



AGREEMENT AND PROPOSAL: CLIENT Staffing Agreement

WE ARE PROUDLY JOINT COMMISSION CERTIFIED

STAFFING AGREEMENT

THIS AGREEMENT is made this day of **DATE** by and between *Encore Medical Staffing* (Hereinafter referred to as “EMS”) and **CLIENT** (hereinafter referred to as “CLIENT”). The CLIENT operates a nursing facility and is in need of an experienced contractor to provide medical professionals to work with specific shifts on a temporary basis as specified by the CLIENT. EMS is in the business of providing temporary medical professional to nursing facilities and other health care providers. NOW THEREFORE, both parties agree as follows:

1. Term of Agreement & Termination

This Agreement shall commence on the date first written above and shall continue for a period of one year and will automatically renew for successive one-year terms unless terminated as provided herein. Either party can terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Any changes to this agreement will also be in advance (30) days prior to the changes.

2. EMS Responsibilities

- a. Upon request by CLIENT for Medical Professionals to staff specified shifts, EMS shall locate Medical Professionals to provide services to CLIENT for specific shifts. EMS employs Medical Professionals and does not use independent contractors or subcontractors.
- b. EMS shall insure that each Medical Professional scheduled shall meet the following requirements and shall have documentation on file with EMS verifying compliance. EMS shall provide such documentation via electronic upload to CLIENT as requested, including without limitation documentation of the following:

1. A copy of current occupational license or certification, CPR certifications if applicable, application, resume or work references, appropriate skills checklist, criminal background check, copy driver's license and social security cards, current TB/PPD verification, Chest X-Ray if required, OSHA and HIPPA forms, health history form, E-Verify and general assessment test.
 2. EMS will assess and confirm all medical professional employees' qualifications and competencies are consistent for each assignment.
- c. EMS shall designate staffing coordinators 24 HOURS A DAY, 7 DAYS A WEEK to receive CLIENT request for Medical Professionals and shall give priority to locating these Professionals to meet the needs of CLIENT. EMS will NOT use voicemail.
 - d. EMS will not actively solicit CLIENT Professionals to provide services for EMS.
 - e. EMS shall maintain a system documenting, tracking and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards relating to the care and services provided by EMS Medical Professionals, employees or staff. It is the CLIENT' S responsibility to promptly notify EMS within 24 hours of when an incident occurs that involves EMS' Medical Professionals, employees or staff. EMS will then implement incident tracking/resolution processes and communicate with the CLIENT as needed.

3. CLIENT Responsibilities

- a. CLIENT agrees that if EMS is notified less than two (2) hours prior to the beginning of a scheduled shift that the scheduled shift is no longer needed, the CLIENT shall pay EMS for four (4) hours of the scheduled shift.
- b. CLIENT agrees to notify EMS a minimum of two (2) hours prior to the beginning of a scheduled shift if/when a requested position is no longer needed. If Medical Professional begins a shift and is dismissed for any reason other than unsatisfactory performance, CLIENT agrees to pay full amount for the scheduled shift.
- c. CLIENT will orient Medical Professionals to the facility and its rules and regulations (in accordance with CLIENT policies and procedures), to include physical layout, equipment, etc. CLIENT will advise EMS of CLIENT orientation requirements and these requirements will be provided to the Medical Professionals prior to the rendering of services.
- d. CLIENT, at its sole discretion, may evaluate Medical Professionals scheduled through EMS, and CLIENT retains full authority to replace, reassign or remove any Medical Professionals from any staff project. The CLIENT shall only reassign EMS employees to areas of practice within their

clinical competence. EMS Medical Professionals are instructed not to accept an assignment if they do not have the skills required to perform a competent level of care.

- e. CLIENT will promptly notify EMS of any unsatisfactory job performance or action taken to terminate the services of a Medical Professional due to incompetence, negligence or misconduct. For complaints and grievances, see **EXHIBIT A**.
- f. CLIENT will notify EMS within 24 hours of unexpected incidents, errors and sentinel events involving any EMS Medical Professional, employees or staff. EMS may be reached 24/7 at 864-380-5148.
- g. CLIENT will notify EMS within 24 hours of unexpected occupational safety hazards involving any EMS Medical Professional employees or staff. EMS may be reached 24/7 at 864-380-5148.

4. Payments & Invoices

- a. EMS will invoice CLIENT on a weekly basis for the services provided by the Medical Professionals, the rates detailed on Exhibit B, attached hereto.
- b. CLIENT shall pay EMS invoices within thirty (30) days from the date of invoice. Invoices not paid during this time will be late. EMS will waive in good faith and not collect the twelve and one-half percent (12 - 1/2 %) fee per month on the unpaid balance as is done with all other agreements it services. CLIENT agrees in good faith not to take advantage of EMS and abide by terms in agreement or the late fee will be enforced.
- c. Each EMS Medical Professional is required to take a thirty-minute break during each shift. EMS will deduct this break from each Medical Professionals timeslip and the CLIENT will NOT be billed for these breaks unless the CLIENT supervisory nurse has acknowledged no break on the timeslip.

5. Rate Change Notification

- a. Any notifications of rate changes will be sent to the CLIENT at the CLIENT address, at least 30 days prior to rate change effective date.

