



SUPPLEMENTAL PROFESSIONAL STAFFING AGREEMENT

This Supplemental Professional Staffing Agreement (this “Agreement”) is entered by and between CHCServices, referred to in this agreement as “Agency A.” and _____ referred to in this agreement as “Agency B.”.

RECITALS

- A. Agency A. is a provider of temporary Health Care Professionals.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and subject to the conditions hereinafter set forth, the parties hereby agree as follows:

1. AGREEMENT TERM

The Term of this agreement shall be for a period of one year, commencing on the date of execution of this agreement. Agency A. shall give Agency B. written notice at least 30 days prior to the end of the term. Renewal for an additional term will be subject to mutual approval and execution of a written renewal agreement which may include modified terms and conditions.

2. AGENCY A. RESPONSIBILITIES

- A. During the term of this Agreement, Agency A. shall provide Health Care Professionals to Agency B. on an as-needed basis, 24 hours per day, 7 days per week, 365 days per year subject to the availability of Health Care Professionals who are willing, able, qualified and competent to accept Agency A. assignments to Agency B. Agency A. shall provide Health Care Professionals for assignment who are qualified to fill the positions requested, whose skills and competency have been verified by Agency A. and who meet the following requirements:

- Proof of current license
- Minimum of two satisfactory professional references
- Background check
- Completed pre-employment health questionnaire
- Completed HIPAA training
- Proof of a current American Heart Association Basic Life Support/CPR certification, or other Advanced Cardiac Life Support certification
- 2-step TB skin test or Chest x-ray
- 1-step TB skin test within the past year for any employee assigned to work in a Skilled Nursing Facility



- Skills Verification/competency including blood borne pathogens, Tuberculosis, infection prevention and control, and personal protective equipment
 - Proof of Hepatitis B vaccination or declination
 - Specialty training as required by WAC 388-78A-2500 and 388-78A-2510
- B. Agency A. shall have full and sole control over and responsibility for the payment of all compensation to health care professionals provided under this agreement. Agency A. further assumes and agrees that it has full and sole responsibility for insuring that any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, social security tax withholding and contributions, workers compensation coverage obligations and any other employment law requirements for temporary staff provided under this contract are complied with and/or paid by Agency A. Health care professionals provided under this Agreement shall not be entitled to holidays, vacations, disability, insurance, pensions or retirements plans, or any other benefits offered or provided by Agency B. to its employees. Agency A. shall require all health care professionals provided to Agency B. to sign an agreement acknowledging their understanding that they are not entitled to benefits offered to Agency B.'s employees and waiving any right that may be determined to exist or that may come into existence with respect to such benefits.
- C. Agency A. shall comply with all applicable state and federal laws and regulations regarding its employment of health care professionals, and Agency A. shall require that all health care professionals provided to Agency B. by Agency A. shall comply with all provisions of the laws and regulations governing licensure by the State of Washington and with all administrative and patient care policies and procedures established by Agency B. Agency B. reserves the right in its sole and exclusive discretion to reject or require removal at any time of any health care professional whose performance is unsatisfactory or who fails to conduct herself or himself in accordance with the terms of this Agreement or Agency B.'s standards for health care professionals. Upon removal of a professional at the request of Agency B., the assignment will be terminated, and Agency B. will not be charged for the remainder of the assignment.
- D. Agency A. shall maintain a current file on each health care professional assigned to Agency B. and will provide Agency B. with information on assigned professionals on Agency B.'s request. Agency A. shall maintain proof of the qualifications required above in the health care professional's file, which shall be provided to Agency B. at any time upon request.
- E. Agency A. shall comply with HIPAA and all other federal and state patient confidentiality laws, rules and regulations. Without limitation, Agency A. shall request that Agency B. execute and deliver the Agency B.'s Business Associate Agreement to Agency A.



3. AGENCY B RESPONSIBILITIES

- A. Agency B. agrees to pay all invoices from Agency A. within fourteen (14) days of receipt. Agency B. shall pay a late charge of 2.0 percent (2%) per month of any invoiced amounts that are not paid within thirty (30) days of receipt.

