Law

28. All Arbitration, Meditation or Other legal actions instituted as a result of this contract should be instituted in the state of the principle place of business of STAFFING FIRM as the laws of the State of Delaware shall apply. This agreement will be governed by and construed in accordance with the laws of the state of DELAWARE, without reference to any conflicts of law principles thereof.

Additional ADD-ONS

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:

_____

_____.

Other Provisions

Conversion Workout Period; Credit for Past Service

However, under option (a), the length of the required assignment continuation will be reduced by the Assigned Employee's pre notice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been billed.

Late Payment Penalty
CLIENT agrees to pay Gross Invoice PER Net Payment Terms and to pay interest on any unpaid balances after *30 days from the date of receipt* at the compounded rate of 1.5% per day (Annual Percentage Rate of) or the maximum legal rate, whichever is higher, calculated from the date of receipt. If payment is not received by 30 days from the Invoice the STAFFING FIRM will remove all contracted or per diem staff from working at the facility until payment is received.
[CLIENT agrees to pay all expenses and costs, including interest for any outside collection firm or attorneys' fees, which may be incurred by STAFFING FIRM to collect amounts owed under this Agreement.]

No Staff Hire-away 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 12 months 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 20 % of the employee's annualized compensation with the new employer. Notwithstanding the foregoing, this restriction does not apply to staff employees of CLIENT who contact STAFFING FIRM on their own for opportunities (i.e., in response to a mass mailing, general advertisement, Web site recruitment, etc.).

Financial Audit
Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement at reasonable times and locations, and the audited party shall reasonably 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.

Arbitration, Mediation, and other Legal actions
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 attorneys' 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.

Investigation of Medicare or Medicaid Fraud
Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge it's currently practicing staff (for STAFFING FIRM the Assigned Employees and for CLIENT its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency; that its Staff are not currently excluded from participating in the Medicare or Medicaid programs; and that no proceeding to sanction, disbar, or exclude Staff is pending. In the event an investigation of a party is initiated by any state or federal governmental agency for Medicare or Medicaid fraud, or it is discovered that the representations contained herein are false, the nonbreaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by

the parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the U.S. Office of Inspector General list of excluded persons and the representations of each individual.

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

_____

("STAFFING FIRM AUTHORIZED REPRESENTATIVE NAME) DATE

_____

("STAFFING FIRM NAME")

_____

("CLIENT AUTHORIZED REPRESENTATIVE NAME) DATE

_____

("CLIENT FIRM NAME")

CONTACTS FOR INVOICES:

_____	_____	_____
Contact Person Name	Contact email address	Contact Phone

CONTACTS FOR APPROVED HOURS WEEKLY:

_____	_____	_____
Contact Person Name	Contact email address	Contact Phone

CONTACTS FOR SCHEDULES:

_____	_____	_____
Contact Person Name	Contact email address	Contact Phone