



**PRN HEALTH SERVICES
MASTER STAFFING AGREEMENT**

This agreement is made by and between **PRN Health Services, LLC (d/b/a PRN Healthcare)**, a Wisconsin corporation, with its principal offices at 1101 E. South River St., Appleton, WI, 54915, (hereinafter referred to as "Provider") and **Sauk County Health Care Center** (hereinafter referred to as "Purchaser"; "Provider" and "Purchaser" collectively referred to hereinafter as "Parties").

WITNESSETH THAT:

WHEREAS, Purchaser desires certain medical services, as more fully described on Schedule A, attached hereto and made a part hereof (hereinafter referred to as "Services") to be conducted on Purchaser's premises located at **1051 Clark Street, Reedsburg, WI 53959** (The "Premises"),

WHEREAS, Provider is in the business of providing qualified medical personnel having at least one year experience in designated health care environments, and

WHEREAS, the Parties wish to clarify their respective obligations under the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (individually referred to respectively as the "Privacy Rule", "Security Rule", "Breach Notification Rule", and "Enforcement Rule"; and collectively referred to as the "HIPAA Rules").

NOW, THEREFORE, Provider and Purchaser, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

1. **Term.** The Agreement shall be for an initial term of one (1) year, and shall automatically renew each year thereafter for additional terms of one (1) year each from the date of the last signature signed. Either party may terminate the Agreement at any time with or without cause by giving the other party sixty (60) days' written notice, which notice shall specify the effective date of termination.

2. **Scope of service.**

a. The Provider shall provide its Personnel to the Purchaser on an as available basis, and will put forth its best effort to meet any and all requests of the Purchaser for the services of medical personnel. Purchaser agrees to cooperate with Provider so as to promote the best interests of Provider and Purchaser in an expeditious and economical manner consistent with the standards of quality health care.

b. The Provider will interview and screen all of its prospective Personnel in accordance with the Provider's policy and procedures related to hiring to ensure the hiring of only qualified medical personnel.

The Provider's specialists obtain and personally perform employment verification from former managers, supervisors or employers thereof, professional coworkers, or from any other professional reference source if unable to produce from previous list. Provider shall accept verification of dates of employment as a satisfactory proof of work performance history when unable to obtain additional information from source requested.



c. Provider shall assure that all Personnel meet the following criteria:

1. Possess current state license/registration and/or certification, as applicable and appropriate for the Services to be provided.
2. Meet State, Federal, Provider and Purchaser's conditions of employment including, but not limited to: favorable criminal background check; negative result of TB test within the past 12 months or Negative Chest X-ray or proof of no active TB per medical record, (2) verifications of employment, American Heart Association BLS (ACLS, PALs and NRP applicable by specialty), proof of negative results of a ten (10) panel drug screen, acceptance or declination of Hepatitis B vaccination; documentation of which will be kept in the Provider's Personnel file to be presented to the Purchaser or to such other party as may be required by law upon request.
3. When referred for a specialty area position, have at least one (1) year experience, where experience reflects the Purchaser's requirements, in the previous two (2) years, which shall be documented by employment verifications to such experience. Competency skills checklist will reflect said experience in specialty area and proof of competency exam shall be provided per Purchaser's request.
4. Receive all Purchaser's policies and procedures which may be included with orientation materials provided to Provider by Purchaser. Purchaser agrees to train and orient Personnel on Purchaser's policies and procedures, including without limitation those pertaining to the privacy and security of protected health information.

d. The Provider maintains a profile and or resume of each Personnel's skills, which delineates specific areas of proficiency. The Purchaser shall have the opportunity to review the Provider's Personnel's profile/resume before the Personnel is assigned. The Purchaser shall have the opportunity to interview Personnel by phone or onsite prior to placement per Purchaser's request.

e. Provider agrees that all Services provided hereunder shall conform to all requirements and specifications of this Agreement, that all persons performing the Services or any part thereof have the experience, skill level and proficiency required for such performance, that it will perform the Services in good and professional manner, use sound principles, practices and skilled trained Personnel in the performance of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services.