- B. Agency B. has the right to cancel an assignment not less than four (4) hours before the assigned health care professional is scheduled to report to Agency B. by notifying Agency A. Agency A. shall be responsible for notifying the health care professional of the cancellation. If Agency B. cancels an assignment less than four (4) hours before the assigned shift, Agency B. shall pay Agency A. for four (4) hours of time at the applicable rate. If Agency A. cancels an assignment less than four (4) hours before the assigned shift, Agency A. shall credit Agency B. for four (4) hours of time at the applicable rate. If an assignment is scheduled within 24 hours of Agency B. making the request and Agency A. then cancels the assignment after Agency B. has confirmed that the assignment has been scheduled, Agency B. shall pay Agency A. for four (4) hours of time at the applicable rate.

- C. Agency B. shall allow Agency A. to serve as agent of the health care professional. Agency A. shall be available by telephone 24 hours per day, 7 days per week, 365 days per year, including holidays.

- D. In the event Agency B. or its affiliates desires to employ a health care professional assigned under this Agreement, Agency B. shall provide Agency A. 30 days written notice. Except for the foregoing, Agency B. shall be required to pay a placement fee prior to employing health care professional. Agency B. also understands hiring an employee placed with Agency B. through CHC Services through another organization/company is the same as employing a health care provider assigned under this Agreement. However, any Company Health Care Personnel may become an employee of Agency B. with no additional fee following the completion by that individual of 1040 hours of service at Agency B. If less than 1040 hours of service are completed and Client desires to make Company Health Care Personnel a direct employee, Client agrees to pay:
 - a. Ten Thousand Dollar (\$10,000) fee for a Registered Nurse or Licensed Practical Nurse
 - b. Eight Thousand Dollar (\$8,000) fee for a Physical Therapy, Occupational Therapy, and Speech Language Pathologist
 - c. Five Thousand Dollar (\$5,000) fee for a Physical Therapist Assistant or Certified Occupational Therapy Assistant
 - d. Five Thousand Dollar (\$5,000) fee for a Certified Nursing Assistant

- E. This Agreement shall be non-exclusive and Agency B. may freely contract with other staffing agencies during the term hereof in its sole discretion.



- F. Agency B. agrees to the hourly rate for services for the full scheduled shift (ex: if caregiver is scheduled for an 8-hour shift, Agency B. will be billed for 8 hours), and will pay for the time needed to process in and out of Agency B. Agency B. agrees to reimburse parking costs for the appointment if a copy of the receipt is attached to the invoice.
- G. Agency B. agrees to provide nurses with a 1 to 2 hour paid orientation prior to the start of first shift worked. The orientation time will be determined by CHCServices Clinical Director or Supervisor and shall include training the nurses on Agency B.'s required documentation including the Medication Administration Record, emergency procedures including fire safety and resident/patient code status, orientation to the plan of care, and resident/patient safety goals including falls risk levels and isolation precautions.
- H. Agency B. agrees that nurses will not be assigned to shifts as "Charge Nurse".
- I. Agency B. agrees that caregivers will not be assigned to a medication shift and will not pass medications.
- J. Agency B. agrees to provide Agency A. with the Facility's Rules of Conduct.
- K. Agency B. agrees to meet with the Agency A.'s Clinical Director or Clinical Supervisor or designee prior to commencement of services to discuss specific staffing needs and Agency B. requirements.

4. INSURANCE COVERAGE

Agency A. shall maintain at its sole expense:

- General liability insurance covering Agency A., its agents, employees, contractors and servants for claims arising out of the premises, products or activities of Agency A. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Agency A. shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the term of this agreement.
- Unemployment Insurance as required by law for all employees.
- Workers compensation insurance covering all of Agency A.'s employees.

