HEALTHCARE PER DIEM SHIFT WORK/REGISTRY AGREEMENT FOR STAFFING HEALTHCARE PROFESSIONALS

THIS AGREEMENT FOR SUPPLEMENTAL HEALTHCARE STAFFING SERVICES (the "Agreement") is made and entered into as of _____ ___, _____ (the "Effective Date") between _____, located at _____ (“_____") and _____, as owner and operator of _____ located at _____ ("Client").

RECITALS

A. _____ is in the business of providing supplemental healthcare staffing in the form of per diem shift work / registry to medical care providers such as Client.

B. Client owns and/or operates hospitals and/or clinics (Participating Hospitals, Home Healthcare, Long-Term Care facilities) identified in Exhibit "A" attached hereto and incorporated by this reference.

C. Client desires _____ to provide, upon reasonable notice and on a non-exclusive basis, healthcare providers such as registered nurses, licensed practitioner nurse, certified nurse assistants, surgical techs, sterile processing technicians, etc. ("Candidates") to Client at the Participating Hospitals, Home Healthcare, Long-Term Care facilities available on a per shift basis.

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

I. PER DIEM SHIFT WORK /REGISTRY STAFFING

For Contract Candidates hired for shift work per diem/registry engagements the following terms and conditions apply:

a. **DESCRIPTION OF PER DIEM SHIFT WORK /REGISTRY STAFFING SERVICES**. _____ will use its commercially reasonable efforts

to recruit and staff qualified per diem shift work / registry Candidates as requested by Client. The services to be performed by Candidates and associated fees will be set forth in addenda to this Agreement, as mutually agreed by Client and _____ from time to time (the "Candidate Addenda"). Candidates presented to Client with respect to requests for per diem shift work contract placement may be referred to herein as "Per Diem Candidates."

b. **CANDIDATE QUALIFICATIONS.** Except where prohibited by law, _____ will provide Client with qualifications of Candidates as reasonably necessary to establish competency, which may include completed employment application, resume, verification of licensure, clinical skills checklist(s), and medication competency exam. _____ will verify that each Candidate has a minimum of one (1) years' experience within the area of assignment. Furthermore, _____ will maintain compliance documentation on file for each Candidate referred to Client. Client agrees to maintain such compliance documentation in a trustworthy manner in a secure and confidential location and to protect such documentation from any unauthorized disclosure consistent with state and federal law. The required compliance documentation will include the following (the "Required Documentation"): a copy of State Licensure, professional references, a negative 5, 7, or 10-panel drug screen, negative PPD test results or chest X-ray with TB questionnaire, Basic Cardiac Life Support certification as required by profession, physical health statement signed by physician, Vance/la (Declination, Titer or Immunizations), Rubella, Mumps and Rubeola (Titers or Immunizations), Hepatitis B vaccines or Declination, Coronavirus vaccination or Declination, Office of Inspector General (OIG), System for Award Management (SAM) exclusion results and criminal background check, as well as the orientation and safety manual. _____ will provide the Required Documentation to Client prior to the Candidate's start date/shift. Client may request additional compliance documentation; provided, however, _____ shall not be obligated to produce documentation in addition to the Required Documentation. If _____ does not produce additional documentation Client may cancel the order. All Client requests for additional documentation requests must be made in writing.

c. **INSURANCE**. _____ will provide general liability insurance and professional liability insurance with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate per year for each Candidate employed by _____. _____ will provide business automobile liability insurance with

a limit of one million dollars ($1,000,000) combined single limit. _____ will provide EXCESS / UMBRELLA LIABILITY insurance with a limit of five million dollars ($5,000,000) each claim. _____ will also provide Worker's Compensation Insurance for each Candidate employed by _____ and will provide certificates of insurance to Client if requested.

d. **INCIDENTS/ACCIDENT REPORTING.** In the event of unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events, Client must submit documentation of said incident to _____ as soon as reasonably possible. Once notified, _____ will conduct a preliminary investigation and work with Client to resolve the matter in a reasonably prompt manner.

e. **INJURY PROCEDURES.** In the event of an unexpected injury to Candidate at Client's job site, Client will send Candidate for treatment. In the event that the injury is an emergency, Client will immediately send the injured Candidate to the closest emergency room and provide transportation if necessary or appropriate.