f. Provider Personnel may be floated to other Purchaser's units in accordance "with their skill level" and Purchaser practices and guidelines, provided that all Personnel supplied to Purchaser hereunder shall have an assigned work station on Purchaser's premises and shall perform substantially all of their activities at such locations. The bill rate will remain constant with the original scheduled shift/assignment, i.e. ICU RN floating to M/S. Provider will bill Purchaser at ICU bill rates. Qualified Tele nurse, scheduled for M/S floated to Tele, provider will bill Purchaser at Tele bill rates.

g. If any Personnel provided by the Provider is found to be incompetent, negligent or has engaged in misconduct, the Purchaser for good cause shown may require the Personnel to leave the facility and shall





inform the Provider of this action immediately by contacting Provider's Account Manager as well as providing documentation of the incident within 48 business hours, which then is directed to Provider's Chief Nursing Officer for review.

All Providers' Personnel are required to follow the prescribed standards for patient care and confidentiality set forth by the Purchaser to which they are assigned. The Purchaser has the obligation to compensate the Provider for such employee services for the actual time worked. Provider will make its best effort in cooperating with Purchaser in finding a replacement immediately but is not obligated to guarantee replacement of Personnel.

h. Provider will maintain a Continuous Quality Improvement (CQI) system that reviews all reported unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided. The CQI team will review such information routinely and respond as deemed appropriate by such review. Any reporting of such events will be done as required by Chief Nursing Officer or equivalent to the appropriate state, federal or private agency or service provider as required by law or compliance as a result of such event. The CQI team will implement any additions to policy and procedures or operations and communicate as appropriate through Provider or Purchaser. Notwithstanding the foregoing, Purchaser shall not disclose any of its protected health information to Provider (other than the specific individuals being provided to work at Purchaser's premises as members of Purchaser's workforce). All information supplied to Provider's CQI team or Chief Nursing Officer shall be de-identified, as defined in the Privacy Rule, and any subsequent guidance issued by the Department of Health and Human Services.

i. If Purchaser has a complaint regarding any aspect of the Services provided by Provider, Purchaser is to contact Provider via phone at (888) 830-8811 or via email at prncares@prninc.com. The details of the complaint will be investigated to determine appropriate action. If the complaint is clinical in nature, Provider's Chief Nursing Officer or designee will investigate the complaint and determine appropriate action. Additionally, all complaints reported are subject to be reviewed by Provider's Continuous Quality Improvement (CQI) Team. Notwithstanding the foregoing, Purchaser shall not disclose any of its protected health information to Provider (other than the specific individuals being provided to work at Purchaser's premises as members of Purchaser's workforce). All information supplied to Provider's CQI team or Chief Nursing Officer shall be de-identified, as defined in the Privacy Rule, and any subsequent guidance issued by the Department of Health and Human Services.

If Purchaser has a patient care or safety concern they feel has not been resolved after reporting it to Provider, Purchaser is encouraged to contact The Joint Commission via email at complaint@jointcommission.org or in writing to the following address:

Office of Quality Monitoring
The Joint Commission
One Renaissance Boulevard
Oakbrook Terrace, IL 60181

j. If Provider is made aware of a conflict of interest Provider will disclose the information to Purchaser.





k. Provider shall provide commercial general liability and professional insurance for Provider's Personnel for its operations as a staffing firm with a liability limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement. The Provider is liable for all Workers Compensation for its Personnel. Proof of Liability shall be provided to Purchaser in accordance with this Agreement.

3. Subcontracting. With the authorization and acceptance by Purchaser, Provider may elect to utilize subcontracted Personnel when providing staff to the Purchaser. If and when Provider utilizes subcontracted Personnel, Provider will ensure that all qualification requirements outlined in this Master Agreement for its own Personnel are met. All contractual agreements and payment of subcontracted Personnel and/or Agencies will be the responsibility of Provider.

