

OneStaff Medical - Staffing Service Agreement SAMPLE CONTRACT

THIS AGREEMENT FOR TEMPORARY STAFFING SERVICES (the "Agreement") is made and entered into as of the latest date of execution herein (the "Effective Date"), by and between by and between XXXXXXXXXXXX ("Operator") d/b/a_ XXXXXXXXXXXX, located at XXXXXXXXXXXX and OneStaff Medical, LLC, a Nebraska limited liability company ("ONESTAFF MEDICAL"), located at 10802 Farnam Drive, Street, Suite 101, Omaha, NE 68154, each a "Party" and collectively "the Parties".

WHEREAS, OPERATOR owns and operates healthcare facilities;

WHEREAS, ONESTAFF MEDICAL employs individuals for the purpose of providing temporary staffing services who have the training, experience and qualifications to provide staffing as requested by OPERATOR; and

WHEREAS, OPERATOR desires to contract with ONESTAFF MEDICAL for the provision of temporary clinical staffing and ONESTAFF MEDICAL desires to provide such temporary staffing to OPERATOR, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE:

1. TEMPORARY STAFFING SERVICES

During the Term, ONESTAFF MEDICAL agrees to provide temporary clinical staffing services to OPERATOR (the "Services" and each temporary staff member provided hereunder, a "Temporary"). For the avoidance of doubt, the term "Temporary" as used herein includes employees of ONESTAFF MEDICAL, unless the context otherwise requires.

II. GENERAL TERMS AND CONDITIONS:

1. WORK ORDER CONFIRMATIONS

- a) From time to time during the Term, the Parties will enter into written Work Order Confirmations, in substantially the form attached hereto as Exhibit A, setting forth the specific Services to be provided to OPERATOR by ONESTAFF MEDICAL, applicable bill rates, expenses and/or costs for such Services, the start and end dates for such Services and any other information relevant to such Services (each, a "Work Order Confirmation" or "WOC"). Once both parties have executed the Work Order Confirmation, no changes may be made to the Work Order Confirmation without the written agreement of both parties. OPERATOR acknowledges and agrees that in the event OPERATOR fails to/does not sign a particular Work Order Confirmation and accepts and/or receives the Services (or any portion thereof) set forth in such Work Order Confirmation, OPERATOR will be deemed to have signed and agreed to the terms of such Work Order Confirmation and such Work Order Confirmation will be enforceable as if OPERATOR had signed such Work Order Confirmation.
- b) OPERATOR shall submit a Work Order Confirmation(s) within 24-48 hours of confirming the initial assignment under this Agreement.
- c) The rates and guaranteed hours as set forth in any completed Work Order Confirmation(s) shall control in all circumstances despite any conflicting term or provision set forth in this Agreement or exhibits hereto. In all other events (excluding rates and guaranteed hours) where a provision contained in a Work Order Confirmation conflicts with any terms or conditions in this Agreement, the provisions of this Agreement shall prevail.

2. MULTIPLE FACILITIES AND AFFILIATES COVERAGE

- a) This Agreement may service multiple facilities and affiliates of the OPERATOR. Authorized Facilities and Affiliates of the OPERATOR are subject to the same terms, conditions, responsibilities, and obligations set forth herein. OPERATOR shall remain responsible and liable for its Facilities' and Affiliates' compliance with this Agreement. If OPERATOR intends for multiple facilities and affiliates to be covered by this Agreement it shall authorize a list of

the OPERATOR'S Facilities and/or Affiliates in either: (1) Exhibit D incorporated in this original Agreement, or (2) Subsequently added via a written addendum signed by both Parties.

- b) ONESTAFF MEDICAL is only responsible for fulfilling the duties and obligations (including any Work Order Confirmations) herein to those OPERATOR's Facilities listed in Exhibit D or an attached written and signed Addendum. ONESTAFF MEDICAL reserves the right to decline or refuse service to any Facility or Affiliate of the OPERATOR who is not listed on Exhibit D or an Addendum or authorized according to this Section 2.
- c) OPERATOR shall remain fully liable for any outstanding invoices, balances accrued, and any other responsibilities and obligations arising from or in connection with the terms and conditions of this Agreement. This obligation shall survive the termination of any Work Order Confirmation or the underlying Agreement. This obligation shall also survive any asset purchase/sale, bankruptcy, dissolution, closure, or other act which may cause a Facility or Affiliate of the OPERATOR to cease its operations or existence.

3. INDEPENDENT CONTRACTOR

ONESTAFF MEDICAL is providing Services as an independent contractor with respect to OPERATOR. This Agreement is not intended to create, and shall not be construed as creating, any relationship of agent, servant, employee, partnership or joint venture between the Parties. Except as provided herein or otherwise agreed to by the Parties in writing, neither Party shall have any authority to bind the other Party to any commitment, contract, agreement or other obligation. All Temporaries provided pursuant to this Agreement are employees of the ONESTAFF MEDICAL and are not employees of OPERATOR. Likewise, employees of OPERATOR are not employees of ONESTAFF MEDICAL, and ONESTAFF MEDICAL assumes no responsibility with respect to such OPERATOR employees.