f. **CANCELLATION POLICY.** _____ and Client agree to a two (2) hour cancellation policy. If Client cancels a scheduled shift less than two (2) hours prior to the start of the shift or with less than two (2) hours' notice during the shift, Client will be billed for two (2) hours plus any time worked.

g. **"IN-SHIFT CANCELLATION"**. If Candidate is no longer needed by Client after reporting for work, they may be called off by Client. If Candidate is called off by Client, Client shall be billed for the actual number of hours worked by Candidate or four (4) hours, whichever is greater, per the rate structure applicable to that Candidate as detailed in Addendum "A."

h. **"LATE CALL"**. When Client requests Candidate less than one (1) hour prior to the scheduled start of a shift, Client will be billed for that Candidate from the scheduled start of the shift, provided Candidate actually reports to and commences work within one (1) hour of the start of the shift. If Candidate actually reports to and commences work later than one (1) hour of the start of the shift, Client will only be billed for all actual hours worked. If Candidate is requested after the start of the shift, Client will be billed for that Candidate from the time the request was made, provided Candidate actually reports to and commences work within one (1) hour of the time of the request.

i. **POLICIES AND PROCEDURES.** Consistent with applicable employment laws, Client shall screen, interview, and accept or reject Candidates in a timely manner and notify _____ of the starting date, unit, shift, and orientation schedule for each accepted Candidate. Client shall furnish _____ with copies of all Client policies and procedures relevant to the scope of practice and duties of the Candidate in the Client facility and to which the Candidate will be expected to comply including, but not limited to, the following: job description(s), performance standards, infection control, blood borne pathogen protective policies, corporate compliance and ethics codes, abuse and neglect, patient privacy and confidentiality, and medical record keeping.

j. **MANNER OF WORK.** Candidates are not supervised by _____; they are subject at all times to Client's direct and indirect supervision. Client shall be solely responsible for the direction, control and supervision of all Candidates; provided, however, that Client shall not, without the prior written consent of _____, permit or request a Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Candidate as set forth within Client's policies and procedures. Client shall not, under any circumstances, entrust any Candidate with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of _____. Client shall not, under any circumstances, request or permit any Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client.

k. **SAFETY.** Client agrees to provide Candidates with a safe and healthy work environment and in particular to provided safety training, equipment, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Client's own employees or other contractors in the performance of similar work. Client shall also designate a member of its staff who shall act as a coordinator to train and orient the Candidate to all applicable operational and safety procedures. Client agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being.

l. **COMPLIANCE WITH APPLICABLE LAWS**. Client agrees to comply with all applicable laws, including but not limited to employment and compensation related laws and all laws relating to Candidates' employee

health, safety and well-being. _____ shall incur no liability with regard to any violation of applicable laws by Client.

GENERAL TERMS

a. **PAYMENT TERMS.** _____ will invoice Client for services rendered under this Agreement as specified in Addenda "A" of this Agreement. Invoices are payable net thirty (30) days.

b. **ACCESS CLAUSE: COMPLIANCE WITH SECTION 420.302(b).** _____ agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes organizations related to _____ that have a contract with _____ for which the cost or value is $10,000 or more in a 12-month period. Said access shall be limited to a period of four (4) years after the furnishing of services hereunder.

c. **TJC, HIPAA, CCMIA, and OSHA.** _____ will abide by and comply with all local, state, and federal regulatory agency requirements, including Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations, California Confidentiality of Medical Information Act, Civil Code Sections 56 et eq., TJC standards and Occupational Safety & Health Administration regulations.

d. **NONDISCRIMINATION.** In compliance with federal law, including the provisions of the Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Acts of 1973, and the American with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, sexual orientation or military service.

e. **INDEPENDENT NATURE OF PARTIES**. _____ provides services to Client as an independent contractor. Neither party to this Agreement shall make any commitments, nor incur any charges or expenses for, or in the name of, the other party, nor be considered the agent, partner, joint venturer, franchisor, franchisee, employer, or employee of the other party.