4. Compensation.

- a. For new clients/Purchasers: PRN Health Services will extend a maximum \$20,000 credit limit per facility for the first six (6) months of services provided along with the payment terms of thirty (30) days. If at any time during those first six (6) months the balance due goes beyond the credit limit or the payment terms of thirty (30) days, we will stop all services being provided at all facilities under the client until proper payment is made. If good payment history is maintained within the first six (6) months, the credit limit will be adjusted or removed based on a review by the financial department.
 - a. For a multi-facility agreement, the following credit limits will be in place for the client based the number of facilities within it, along with a \$20,000 credit limit per facility.
 - i. 2-10 facilities \$ 40,000 credit limit
 - ii. 11-25 facilities \$ 70,000 credit limit
 - iii. 26+ facilities \$100,000 credit limit
- b. For existing clients/Purchasers: PRN Health Services will initiate a **MAXIMUM** \$20,000 credit limit for any client that continually pays beyond the thirty (30) day payment terms, which will be determined by the financial department.
- c. Purchaser shall compensate Provider in accordance with Schedule A attached hereto. Provider shall bill Purchaser on a weekly basis for services of its Personnel in that period. Provider shall provide time sheets signed by the Personnel and attested to by Provider. It is understood and agreed that any Services provided under the terms of this Agreement shall be payable within thirty (30) days, and any invoice more than thirty (30) days old will be charged a 1.5% interest charge on the outstanding balance. Any invoice over forty-five (45) days may force the Provider to cease providing Personnel until invoices are brought current. Whenever Provider has reason to question Purchaser's ability or intent to perform, Provider may demand in writing adequate assurance from Purchaser of its ability or intent to perform and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, Provider may treat that failure as an anticipatory repudiation of this Agreement and cease providing Services.
- d. Rates as identified in Schedule A, including but not limited to Charge Nurse, are subject to change. Provider will notify Purchaser of any adjustment thirty (30) days prior to their effective date.



- e. Overtime will be charged at time and a half after a Provider's employee has worked forty (40) hours, not including hours worked while "On-Call". Where state law provides greater overtime benefits, those rules will be followed, and the charge will be increased proportionally. "On-Call" pay will not cease when callback pay commences. Callback pay is 1.5x regular bill rates, according to Schedule A. No Provider's Personnel will be provided on an overtime basis without prior notification and agreement of the Purchaser.
- f. A two (2) hour notice is required to cancel. If Provider's Personnel shows up for work and is then cancelled, four (4) hours will be charged to the Purchaser.
- g. Provider will charge the Purchaser time and a half for the following holidays:

New Years Eve	(PM, NOC)	Labor Day	(NOC before, AM, PM)
New Years Day	(AM, PM)	Thanksgiving	(NOC before, AM, PM)
Christmas Eve	(PM, NOC)	Christmas Day	(AM, PM)
Memorial Day	(NOC before, AM, PM)	July 4 th	(NOC before, AM, PM)
- h. **Personnel Transfer:** It is understood and agreed that when the Purchaser wants to hire Personnel who has been profiled, worked or oriented at the Purchaser's facility, that the Purchaser will notify Provider. As of the date of notification, there are two options available to the Purchaser:
 - 1. If the Purchaser wants to employ the Provider's Personnel immediately from date of notification, there will be a charge of 60% of the average billing rate for a thirteen (13) week period.
 - a. To calculate this fee, take the average of the current PRN billing rates of the Personnel and multiply by the average rate times 520 hours (the average amount of hours worked in a thirteen (13) week contract). Finally, multiply that number by 60% to arrive at the transfer fee.
 - i. For example, $\$65.00 \times 520 \times 60\% = \$20,280$. In the event that the Provider's Personnel is terminated by the Purchaser within ninety (90) days from the transfer date to the Purchaser, Provider will refund a pro-rata portion back to the Purchaser (based on how many hours the Personnel worked for the Purchaser).
 - 2. If the Purchaser wishes to continue to evaluate the Personnel, the Purchaser may agree to sign the Personnel to an additional thirteen (13) week contracts from the end of the contract following the date of notification. At the end of the additional thirteen (13) week contracts, the Personnel would be allowed to move over to the Purchaser at a charge of 30% of the average billing rate or half the cost described in the example above.

If Purchaser hires Personnel who has been profiled, worked or oriented at the Purchaser's facility within the last one year without complying with these procedures, Purchaser agrees to be liable for the difference between the amount which would have been billed by Provider for the Personnel's Services and the amount





Provider would have paid the Personnel, for so long as the Personnel remains employed by Purchaser. While obligations generally survive the termination of this Agreement, this obligation specifically survives termination of the Agreement.