4. NON-EXCLUSIVE AGREEMENT

This agreement is not exclusive, and the Parties may enter into similar agreements with other parties. OPERATOR may secure supplemental staff from other third parties.

5. TIME REPORTS AND HOURS

- a) OPERATOR agrees management or other authorized personnel will approve Temporary's worked time by 12:00 p.m. EST of the following Monday after each weekly pay period. OPERATOR agrees to sign a written timecard for the time worked as authorized by the OPERATOR. The manager or authorized staffing personnel and the Temporary will sign the timecard weekly. OPERATOR will retain a copy for its records, and this will be the basis for approval and payment of invoiced time to ONESTAFF MEDICAL. The Temporary will return the original to ONESTAFF MEDICAL. OPERATOR's signature shall signify that OPERATOR approves the accuracy of the itemization of hours.
- b) Unless otherwise set forth in a Work Order Confirmation, OPERATOR guarantees a minimum of forty (40) hours per week when 8-hour or 10-hour shifts are worked or thirty-six (36) hours per week when 12-hour shifts are worked. These guaranteed hours do not include on-call or call-back hours.
- c) Any time spent by a Temporary completing orientation, modules, training and the like that is required by OPERATOR to be completed prior to the Temporary's assignment start date shall be billed to OPERATOR in an amount equal to the hours worked. Such time shall be recorded on a timecard provided to the Temporary and signed by the Operator and will be invoiced to the OPERATOR accordingly.
- d) If OPERATOR is in California, all state regulations regarding overtime, lunch and rest breaks, etc. will be adhered to by both OPERATOR and ONESTAFF MEDICAL.

6. INVOICES AND PAYMENTS

- a) Subject to credit approval and Operator's strict compliance with this Agreement, OPERATOR shall make payment for services rendered by Temporaries and billed by ONESTAFF MEDICAL upon receipt of invoice. Any payments not received by ONESTAFF MEDICAL within ~~thirty (30)~~ **forty-five (45)** days will be assessed interest at a rate of 5% per month or the most allowable rate per the IRS guidelines on the unpaid balance past due. ONESTAFF MEDICAL

has the sole discretion to remove any Temporary for late payment or non-payment.

In ONESTAFF MEDICAL's sole discretion, and subject to credit approval and OPERATOR's strict compliance with this Agreement, OPERATOR may make payment for services rendered by Temporaries and billed by ONESTAFF MEDICAL on credit up to an agreed upon maximum amount of open accounts receivable (the "Credit Limit"). OPERATOR agrees to make regular payments within ~~thirty (30)~~ **forty-five (45)** days of receipt of ONESTAFF MEDICAL's invoices such that OPERATOR's outstanding accounts receivable balance is less than its Credit Limit. OPERATOR will be notified if they exceed their Credit Limit. ONESTAFF MEDICAL may, without further notice, suspend performance of services until payment by OPERATOR is received to bring OPERATOR's outstanding accounts receivable balance below its Credit Limit. If OPERATOR's outstanding accounts receivable balance exceeds its Credit Limit for more than five (5) consecutive business days, the entire outstanding balance shall, without notice of any kind, be immediately due and payable and interest shall then accrue at a rate of 5% per month or the most allowable rate per the IRS guidelines on such outstanding balance. ONESTAFF MEDICAL may review the credit and/or payment history of OPERATOR at any time and adjust the Credit Limit accordingly by issue of a written notice to OPERATOR.

Notwithstanding anything to the contrary, ONESTAFF MEDICAL may, in its sole discretion, refuse to extend credit to OPERATOR and/or require OPERATOR to provide a deposit in cash or other immediately available funds (in an amount determined by ONESTAFF MEDICAL in its reasonable discretion). If a deposit is requested and paid, upon completion of the applicable assignment, the amount of any such deposit will be deducted from the total amount due to ONESTAFF MEDICAL for such assignment, and ONESTAFF MEDICAL will invoice OPERATOR for, and OPERATOR agrees to pay to ONESTAFF MEDICAL upon receipt of such invoice, the remaining balance, if any, due for such assignment, with interest assessed as provided above on any unpaid balance not paid in full within ~~thirty (30)~~ **forty-five (45)** days.

- b) ONESTAFF MEDICAL shall invoice OPERATOR weekly for all Services, fees, expenses and reimbursements described in this Agreement, the rate sheet attached hereto and/or on applicable Work Order Confirmation(s), as applicable. OPERATOR will be billed and agrees to pay based on a Sunday through Saturday work week or as otherwise indicated in Exhibit B (Rate Sheet) attached hereto.
- c) OPERATOR shall pay ONESTAFF MEDICAL upon receipt of invoice, Net 30 days. Any disputes over invoiced amounts must be communicated in writing by OPERATOR to ONESTAFF MEDICAL within ten (10) days of receipt. In the event of an invoice dispute, OPERATOR shall deliver a written statement to ONESTAFF MEDICAL no later than ten (10) days following receipt of the disputed invoice, listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the time set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith
- d) ONESTAFF MEDICAL reserves the right to suspend or terminate the performance of any or all Temporaries under a Work Order Confirmation in the event OPERATOR fails to timely pay invoices when due, or if ONESTAFF MEDICAL otherwise reasonably deems itself at risk of non-payment by OPERATOR. Termination or suspension of such Temporaries' Services to OPERATOR due to non-payment or late payment shall not prejudice ONESTAFF MEDICAL'S right to payment for guaranteed hours under the applicable Work Order. ONESTAFF MEDICAL may also, in its sole discretion, immediately terminate this Agreement upon written notice if OPERATOR's account has not been paid by due date.
- e) If alternative entity/party or address is responsible for receiving and/or making payments for the obligations of the OPERARTOR please complete the applicable information here:

Name of Entity responsible for paying invoices: _____

Address of Entity responsible for paying invoices: _____

7. TERM and TERMINATION

- a) The term of this Agreement shall commence as of the Effective Date and continue in effect for an initial period

of twelve (12) months (the “Initial Term”) and shall, thereafter, automatically renew for successive 12-month periods (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless and until either Party provides the other Party with at least ninety (90) days’ written notice of its intent to terminate this Agreement or until earlier terminated pursuant to this Section.

- b) OPERATOR has the right to cancel, without penalty, any request for placement of Temporaries or a signed Work Order, by providing written notice to ONESTAFF MEDICAL of at least seven (7) days prior to the Temporary’s assignment start date or fourteen (14) days prior to termination date for assignments in progress. In the event OPERATOR provides less than seven (7) or fourteen (14) days’ written notice – whichever is applicable, OPERATOR shall pay to ONESTAFF MEDICAL a cancellation fee equal to two (2) weeks guaranteed hours at the applicable bill rate.
- c) Any individual Work Order Confirmation and accompanying assignment may be cancelled for Cause and Temporary removed from OPERATOR premises immediately. Upon termination for Cause OPERATOR shall provide written notification to ONESTAFF MEDICAL within one (1) business day, which must include a reasonably detailed description and explanation of the acts, errors or omissions alleged to be the Cause(s) for termination or removal. “Cause” for removal of assigned Temporaries is limited to any of the following: gross negligence, intentional dereliction of duty, felonious criminal activity, and failure to meet OPERATOR’s standard of care and/or inability to perform duties competently that puts patient safety at risk.
- d) Either Party may terminate the Agreement due to the other Party’s failure to cure (to the reasonable satisfaction of the non-breaching party) a material breach within twenty (20) days of being provided written notice thereof.
- e) The termination of any individual Work Order Confirmation shall not cause the Agreement to terminate.
- f) Upon the termination of this Agreement or any individual Work Order Confirmation, OPERATOR shall be obligated to pay for all approved third-party costs and expenses incurred by ONESTAFF MEDICAL up to and including the effective date of termination, upon receipt of invoice relating to the terminated Work Order Confirmation(s), and OPERATOR shall immediately pay ONESTAFF MEDICAL an amount equal to such third-party costs and for all Services performed up to the date of termination.
- g) If this Agreement or any Work Order Confirmation is terminated for any reason other than, **termination pursuant to 6.a. above,** ONESTAFF MEDICAL’s material breach, or for Cause as described in 6.c, OPERATOR agrees to reimburse ONESTAFF MEDICAL for approved housing and/or travel related costs incurred by ONESTAFF MEDICAL in the course of performing Services hereunder.
- h) The following Sections of Article II of this Agreement shall survive the termination of this Agreement, to the extent applicable: 1-2, 6-7, 9, 14-15, 20, 23, and Subsections 25(a) and 25(h).

8. LAWS AND REGULATIONS

The Parties shall, and ONESTAFF MEDICAL will exercise commercially reasonable efforts to cause its employees to, comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, HIPAA. The Parties shall also comply with the standards of the Joint Commission.

HIPAA OBLIGATIONS. OPERATOR acknowledges ONESTAFF MEDICAL is not a business associate pursuant to HIPAA and will not provide ONESTAFF MEDICAL, its supervisors, or local coordinators, protected health information as defined under HIPAA. ONESTAFF MEDICAL is providing the Temporaries as part of the OPERATOR’s workforce, and the OPERATOR-provided orientation will identify and train all Temporaries on OPERATOR’s HIPAA policies and procedures. In the event OPERATOR requires ONESTAFF MEDICAL to execute a business associate agreement (“BAA”), it shall apply if, and only to the extent, ONESTAFF MEDICAL is considered a business associate.

HIPAA OBLIGATIONS FOR STAFF. The Parties understand that the Temporaries, in the performance of their assigned responsibilities, may require access to identifiable protected health information for patients of OPERATOR. ONESTAFF MEDICAL will provide Temporaries with basic HIPAA informational guidelines prior to assignment. ONESTAFF MEDICAL shall also provide to each Temporary OPERATOR’s confidentiality requirements relative to identifiable protected health

information for patients as communicated and provided to ONESTAFF MEDICAL by OPERATOR in advance of any assignment of a Temporary. OPERATOR shall be solely responsible for providing the necessary training to Temporary at the time of assignment as required by HIPAA and consistent with the training provided to other members of OPERATOR's workforce. For purposes of HIPAA compliance, all Temporaries shall be considered part of OPERATOR's workforce. The Parties acknowledge that although Temporaries supplied to OPERATOR may have access to identifiable protected health information as part of the performance of their duties, such access shall be solely under the direction and control of OPERATOR.