f. **INDEMNIFICATION; DISCLAIMER.** To the fullest extent permitted by law, each party to this Agreement agrees to defend, indemnify and hold the other party harmless from any claims, damages, interest, penalties, and

attorneys' fees and costs (for purposes of this sentence, "claims") for third party claims arising out of (i) any breach of this Agreement by such party or its agents; (ii) violations of applicable law by such party or its agents; and (iii) negligent or willful acts or omissions of such party or its agents. NOTWITHSTANDING ANY OTHER AGREEMENT OR PROVISION TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. In the event any Candidate makes a claim for wage and hour violation, Client shall immediately notify _____. If, in agreement between Client and _____, it is determined that paying a meal, rest or recovery period premium to those Candidates who have missed any rest, meal, and/or recovery break(s) is advisable, then _____, with approval from Client may bill Client for said premium payment and Client hereby agrees to be responsible and indemnify _____ for and to make such payment. Client acknowledges and agrees that the Candidates who perform work for Client are provided by _____ for the sole purpose of supplementing Client's existing workforce, and Client hereby expressly disclaims any representation or warranty that such Candidates will enable Client to attain any particular goal or objective or provide Client with any solution to any particular problem. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

g. **SUBCONTRACTORS.** _____ may use subcontractors to furnish Candidates for the purposes of this Agreement.

h. **FORCE MAJEURE.** _____ shall not be responsible for failure or delay in providing, or continuing to provide Candidates to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by such Candidates or any other acts, causes or occurrences beyond the control of _____.

i. **ENTIRE AGREEMENT.** This Agreement, including all exhibits and addenda thereto, contains the entire agreement between the parties hereto relating to the subject matter hereof and all prior oral and written agreements, understandings, negotiations, commitments and practices between the parties are hereby superseded. No amendments to this Agreement may be made except by a written agreement signed by both the parties.

j. **TERM; TERMINATION.** The term of this Agreement shall be for a period of one (1) year. Either party may terminate the agreement, with or without cause, at any time upon thirty (30) days' written notice to the other party. Either party may also terminate this Agreement upon the occurrence of any of the following events (a "Termination for Cause"): (i) the other party has materially breached any of the terms or conditions of this Agreement and such breach, if capable of cure, is not cured by the breaching party within ten (10) calendar days following written notice to the breaching party, (ii) the other party dissolves; (iii) the other party becomes insolvent or institutes insolvency proceedings or files, or is subject to, a voluntary bankruptcy proceeding, petition, or action; (iv) the filing of relief against the other party of, or the other party is otherwise subject to, an involuntary bankruptcy proceeding, petition or action where such action is not removed or terminated within sixty (60) calendar days; (iv) the assignment by the other party of its property for the benefit of creditors; or (v) the appointment of any receiver, trustee or liquidator for the other party or for any property of the other party, where such appointment is not removed or terminated within sixty (60) calendar days. If either party terminates this Agreement (other than a Termination for Cause by _____), all Candidates then on an assignment will continue on and complete their assignments, in accordance with the terms of this Agreement.

k. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

l. **GOVERNING LAW; ARBITRATION.** The parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of _____ without reference to its choice of law rules and as if wholly performed within the State of _____. Any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the office of _____ located in _____ _____, as the exclusive remedy. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Either party may file a motion for summary judgment with the arbitrator. The arbitrator is entitled to resolve some or all of the asserted claims through such a motion applying the applicable laws as specified in this Agreement. Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of _____, provided that the parties shall be

entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules. The arbitration costs shall be borne equally by the parties hereto. Each party shall bear its own attorneys' fees and expenses in the conduct of such arbitration.

m. **NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below. Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

n. **HEADINGS.** The titles of the articles, sections, subsections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

o. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED

Company Name
Company Address
Company City, State Zip
Phone:
Website:

Company Name
Company Address
Company City, State Zip
Phone:
Website:

By: _____
Signature

_____
Name

_____
Title

_____
Date

By: _____
Signature

_____
Name

_____
Title

_____
Date

Exhibit "A"
HEALTHCARE MASTER SERVICE AGREEMENT

FOR
STAFFING HEALTHCARE PROFESSIONALS

The following hospitals and clinics are "Participating Hospitals' in this agreement:

Addendum "A"
HEALTHCARE MASTER SERVICE AGREEMENT
FOR
STAFFING HEALTHCARE PROFESSIONAL
PER DIEM SHIFT WORK CANDIDATES RATE SCHEDULE - NURSING