5. Direct Supervision and Control.

a. Purchaser shall be responsible for the direct supervision and control of the assigned Personnel through its designated supervisory personnel at the premises to which this Agreement relates and such representatives will, in turn, be available at all reasonable times to confer with the designated agents of Provider with respect to Services.

b. Provider may request from Purchaser an annual (or more frequent as deemed necessary by Provider) performance evaluation of Provider's medical Personnel.

c. Personnel provided will not be permitted to operate customers' vehicles, or handle/have access to money, securities, or financial instruments/records without prior consent of the Provider.

d. It is understood and agreed by the Parties that the Provider shall be the employer of all individuals who provide services under the terms of this Agreement to the Purchaser. The Provider shall be solely responsible for the payment of all taxes including, but not limited to, income, Social Security, and Medicare taxes applicable to salaries or wages paid to any individual employed by the Provider in connection with services under the terms of this Agreement. Notwithstanding the same, during the term of this Agreement, any individual who is employed by the Provider, but who provides services under the terms of this Agreement to the Purchaser, shall be subject to the rules and regulations of the Purchaser. Purchaser further retains the right to approve or disapprove of any Personnel of the Provider who provide services to the Purchaser under the terms of this Agreement.

6. Compliance.

a. Provider and Purchaser shall comply with all federal, state, and local statutes, laws, ordinances, regulations, rules and codes bearing on the conduct of the Work and shall hold each other harmless from any violation of the same. These include, but are not limited to, Occupational Safety and Health Act, Toxic Substances Control Act, Fair Labor Standards Act, Americans with Disabilities Act, Age Discrimination in Employment Act, Civil Rights Act of 1964, including Title VII of that Act, Civil Rights Act of 1991, the Food Drug and Cosmetic Act, as well as all regulations and requirements issued under the Department of Labor and the Environmental Protection Agency. Purchaser shall notify Provider if it is subject to Section 503 of the Rehabilitation Act of 1973, as amended, 38 USC 4241 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and/or the requirements of Executive Order 11246, as amended. Provider agrees to comply with all Purchaser's policies, practices and rules provided by the Purchaser. Provider shall pay all sales, use, consumer, service or other similar tax required by law.

b. Provider agrees that it will comply with the purpose and standards recommended by The Joint Commission.

7. HIPAA Compliance. To the extent that Purchaser is a "Covered Entity", as defined within the HIPAA Rules, the Parties agree and acknowledge the following:





a. Provider will not create, receive, maintain, or transmit any protected health information (as defined in the HIPAA Rules) for, from, or on behalf of Purchaser. Purchaser agrees that it will not knowingly or intentionally cause Provider to create, receive, maintain or transmit any of its protected health information.

b. All Personnel provided to Purchaser by Provider hereunder shall be under the direct control of Purchaser in the performance of their work for Purchaser and, accordingly, shall be deemed members of Purchaser's workforce and not "business associates". Purchaser agrees to provide such Personnel with all policies, procedures and training that other members of its workforce are given with respect to the use and disclosure of Purchaser's protected health information. Additionally, Purchaser agrees to supervise such Personnel as necessary to ensure they comply with all applicable medical privacy laws, including without limitation the HIPAA Rules.

8. Confidentiality. During the term of this Agreement and thereafter, Provider and Purchaser and their Personnel and representatives shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law: patient records and peer review and utilization review documents: the terms of this Agreement; and the wages, payments, finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party. As a result of Purchaser being a government entity, Provider understands that documents may need to be released to comply with Open Records Law.

9. Anti-Kickback. It is understood and agreed that all payments under the terms of this Agreement shall be fair market value payments. It is the Parties' intent to be in compliance with the Federal Medicare Anti-Kickback statute, Section 1128 B of the Social Security Act (42 U.S.C. 1320a-7b) and any state laws or regulations that may apply (the "Statutes"). In the event that any government agency of competent jurisdiction or a court or other tribunal of competent jurisdiction find that this Agreement, or any portion thereof, or that any other aspect of the relationship between the Parties, violates any such Statutes, then this Agreement shall be deemed amended to the extent necessary to be in compliance with the Statutes and to the extent necessary to otherwise reflect the present manifest intentions of the Parties to this Agreement. The provisions contained in this paragraph shall survive any termination of this Agreement.

10. Medicare Access to Books and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, Provider agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, Provider shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of Provider that are necessary to certify the nature of the duties of this Agreement; and (b) if Provider performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of services provided pursuant to such subcontract.