9. DISCRIMINATION

- a) The Parties shall not discriminate against Temporaries on the basis of race, religion, color, age, sex, national origin, veteran status, disability, sexual orientation or any other legally protected status, or because any Temporary has reported or is about to report a violation or a suspected violation of law. ONESTAFF MEDICAL shall only refer to OPERATOR for assignment Temporaries who are able to perform the essential duties of the assignment and who are able to perform such duties in a manner that would not endanger the Temporary's health or safety or the health or safety of others; provided, that ONESTAFF MEDICAL may refer a Temporary to the extent such Temporary can perform the essential duties of the assignment in a safe manner if the Temporary receives reasonable accommodations.
- b) Any allegations, claims, or legal actions, including any action filed with any State, Federal or other government or regulatory body which involves any form of discrimination that is imputed to a Party by virtue of the acts or omissions of the other Party shall be consider a wrongful act covered under the indemnity provisions set forth in section 14 (Indemnity and Liability) below.

10. DIRECT SUPERVISION

OPERATOR shall retain all professional and administrative responsibility for the services rendered by Temporaries pursuant to this Agreement, to the extent required by law. Accordingly, OPERATOR shall retain ultimate responsibility for approving policies and procedures relating to such services and shall be responsible for managing its daily operations, including daily supervision of the Temporaries. The foregoing notwithstanding, each Party agrees to exercise commercially reasonable efforts to cause its respective employees to comply with the other Party's policies and procedures which have previously been communicated to such Party in writing.

11. QUALIFICATIONS AND SCREENING

Each Temporary referred to OPERATOR by ONESTAFF MEDICAL shall be qualified for the position to which the Temporary is referred. Each Temporary selected for an assignment by OPERATOR will be screened and vetted by ONESTAFF MEDICAL and will include: valid licensure checks, criminal background checks, drug screening, certification validation, immunization records, health statements, reference checks, citizenship status and annual safety review (OSHA, TB, Joint Commission, etc.). ONESTAFF MEDICAL's screening procedures are more fully described on Exhibit C attached hereto. OPERATOR acknowledges that ONESTAFF MEDICAL's screening procedures may change in order to remain compliant with applicable law and ONESTAFF MEDICAL will use commercially reasonable efforts to notify OPERATOR of any material change to its screening process.

12. FLOAT

- a) To the extent available, OPERATOR agrees to float Temporaries in rotation with its own staff as staffing needs arise. OPERATOR will only float Temporaries to clinical areas where the Temporary agrees that he/she possesses the required experience, certification and/or competencies to perform the job as compliant with Joint Commission standards. OPERATOR will provide appropriate orientation to Temporaries who float to new clinical areas. OPERATOR understands that the Temporary has the right to refuse an assignment if he/she is reassigned/floated to an area in which he/she has determined he/she is not competent.
- b) In the event that a Temporary floats to a higher acuity than is assigned in the Work Order Confirmation, then all applicable float hours shall be billed at the higher acuity rate as set forth in the Rate Sheet.

13. BONUS PAY

- a) OPERATOR shall give written notice of any and all bonus pay offered or extended by OPERATOR to any Temporary while on assignment. To the extent possible, any bonus pay shall be coordinated through ONESTAFF MEDICAL in advance of offering the bonus. OPERATOR shall use the Bonus Pay Agreement form attached hereto as Exhibit F - which must be signed by the OPERATOR then submitted to the ONESTAFF MEDICAL Account Manager. All Spot Bonus Pay shall be invoiced to the operator according the Grossed-up amount unless otherwise specified in the Spot Bonus Agreement Form.
- b) OPERATOR shall be liable for any bonus pay that is unilaterally offered or extended by OPERATOR or any of its staff to any Temporary without the use of the Bonus Pay Agreement (Exhibit F) when there exists reasonable proof that an offer of bonus pay to a Temporary was made. Reasonable proof includes but is not limited to: e-mails, text messages, OPERATOR's own bonus pay document, handwritten document signed by OPERATOR staff, etc. Such unilaterally offered bonuses without the use of Exhibit F shall be invoiced to the OPERATOR according to the Grossed-Up Amount.
- c) Payment terms for any invoiced bonus pay shall be according to the same terms and conditions set forth in Section II(6) of this Agreement.

14. INDEMNITY AND LIABILITY

- a) ONESTAFF MEDICAL shall indemnify, defend and hold the OPERATOR, its owners, directors, officers and employees harmless from and against any and all third-party demands, claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees (collectively, "Losses"), to the extent arising out of the wrongful or negligent acts or omissions of (i) ONESTAFF MEDICAL, or (ii) ONESTAFF MEDICAL's employees (including its Temporaries) arising within the scope of the Services provided during the Term.
- b) OPERATOR shall indemnify, defend and hold the ONESTAFF MEDICAL its owners, directors, officers, subcontractors and its/their employees harmless from and against any and all third-party demands, claims, actions, suits, proceedings and Losses arising out of the wrongful or negligent acts or omissions of OPERATOR, its employees, and agents or a violation of applicable law by OPERATOR during the Term.
- c) Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to this Section 14. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 14 will not relieve the Indemnitor of its obligations under this Section 14, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