Health Professional	Regular	On-Call	Charge
NON-SPECIATLY RN (Ambulatory, LTC, MS, Nursery, Occupational Health, Psych, Rehab, SNF)	$00.00	$10.00	$5.00
SPECIALTY / RN			
MS/Tele	$00.00		
HH/Hospice	$00.00		
Oncology	$00.00		
PACU	$00.00		
Step-Down	$00.00		
Tele	$00.00		
Wound Care	$00.00	$10.00	$5.00
SPECIALTY II RN			
ER	$00.00		
ICU	$00.00		
L&D	$00.00		
OR	$00.00	$10.00	$5.00
SPECIALTY III RN			
Cath Lab	$00.00		
CVICU	$00.00		
CVOR	$00.00		
NICU	$00.00		
PICU	$00.00		
RNFA	$00.00	$10.00	$5.00
RN Management *(House Super, Unit Manager)*	$00.00	$10.00	$5.00
Tech			
OR Technician			
CVOR Tech	$00.00		
Surgical Tech	$00.00		
Sterile Processing Technician	$00.00	$10.00	$5.00
LPN/LVN	$00.00	$10.00	

CNA	$00.00	$10.00	

These rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for healthcare professionals. For any type of health professional not mentioned above, rates may be determined in writing on a case-by-case basis.

All call back hours will be billed at one and one-half (1.5) times the regular rate. All call back hours will be invoiced at the overtime rate with a minimum of two (2) hours.

_____ employees can be assigned to eight (8), ten (10), or twelve (12) hour shifts. Overtime is defined as work in excess of forty (40) hours in one workweek. Overtime will be billed at one and one-half (1.5) times the regular rate.

Double time is defined as work in excess of twelve (12) hours in one day and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek and will be billed at two (2) times the regular rate.

Work performed on New Year's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be invoiced at the overtime rate of one and one-half (1.5) times the regular rate. Holidays begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.

At any point during the terms of this agreement rates may be renegotiated and must be accepted in writing by both parties.

Rates: Agreed and Accepted:

_____ _____
Authorized Signatory Date

Addendum "A"
HEALTHCARE MASTER SERVICE AGREEMENT
FOR
STAFFING HEALTHCARE PROFESSIONAL
TRAVEL CANDIDATES RATE SCHEDULE – THERAPY

Health Professional	Regular	On-Call
Occupational Therapist	$00.00	$10.00
Physical Therapist	$00.00	$10.00
Speech-Language Pathologist	$00.00	$10.00
Certified Occupational Therapy Assistant	$00.00	$10.00
Physical Therapy Assistant	$00.00	$10.00

These rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for healthcare professionals. For any type of health professional not mentioned above, rates may be determined in writing on a case-by-case basis.

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Rates: Agreed and Accepted:

_____ _____

Authorized Signatory Date

Addendum "A"
HEALTHCARE MASTER SERVICE AGREEMENT
FOR
STAFFING HEALTHCARE PROFESSIONAL
TRAVEL CANDIDATES RATE SCHEDULE – ALLIED

Health Professional	Regular	On-Call
Cardiovascular Technologist	$00.00	$10.00
Cath Lab Tech	$00.00	$10.00
Cytotechnologist	$00.00	$10.00
Diagnostic Medical Sonographer	$00.00	$10.00
Echo Technologist	$00.00	$10.00
EMT	$00.00	$10.00

Mammography Technologist	$00.00	$10.00
Medical Lab Technician	$00.00	$10.00
Medical Technologist	$00.00	$10.00
Monitor Tech	$00.00	$10.00
MRI Technologist	$00.00	$10.00
Nuclear Medicine Technologist	$00.00	$10.00
Pharmacist	$00.00	$10.00
Pharmacy Tech	$00.00	$10.00
Phlebotomist	$00.00	$10.00
Radiation Therapist	$00.00	$10.00
Respiratory Therapist	$00.00	$10.00
Ultrasound Technologist	$00.00	$10.00
Vascular Technologist	$00.00	$10.00
X-Ray Technologist	$00.00	$10.00

These rates are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for healthcare professionals. For any type of health professional not mentioned above, rates may be determined in writing on a case-by-case basis.

All call back hours will be billed at one and one-half (1.5) times the regular rate. All call back hours will be invoiced at the overtime rate with a minimum of two (2) hours.

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_____ _____

Authorized Signatory Date