Agency A. shall provide Agency B. with certificates of insurance certifying the existence of all coverage required. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days' prior written notice to Agency B. Agency A. shall deliver to Agency B. upon commencement of this Agreement and from time to time thereafter, copies or certificates of the insurance policies required by this section. In no event shall the limit of such policies be considered as limiting the liability of Agency A. under this Agreement.

5. INDEPENDENT CONTRACTOR

Agency A. shall perform the services required hereunder as an independent contractor and not as an employee, agent, partner of, or joint venture with Agency B. Professionals provided by



Agency A. shall at all times remain employees exclusively of Agency A. Agency A. shall defend, indemnify and hold harmless Agency B. from and against any expense, liability or cost (including reasonable attorneys' fees, accounting fees and other expert fees) and specifically including any taxes of any kind arising out of a determination that any professional supplied pursuant to the terms of this Agreement is not an independent contractor. Provided, however, that Agency B. retains the right to schedule, direct and supervise the professional staff and to establish reasonable and appropriate performance standards for them. Agency A. shall not subcontract, assign, or otherwise transfer this Agreement or any part of the services to be performed under this Agreement without the prior written consent and approval of Agency B.

6. INDEMNITY

Agency A. agrees to mutual indemnify, save harmless and defend Agency B., its directors, officers, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of acts or omissions related to a) Agency A.'s breach of any term or provision of this contract; or b) any negligent or willful act or omission of Agency A., its employees or subcontractors in the performance of this Agreement. Notwithstanding the foregoing, Agency A. shall not indemnify Agency B. for Agency B.'s sole negligence.

7. DESIGNATED REPRESENTATIVES

Agency A. and Agency B. agree that all requests for scheduling and confirmation of requests will occur between their authorized representatives, as each may designate from time to time.

8. MISCELLANEOUS

- a. This Agreement and the performance of the parties hereunder shall be controlled and governed by the laws of the State of Washington.
- b. In the event of any dispute between the parties concerning this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, expert witness fees and costs of court.
- c. Caption headings in this agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- d. In the event of any litigation between the parties, the sole and exclusive jurisdiction and venue of any such suit shall be Superior Court of the State of Washington for King County.
- e. Agency B. shall not be deemed to have waived any rights under this agreement unless such waiver is given in writing and signed by Agency B. No delay or omission on the part of Agency B. in exercising any right shall operate as a waiver of such right or any other right. A waiver by Agency B. of a provision of this Agreement shall not prejudice or



constitute a waiver of Agency B.'s right otherwise to demand strict compliance with that provision or any other provision of this Agreement.

- f. All covenants and agreements contained by or on behalf of Agency A. shall bind Agency A.'s successors and assigns and shall inure to the benefit of Agency B. and its successors and assigns. Agency A. shall not have the right to assign any rights under this Agreement without the prior written consent of Agency B.
- g. Agency A. understands and agrees that in entering into this Agreement Agency B. is relying on all representations, warranties and covenants made by Agency A. in this agreement or any other instrument delivered by Agency A. to Agency B.
- h. Time is of the essence in the performance of this Agreement.
- i. This Agreement contains the entire agreement of the parties hereto. This Agreement may be amended from time to time but any such amendment must be in writing, dated, signed by the parties and attached hereto.

9. RATES

- a. NAC \$40 per hour
- b. LPN \$60-\$80 per hour (decision made by CHCS)
- c. RN \$80-\$100 per hour (decision made by CHCS)
- d. OT/PT/SLP \$300 per visit up to 1 hour, any time spent over 1 hour is billed in 10-minute increments at \$200 per hour
- e. RN Delegation Mon-Fri 8 a.m. to 5 p.m. \$130 per hour including travel plus mileage
- f. RN Delegation after 5 p.m. and weekends \$180 per hour including travel plus mileage

Financial Responsible Party _____

Billing Address _____

City/State/Zip _____

Phone Number _____ **Email** _____

In Witness Whereof the parties have executed this Agreement.

AGENCY

CHCServices

Title _____ **Date** _____

FACILITY

By _____

Title _____ **Date** _____