15. LIMITATIONS OF LIABILITY

~~IN NO EVENT WILL ONESTAFF MEDICAL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER ONESTAFF MEDICAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF ONESTAFF MEDICAL ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO ONESTAFF MEDICAL UNDER THIS AGREEMENT, OR THE LIMITS OF ONESTAFF MEDICAL'S INSURANCE, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.~~

16. INSURANCE

- a) ONESTAFF MEDICAL shall maintain Insurance coverage for not less than \$1,000,000 (one-million dollars) per occurrence and \$3,000,000 (three-million dollars) in aggregate covering acts or omissions, which may give rise to liability for services under this Agreement. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident, Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate. Workers' Compensation insurance shall be provided in accordance with applicable law.
- b) ONESTAFF MEDICAL shall provide a Certificate of Insurance to OPERATOR upon request. The Certificate of Insurance shall provide proof of:
 - 1. Current professional liability;
 - 2. General liability; and
 - 3. Workers' Compensation for OneStaff Medical Temporaries

17. SUBCONTRACTORS

If ONESTAFF MEDICAL uses a subcontractor to provide services to OPERATOR, ONESTAFF MEDICAL will use commercially reasonable efforts to require such subcontractor and its employees to adhere to the same material terms and conditions that are applicable to ONESTAFF MEDICAL as outlined in this Agreement.

18. PERSONNEL

ONESTAFF MEDICAL shall pay Temporaries that it employs for all hours worked, including approved expenses and applicable overtime (less deductions), in an accurate and timely manner. ONESTAFF MEDICAL will pay all applicable taxes and insurance with respect to all Temporaries provided hereunder that it employs and maintain all documentation required hereunder for a minimum of four (4) years or as required by applicable law. ONESTAFF MEDICAL shall be considered the sole employer of Temporaries that are its employees and shall be responsible for all wages, worker's compensation insurance, unemployment or disability benefits, social security coverage or any fringe or retirement benefits to which such Temporaries are entitled.

19. IDENTIFICATION and ACCESS

- a) OPERATOR shall, at its own cost, provide Temporaries with identification badges identifying such Temporaries as contractors. ONESTAFF MEDICAL shall advise all Temporaries to wear the identification badges at all times when on the premises of OPERATOR. ONESTAFF MEDICAL may require Temporaries to wear ONESTAFF MEDICAL identification if requested. All Temporaries will produce a photo ID upon initially reporting to OPERATOR.
- b) OPERATOR shall provide all necessary and requisite identification, devices, information, and relative instructions (e.g., badges, keycards, keys, entry codes, etc.) for assigned Temporaries to gain the appropriate access/entry to and within the facility (external and internal), to any devices or equipment they may need to use to complete any of their job duties. This information should be provided at an appropriate time – whether before the start date or on the first day of orientation, so not to delay the start time/date of any assigned Temporary.

20. SOLICITATION and NON-COMPETE

- a) OPERATOR agrees to not allow a confirmed contracted Temporary to be employed directly by OPERATOR or indirectly at any OPERATOR facility through a competing agency for a period of 3 months from date of last employment at OPERATOR's facility while on a confirmed contract between OPERATOR and ONESTAFF MEDICAL unless prior authorization by ONESTAFF MEDICAL has been given.
- b) Following the completion of any Temporary's assignment, OPERATOR may hire Temporary on a regular basis for 30% of Temporary's first year salary - 1% per week for concurrent completed weeks of an assignment totaling 32 hours per week or more. Should Temporary complete 26 Consecutive weeks totaling 32 hours per week or more, the placement fee will be waived.
- c) Conversion Fees and Non-Compete restrictions shall apply unless these rights are specifically prohibited in

accordance with state and/or local law. Such state laws include MN Statute 144A.72, IL Statute 225 ILCS 510/14, IA Code Chapter 135Q, and any other State laws not specifically listed which provide for prohibitions on conversion fees and/or liquidated damages. In accordance with the aforementioned States' statutes and any other applicable States' statutes not presently listed - ONESTAFF will not, in any applicable contract, with any applicable employee or applicable health care facility covered under such statutes, require the payment of liquidated damages, employment fees, or other compensation should the employee be hired as a permanent employee of a health care facility, nor apply or enforce any non-compete clause or in any way place any restrictions on employment opportunities for applicable OneStaff Temporaries covered under these statutes.

21. COMMUNICATION

OPERATOR agrees to contact ONESTAFF MEDICAL and communicate in writing any disciplinary actions, performance related issues, injuries, work-related injuries, illnesses, and exposures, incidents, depositions, or lawsuits involving a Temporary within one (1) business day. OPERATOR shall utilize the "Operator Communication Form" attached herein as Exhibit E, or a form and format substantially similar thereto when making such communications. OPERATOR agrees to initiate and/or facilitate communication with ONESTAFF MEDICAL whenever an incident/injury report related to a Temporary is completed that directly involves the OPERATOR, regardless of whether or not the incident results in a bad outcome for a patient or staff member. OPERATOR understands that Temporary is expected to contact ONESTAFF MEDICAL whenever such an incident report is completed and that repeated occurrences of poor performance resulting in incident reports may initiate disciplinary action and/or a change in job duties. OPERATOR agrees to cooperate and assist ONESTAFF MEDICAL in its own investigation of any of these issues including without limitation, providing documentation or other evidence and assisting ONESTAFF MEDICAL in making any reports that may be required to applicable state licensing authorities or insurance carriers. OPERATOR understands and agrees this communication is vital to ensure proper management of Temporaries and compliance with regulatory standards.