11. Exclusion from State and Federal Health Care Programs. Provider represents and warrants to Purchaser that Provider and its owners, Personnel and agents are not excluded from participation in any federal health care programs, as defined under 42.U.S.C. 1320a-7b(f), or any form of state Medicaid program, and to Provider's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Provider agrees to notify Purchaser of the commencement of any such exclusion or investigation within seven (7) business days of Provider's first learning of it. Purchaser shall have the right to immediately terminate this Agreement upon learning of any such exclusion and shall be kept apprised by Provider of the status of any such investigation.

12. Notice. Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and (i) delivered in person, which delivery the recipients agree to acknowledge in writing; (ii) transmitted by facsimile with a confirming copy delivered on the next business day by a nationally recognized overnight courier service; (iii) deposited in the United States postal service mail (or, if outside the United States, such other country's postal service mail) postage paid, return receipt requested, addressed as follows:

If to Purchaser it shall be addressed to:

If to Provider, it shall be addressed to:

Name:	<u>Saukco Health Care Center</u>	<u>PRN Healthcare</u>
Address:	<u>1051 Clark St</u>	<u>1101 E. South River St</u>
City, State, Zip	<u>Reedsburg, WI 53959</u>	<u>Appleton, WI 54915</u>
Attention:	<u>Accounts Receivable</u>	<u>Scott Barribeau</u>
Title:	<u>Emily Greenwood, Admin</u>	<u>Sales Manager</u>
Facsimile:	<u>608 524 7501</u>	<u>920-997-8690/Scott.Barribeau@prninc.com</u>
	<u>emilu.greenwood@saukcohealthcare.com</u>	

Or to such other address or individual as either party may specify from time to time by written notice given by such party.

13. Construction of Agreement/Dispute. The term Agreement is defined to include its Schedules. This Agreement is the result of negotiations between the Parties, who waive the application of any rule which otherwise would require the Agreement to be construed against its drafter. Should any part of this Agreement be determined to be unenforceable, such determination shall not affect the enforceability of any remaining parts of this Agreement. No waiver or failure to exercise any right or privilege under this Agreement shall be construed as a waiver of any right or privilege on any other occasion. Nothing herein shall be construed to be to or for the benefit of any third party. This Agreement set forth the entire agreement of the Parties and supersedes any and all prior agreements. This Agreement may not be modified or amended by any oral promise. Any modification or amendment must be made in writing, refer to this Agreement and be executed by each party to this Agreement. The obligations set forth in this Agreement shall survive its termination. This Agreement may be executed in counterparts.

This Agreement is subject to and construed under the laws of the State of Wisconsin, without regard to its conflict of law provisions. Any litigation involving this Agreement shall be held in the federal court located in the Western District of Wisconsin, or the state court located in Sauk County, Wisconsin. In the event of a default or breach of this Agreement or its Schedules by Purchaser, Purchaser shall pay Provider its





reasonable attorneys' fees and costs incurred in enforcing this Agreement, including attorneys' fees incurred other than in litigation.

14. Individual and Parent Corporation Obligation. If a parent corporation or company is identified on the attached schedules that parent hereby agrees to jointly and severally guarantee payment of all indebtedness of the Purchaser arising under this Agreement, or otherwise in connection with services provided to Purchaser by Provider, whether incurred heretofore or hereafter and whether or not Purchaser is presently indebted to Provider. Attached hereto is a guaranty of parent form which must be signed by a duly authorized representative of the Parent Corporation or company (Schedule C).

IN WITNESS WHEREOF, Provider and Purchaser have executed this Agreement effective as of the date of Purchaser's signature.

Purchaser:

By _____

Print Name _____

Title _____

Date _____

Provider:


By _____

Print Name _____

Title _____

Date _____

PRN Healthcare

Hannah King 

Senior Account Manager

Business Development_

1/11/23





**Schedule A:
Rates and Terms**

<u><i>Nursing Services</i></u>	<u><i>Hourly Rate</i></u>
CNA	\$44.00
MA	\$46.00
LPN	\$61.00
RN	\$74.00

Charge Nurse: \$5.00

On Call Pay:

Nurse: \$8.00

Plus time and ½ for all call back hours; minimum of 2 hours call back

Work week: If a work week isn't defined by Purchaser, the work week will be defined as Sunday day shift (7a) through Saturday night shift (7p for 12 hour shifts or 11p for 8 hour shifts)

Weekend: Weekend rates will apply at the start of the Friday PM shifts (3p for 8 hour shifts or 7p for 12 hour shifts) through Sunday NOC shift (7p for 12 hour shifts or 11p for 8 hour shifts).