6. Recruitment

- a. If CLIENT wishes to recruit or hire Medical Professionals scheduled through EMS, CLIENT agrees to notify EMS PRIOR TO soliciting the services of such Medical Professional. (If Medical Professional approaches CLIENT, ask Medical Professional to immediately notify EMS). Each Medical Professional must staff through EMS for a minimum of 30 days or current average hour

work week for Medical Professional (whichever comes first). CLIENT agrees to continue the Medical Professionals assigned schedule from EMS 30 days or until the Medical Professional's average work of hours have been reached before CLIENT assigns the Medical Professional to their staff.

EMS will not charge or expect a fee when this protocol is followed.

CLIENT agrees and understand their accounts payable to EMS must be current & in good standing to solicit our Medical Professional at any time.

If CLIENT hires a Medical Professional without following the above protocol, the CLIENT agrees to pay EMS a placement fee of \$1,850.00 per Certified Nursing Assistant, \$2,750.00 per Licensed Practical Nurse and \$3,850.00 per Registered Nurse. Additionally, if CLIENT determines they will employ a Medical Professional, their accounts payable with EMS must be in current standing with no past due amount, even if the consecutive work hours have been reached.

- b. CLIENT agrees to provide follow-up notification to EMS should the Medical Professional accept the CLIENT'S job offer. Notifications must be emailed directly to the President/CEO Jeff Sarvis at jeff@encoremedicalstaffing.com.
- c. CLIENT agrees to and allows those Medical Professionals hired to continue to work and be employed by EMS, through different nursing facility locations or in any other capacity.

7. Insurance

EMS will maintain general and professional liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000. EMS will also provide Worker's Compensation when applicable. EMS will provide a Certificate of Insurance to CLIENT or other evidence of this coverage, and it will notify CLIENT of any cancellation or modification of its liability insurance.

8. Indemnification

Each party agrees to indemnify and hold the other, including directors, officers, agents, and employees, harmless for all claims, suits, judgments, and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the services prescribed by this Agreement. Each party shall give the other immediate written notice of any claims, suit, or demand which may be subject to this provision.

9. Notices

All formal notices required hereunder shall be in writing and shall be addressed to the parties as set forth below. Notices shall be sent by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have duly given when delivered personally, when deposited in the United States Mail, postage prepaid, or when deposited with Federal Express or Express mail. Routine communications between both parties concerning day to day business operations may be sent by FAX and shall be effective upon proof of delivery confirmation sheet.

IF TO EMS:

Encore Medical Staffing
218 Trade Street
Suite A
Greer, SC 29651

(O.) 864-655-5900
(F.) 800-915-0559

IF TO CLIENT:

10. Compliance with Laws

In providing services under this Agreement, EMS and its Medical Professionals shall comply with all state and federal laws, rules and regulations governing the services provided hereunder; including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Title IX of the Civil Rights Act of 1964 and 45 C.F.R. Part 80. Further, EMS represents and warrants it and its Medical Professionals have not been excluded from any federal healthcare program, that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. EMS agrees to notify CLIENT immediately if it is subject to an inquiry, investigation, or final adverse action by a governmental agency, third party payer, or intermediary as to the provision of services under this Agreement or the provision of substantially similar services to another client.

11. Government Access to Records

Pursuant to 42 USC §1395(x)(v)(1)(a), until the expiration of four (4) years after the termination of this Agreement, EMS shall make available, upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by EMS under this Agreement. EMS further agrees that, in the event EMS carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand (\$10,000.00) Dollars or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the same effect as the requirements stated herein.

12. Confidentiality

EMS agrees that neither it nor its Medical Professional will any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without CLIENT'S express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of CLIENT, including, but not limited to, information which concerns CLIENT'S patients/residents, costs, prices and treatment methods at any time used, developed or made by CLIENT, and which is not otherwise available to the public.

13. Entire Agreement; Modification

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together constitute only one Agreement.

14. Force Majeure

Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

EMS

CLIENT

Signature

Signature

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A:
COMPLAINTS AND GRIEVANCES**

With a strong commitment to providing quality health care professionals to care for our clients, Encore Medical Staffing remains ready, willing, and able to thoroughly investigate, act on, resolve, record, and track all complaints filed against our Medical Professionals or corporate staff members. **Any concerns related to quality and safety of care issues as impacted by EMS Medical Professionals shall also be reported.**

Any complaint received will be recorded, along with the date and time, and addressed with absolute urgency by proper agency personnel. The complainant will receive a return phone call within 24 hours.

A complaint shall include:

1. Client patient name.
2. Client facility name.
3. Name of complainant and his/her relationship to client patient and client facility.
4. Date and time of incident.
5. Detailed description of incident containing the reason for complaint.
6. Contact number or email for complainant.

- A. Complaints may be directed to *Encore Medical Staffing* Corporate Office (864-655-5900). Written Complaints shall be submitted to:

Encore Medical Staffing, Inc.

218 Trade Street, Suite A
Greer, SC 29651
Attn: Brittany Toole

Please allow up to 24 hours after receipt, for a formal response, unless otherwise communicated.

- B. If there is no response from Corporate Encore within 48 hours, contact Jeff Sarvis at (864-567-1881) or jeff@encoremedicalstaffing.com.

- C. In addition, The Joint Commission complaint hotline is 1-800-994-6610. Written Complaints shall be submitted to:

The Joint Commission

One Renaissance Boulevard
Oakbrook Terrace, IL 60181
Fax: 1-630-792-5636

Email: patientsafetyreport@jointcommission.org

Online: <https://apps.jointcommission.org/QMSInternet/IncidentEntry.aspx>