22. PERFORMANCE EVALUATION

OPERATOR agrees to promptly complete and submit a written performance evaluation of Temporaries upon the completion of each contract assignment and send this evaluation to ONESTAFF MEDICAL within one week of the evaluation. OPERATOR agrees and understands these evaluations are critical to ensure proper management of Temporaries and compliance with applicable regulatory standards.

23. CONFIDENTIALITY

- a) In connection with this Agreement, each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential".
- b) Without limiting the foregoing: (a) all documentation concerning Temporaries are the Confidential Information of ONESTAFF MEDICAL; (b) all patient records, reports and information obtained, generated or encountered relating to the Services (other than Temporary Files) are the Confidential Information of OPERATOR; and (c) the terms and conditions of this Agreement are the Confidential Information of both Parties.
- c) Confidential Information does not include information that (w) is publicly known at the time of its disclosure; (x) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (y) is published or otherwise made known to the public by the Disclosing Party; or (z) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Section 22, and the Receiving Party will remain responsible for any

unauthorized use or disclosure of the Confidential Information by any of them.

- d) Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (i) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (ii) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (iii) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

- e) ~~Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control. [Note: County government has to comply with records retention laws. We cannot agree to return of the records. We may not be able to release the records pursuant to open records request but we have to retain them.]~~

24. COMPETENCY AND ORIENTATION

OPERATOR shall provide ONESTAFF MEDICAL or Temporary with information regarding OPERATOR's rules, regulations, policies (including without limitation, meal and rest policies), procedures, physical layout, emergency protocol, emergency evacuation procedures and equipment on any unit to which the Temporary is assigned. If provided to ONESTAFF MEDICAL, ONESTAFF MEDICAL shall provide such information to the assigned Temporaries. OPERATOR will be responsible for notifying ONESTAFF MEDICAL if any Temporary is not demonstrating the requisite level of staff clinical competence during the contract period. In the event additional training on an applicable unit, setting, or area is needed, OPERATOR shall provide ONESTAFF MEDICAL with such information as is necessary so that Temporaries may be appropriately oriented for such assignments.

25. MISCELLANEOUS

- a) This Agreement shall be governed exclusively by the laws of the State of ~~Nebraska~~ **Wisconsin** (exclusive of its laws relating to conflicts of law). Any claims, legal proceeding or litigation arising in connection with ONESTAFF MEDICAL attempting to collect a debt owed by OPERATOR will be subject to the laws of the state in which ONESTAFF MEDICAL is providing services, and Operator consents to such jurisdiction. Each Party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.
- b) ~~As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, excluding disputes over debts alleged owed to OneStaff Medical by Operator, a party may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.~~
- c) All books, documents, and records related to the performance of this Agreement and all workers, including without limitation, all filings and records regarding federal, state and local tax withholding, workers' compensation, payroll, insurance policies, personnel, affirmative action plans, and compliance with applicable laws and regulations or accrediting bodies, shall be available for inspection, at any time without prior notice: and shall be maintained for four (4) years after the furnishing of any service, to include any service provided by way of a subcontract with another organization.
- d) Each paragraph and provision of this Agreement is severable from the Agreement, and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect. The headings of sections in the Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- e) Any notices provided for in this Agreement shall be given in writing and delivered either in person or by prepaid first class certified mail. All such notices shall be addressed as follows:

ONESTAFF MEDICAL:

OneStaff Medical, LLC
10802 Farnam Dr., Ste. 101
Omaha, NE 68154

OPERATOR:

Entity/Business Name
Address (Suite # if any)
City, State, Zip
Attn: (Dept./Contracts, Legal, name)

LEGAL NOTICES

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

[Secondary Contact Info if necessary]

Entity/Business Name
Address (Suite # if any)
City, State, Zip
Attn: (Dept./Contracts, Legal, name)

- f) OPERATOR may contact ONESTAFF MEDICAL for any emergent and non-emergent issues in accordance with the following normal business hours: Monday-Friday, non-holidays, 8:00am – 5:00pm Central time at 1-877-783-1483, and at any other day or time through a 24/7 live agent answering service via the same number.
- g) Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than OPERATOR's obligation to make payments as and when due) if prevented from doing so by a cause or causes beyond its reasonable control, including, but not limited to, Acts of God or the public enemy, fires, floods, storms, riots, strikes, war or restraints of government.
- h) Except as expressly stated herein, the remedies provided to the Parties under this Agreement shall be cumulative and non-exclusive. No consent by either Party to, or waiver of, a breach by either Party shall constitute a consent to or waiver of any other different or subsequent breach by either Party. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ONESTAFF MEDICAL HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.
- i) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- j) Except as otherwise provided herein, neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning Party. Notwithstanding the foregoing, ONESTAFF MEDICAL may assign this Agreement, without obtaining OPERATOR's prior written consent, in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its or its parent's (direct or indirect) outstanding voting interests.
- k) OPERATOR and ONESTAFF MEDICAL affirm that there is no conflict of interest between the Parties. Should either Party become aware of any potential conflict, the parties agree to contact the other party immediately to discuss any possible risks and liabilities. The Parties must avoid any relationship or activity that might impair, or even appear to impair, the ability to make decisions when performing under the terms of this Agreement.
- l) The Parties agree that ONESTAFF MEDICAL's obligation to supply Temporaries on request of OPERATOR is subject to availability of qualified Temporaries. Failure of ONESTAFF MEDICAL to provide Temporaries or failure of OPERATOR to request Temporaries results in no penalty and does not constitute a breach of this Agreement.
- m) This Agreement, including all applicable Work Order Confirmations and all Exhibits attached hereto (all of which are incorporated herein by this reference), contains the entire agreement of the Parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the Parties, whether written or oral, regarding the subject matter hereof.