Holidays: See contract.



**Schedule B:
Facility Information Form**

Facility Name	Saulk CO Health Care Center		
Facility CNO/DON	Sierra Fierro furman		
Facility Nurse Manager	Tammy French - ADON		
Staffing Supervisor/ Coordinator:	Name:	Jennifer Olson	
	Phone #:	608 524 7542	Fax#:
	Email:	jennifer.olson@saulkcountywi.gov	

1. Do you require an **orientation**? ☒ Yes ☐ No

Number of days/Hours: 1-2 hours

Shift Times	
1 st	6a - 2p
2 nd	2p - 10p
3 rd	
4 th	12 hr days: 3a - 3p
5 th	12 hr nights: 3p - 3a

2. Where does staff report for Orientation/shift?

Lobby

Is there a sign-in sheet? Yes ☐ No ☒ Discussed in Orientation

Any access codes needed? Yes ☐ No ☒ Discussed in Orientation

3. Are your **shifts split**? Ex. Typical night shift 11p-7a; Staff working 6p to 6a will be billed for 5hrs at PM rate and 7hrs at Night rate. ☒ Yes ☐ No (billed straight PM or Night shift rate)

4. Are **lunches** mandatory? ☒ Yes (Length (min): 30) ☐ 60 ☐ Other: _____ ☐ No

5. **Billing Info:** To ensure that we have the correct billing information:

Attn:	Marianne Louis		
Address:	1051 Clark St		
City:	Reedsburg	State:	WI Zip: 53959

6. How do you prefer your invoice layout, by; ☐ certification ☐ employee ☒ date

7. If **sales tax** is applicable are you tax exempt? Yes ☐ No ☒ (what's the tax %) _____

8. **Holidays:** Start Time: 12am End Time: 12pm

9. **Work week:** ☒ Sunday - Saturday ☐ Monday - Sunday ☐ Other: _____





Schedule C
PARENT COMPANY GUARANTY

The undersigned Parent Company Guarantor, _____ ("Guarantor"), in consideration of the agreements and/or accommodations by PRN Health Services, Inc. d/b/a PRN Healthcare ("PRN Healthcare"), absolutely and unconditionally guarantees payment when due of any and all obligations of _____ ("Purchaser"), owed to PRN Healthcare, now existing or which may hereafter arise, of whatsoever nature and however represented, and guarantee the full, faithful, and complete performance and observance of all contracts, covenants, and agreements made by Purchaser, including, but not limited to, the Master Staffing Agreement dated _____.

This Guaranty is a guaranty of payment and not of collection. Therefore, PRN Healthcare is not required to attempt to collect first from the Purchaser, or any other person liable for the Liabilities. The obligations of the Guarantor shall be unconditional and absolute even if all or any part of any agreement between PRN Healthcare and Purchaser is unenforceable, void, voidable or illegal, and regardless of the existence of any defense, setoff or counterclaim which the Purchaser may assert. It is not necessary for PRN Healthcare to inquire into the powers of the Purchaser or the officers, directors, members, managers, partners, trustees or agents acting or purporting to act on its behalf, and any of the Liabilities made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. This is not a personal guaranty by the undersigned, but rather a Guaranty of the Parent Company (or corporation), if applicable and identified on the attached schedules. The undersigned hereby warrants and represents that the undersigned is authorized by the Parent Company to execute this Guaranty of Parent Company.

Guarantor and Purchaser shall be jointly and severally liable as to the Liabilities. If PRN Healthcare elects to enforce its rights against only one of Guarantor or Purchaser, that election does not release the other of Guarantor or Purchaser from its obligations under the Master Staffing Agreement or this Guaranty. The compromise or release of any of the obligations of the Purchaser shall not serve to waive, alter or release the Guarantor's obligations.