- n) **STATUTORY PROTECTIONS.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Coalition of any immunity, liability limitation or other protection available to the Coalition under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Coalition shall apply unless the Coalition elects otherwise.
- o) **ELECTRONIC SIGNING.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.
- p) **NO CONSTRUCTION AGAINST EITHER PARTY.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.
- q) **CAPTIONS.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized agent as of the dates shown below. The Effective Date of this Agreement shall be the later of the two dates below.

OPERATOR – [Business/Entity Name]

ONESTAFF MEDICAL – OneStaff Medical, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE



PLEASE COMPLETE AND SUBMIT AT THE TIME OF EXECUTING THE PRIMARY CONTRACT

Invoice & Credit Data Information

Facility Name:		Contract Effective Date:	
Address:			
City:		State:	Zip Code:
Estimated Number of Travelers in Facility:			

Billing Terms:

Billing Contact:
Contact Phone:
Contact Email:

Invoices will be sent:

Via Email: <input type="checkbox"/>	Invoicing Email Address:
Reverse Invoice: <input type="checkbox"/>	Technology Platform Used:

Method of payment:

Check: <input type="checkbox"/>	ACH: <input type="checkbox"/>
---------------------------------	-------------------------------

Internal Use Only

Expected total of Travelers Placed Annually:	
Bill Rate:	
Annual Total:	
Requested Credit Limit:	Approved Credit Limit:
Account Manager:	Signature:

EXHIBIT A – TRAVEL ASSIGNMENT WORK ORDER CONFIRMATION WORK ORDER CONFIRMATION

Operator Name	
Facility Name	
Temporary Professionals Name	
Temporary's Phone Number	
Temporary's Email Address	
Specialty/Cost Center	
Direct Supervisor	
Shift Details	
Assignment Dates	
Contract Length	
Base Hourly Rate	
Overtime Rate	
Holiday Rate	
On Call Rate	
Call Back Rate	
Double Time Rate	
Charge Rate	
Mileage	
Guaranteed Hours	
Approved Time Off	
Additional Notes	

RATES AND GUARANTEED HOURS SET FORTH IN THIS WORK ORDER CONFIRMATION SHALL BE BINDING FOR THE ENTIRETY OF THE APPLICABLE ASSIGNMENT AND SHALL CONTROL IN THE EVENT OF ANY CONFLICTING TERMS STATED ELSEWHERE IN THE AGREEMENT. IN ALL OTHER EVENTS (EXCLUDING RATES AND GUARANTEED HOURS) WHERE A PROVISION CONTAINED IN A WORK ORDER CONFLICTS WITH ANY TERMS OF THE AGREEMENT, THE PROVISIONS OF THE AGREEMENT SHALL PREVAIL.

OneStaff Medical Signature:

Date:

Operator/Facility Signature:

Date:

EXHIBIT B - RATE SHEET**Attn: Contact Name****Facility Name****Street Address****City, State, Zip****Effective Date:** / /

Non RN Specialties	Bill Rate:
CNA - Certified Nursing Assistant	\$55.00
CMA - Certified Medical Assistant	\$57.00
LPN, LVN	\$75.00

RN Specialty I	
LTC, Rehab, Skilled Nursing	\$95.00
Home Health, Hospice	\$100.00

RN Specialty II	
MDS Coordinator, Case Manager	\$105.00

Rapid Response/Crisis Rate:	+\$25.00
Any position that is deemed & agreed upon by the facility & OneStaff Medical as an urgent and hard-to-fill need, or if at the time of confirmation, our contractor will be starting during an on-site epidemic outbreak of infectious disease.	