This Guaranty is continuing in nature, it being specifically understood that it is to encompass future accommodations and obligations of Purchaser owed to PRN Healthcare, as evidenced by the Master Staffing Agreement, and that any of the guaranteed obligations may be changed, modified, increased, renewed, paid, or reinstated by agreement between the Purchaser and PRN Healthcare, all without notice to the Guarantor and without affecting the liability of the Guarantor hereunder. This Guaranty shall remain in full force and effect until such time as all obligations guaranteed hereunder are paid in full. Guarantor agrees that this Guaranty is binding upon the same without the signature of any other person or the existence of any other Guaranty.

The Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Guaranty and/or any of the obligations guaranteed hereunder. The Guarantor waives notice of any matter, default, presentment, demand, protest, or dishonor and agrees that any notice furnished to Purchaser shall be deemed as being furnished to the Guarantor, and any action taken by one or the other shall be knowledge of action taken by all.

This instrument shall be binding upon the heirs, personal representatives, successors, and assigns of each of Guarantor and Purchaser and shall inure to the benefit of PRN Healthcare, its successors and assigns. This writing contains the entire agreement of the Parties regarding the matters asserted herein. The Guarantor specifically submits to the jurisdiction of the federal court located in Eastern District of Wisconsin, Green Bay Division or to the state court located in Outagamie County, Wisconsin, and agrees that the laws of the State of Wisconsin shall govern this Guaranty. The Parties hereto have mutually drafted this document, and each has had the opportunity to have this document reviewed by their counsel.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of this ____ day of _____, 2023.

GUARANTOR:
[COMPANY NAME]

By: _____
Name Printed: _____
Its: _____





Joint Commission Policy Statement and Provisions

PRN Healthcare is committed to providing a higher standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission Health Care Staffing Services Standards and Elements of Performance. PRN Healthcare has informed its clients of the following:

- **Subcontractors** – PRN Healthcare will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.
- **Floating** – PRN Healthcare employees may only be placed in assignments that match the job description and clinical skills for which PRN Healthcare assigns them.
- **Competency Review** – PRN Healthcare conducts extensive pre-employment screening and clinical assessments of its employee's to establish professional competence. The Client should cooperate in providing client feedback reviews on services performed at the facility. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.
- **Orientation of Employees** – PRN Healthcare will provide all new employees with an orientation to PRN Healthcare policies, procedures and practices. It is the responsibility of the client to communicate any additional orientation requirements for PRN Healthcare employees to the facility, its rules, regulations and to acquaint them with the specific facility policies and procedures where assigned, as well as access and training on the electronic medical record documentation system.
- **Employees of Independent Contractors** – As the provider of staffing services, PRN Healthcare is the employer of assigned employees.
- **Incident/Error Tracking System** – Upon notification of incidents and/or errors, PRN Healthcare shall document and track all incidents, errors, and sentinel events related to the care and services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission as required.
- **Communicating Occupational Safety Hazards/Events** – It is the responsibility of the client and/or PRN Healthcare to notify within 24 hours of any competency issues and/or incidents related to the assigned employee. Client and/or PRN Healthcare agrees to communicate whenever an accident/injury report related to an assigned employee is completed.
- **Requirements for Staff Specified** – It is PRN Healthcare's obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements of vascular access services in order to deliver safe care to the patients.
- **Staff Matching Requirements** – PRN Healthcare will verify the assigned employee's licensure, certification, education, and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.
- **Conflict of Interest** – PRN Healthcare discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity or (b) create an unfair competitive advantage for any person or organization other than PRN Healthcare. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services of Personnel to be considered a conflict. PRN Healthcare reviews and evaluates this on an annual basis.





For complaints or concerns unable to be resolved locally with PRN Healthcare, please contact PRN Healthcare at 888.830.8811 or The Joint Commission Office of Quality and Patient Safety at 1-800-994-6610.

SENT BY:

PRN Healthcare

Print Name: Hannah King
Title: Senior Account Manager
Date: 1/11/23

RECEIVED BY:

CLIENT: SAYK COUNTY
BKML
Print Name: BRENT R. MILLER
Title: ADMINISTRATOR
Date: 1/10/2023

Delivered by: ☒ Via e-mail (copy attached)

☐ Fax (sent document attached)