Management	Bill Rate:
House Supervisor	\$105.00
Nurse Manager	\$115.00
Assistant Director of Nursing (ADON)	\$125.00
Director of Nursing (DON)	\$150.00

Respiratory Therapy	Bill Rate:
CRT – Certified Respiratory Therapist	\$95.00
RRT – Registered Respiratory Therapist	\$100.00

[SIGNATURE PAGE TO FOLLOW]

- **Guaranteed Hours:** All rates are all-inclusive for costs to the hospital and are based on a guaranteed 36 hour work week for 12 Hour shifts & 40 Hours per week for 8 or 10 Hour shifts.
- **Overtime/Holiday:** Overtime is charged at 1.5 times the base rate for all hours worked over 40 in a workweek (Sunday-Saturday). It is also charged for holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.
- **CALIFORNIA:**
 - **Overtime (CA):** is charged at 1.5 times the base rate for all hours worked after 8-hours in a shift, and for all hours worked over 40 in a workweek (Sunday-Saturday)
 - **Double Time (CA):** Double Time is billable for all hours worked over 12 in a single shift (**California only.**)
- **On Call:** On Call billed at \$6 per hour.
- **Call Back:** (responding to a page) will be billed at the overtime rate and for a minimum of two (2) hours. This typically applies to OR RNs, OR Techs, ER RN & Allied Health Professionals, but will apply to any employee that is required to carry a pager or required to remain accessible for call back.
- **Charge:** All charge RN/LPN hours will be billed for an additional \$10 per hour.
- **Mileage:** All business miles driven while on the clock will be billed at the IRS standard rate of \$0.54/mile
- **Floating:** Any hours candidates are asked to float to a different unit, will be billed at the original bill rate or at the higher acuity bill rate. Floating down to a lower unit will not change the bill rate.

Operator/Facility Signature

Name

Title

Onestaff Signature

Name

Title

EXHIBIT C - MINIMUM SCREENING PROTOCOLS FOR TEMPORARIES

Please contact your OneStaff Medical Account Manager with any questions. Items listed will remain unchanged for one (1) year from the date of execution of this Agreement. Thirty (30) days advanced written notice required if any changes must be made to protocol items.

Part 1: Standard Checklist – All Specialties/Modalities [Non-CNA]

Professional

- Resume (previous seven (7) years of experience or back to initial degree)
- Employment Application
- Skills Checklist (unit specific, updated annually)
- Two (2) Professional References - One MUST be from a supervisor for submitted unit within last twelve (12) months of employment, the second from a peer or supervisor within three (3) years of employment
- Performance Evaluations (requested from Client after every contract, attempt to complete at least annually)
- Licensure/Certification
- Annual NURSYS verification of all licenses held (current, expired, or lapsed)
- Licensure for CNA, LPN, Nursing, Respiratory Therapy and Allied Health (license currently practicing under is verified for status and disciplinary action within thirty (30) days prior to the start of each contract via primary source).
- Certification for Allied Health (ARRT, CST, etc.); verified upon hire for status and upon each subsequent contract and/or certification renewal
- AHA BLS required for all travelers with hands-on patient care (ACLS, PALS, NRP, etc. as required by Client and must include hands on skills testing with live instructor)
- Education/Orientation
- Annual Occupational Safety and Patient Care Standards exam, completed upon hire and then annually. Course content must include:
 - Advance Directives, Age-Related Competency, Bloodborne Pathogens, Cultural Competency, Documentation & Risk Management, Drug-Impaired Healthcare Worker, Electrical Safety, Emergency Preparedness, End of Life Care, Fire Safety, HIPAA Standards, Joint Commission National Patient Safety Goals, Latex Sensitivity & Allergies, Medication Error Prevention, Musculoskeletal Injury Prevention, Organ & Tissue Donation, Pain Management, Patient Rights, Recognizing & Reporting Abuse (Child, Domestic, and Elder), Restraints & Seclusion, Security & Workplace Violence Prevention, Sexual Harassment, Tuberculosis Education, and Universal Precautions
- Signed Job Description
- Employee Handbook Acknowledgement (or similar internal education on company policies/procedures, evaluation process, etc.)

Background

- SSN Trace (results must be shown, all counties reported within a seven (7) year time span must be run)
- County Background Checks (all residences lived and worked, including travel assignments for minimum of last seven (7) years) checks are performed within 1 year of start.
- National Criminal Check (annual)
- National Sex Offender check (annual)
- FACIS® Screening (Fraud and Abuse Control Information System (upon initial hire or after a twelve (12) month lapse in employment, will perform Level 3; for reassignments will perform OIG/EPLS)

- FACIS® Level 3: searches disciplinary actions taken by federal agencies (including OIG/EPLS/GSA) as well as licensing and certification agencies
- OIG/EPLS: searches sanction information with OIG/EPLS/GSA and other federal agencies
- Employment Verification: Most recent employer
- Education Verification
- Other Background Checks as requested by the Client (example NPDB, MVR)
- I-9 (documents accepted per USCIS regulations; at least one (1) must verify identity)
- SSN Verification through E-Verify Program through the SSA (Social Security Administration) and the DHS (Department of Homeland Security); results available on first day of Employment (due to E-Verify Regulations)

Identification

- Driver's License of valid state ID on file for every traveler, SS Card, or Passport

Health Requirements

- Drug Screen collected within 1 year of start for each contract (10 panel); if traveler is at the same facility and working for over a year, a drug screen will be updated annually (includes no breaks of thirty-one (31) days or more)
- Hepatitis B – we accept 3 vaccine series (3), titer results or Declination form (if equivocal/negative titer requires booster, vaccines series, or declination form)
- MMR – we accept 2 vaccines or positive titers required (for equivocal/negative titer require a booster)
- Varicella – we accept 2 vaccines or positive titer required (for equivocal/negative titer require a booster)
- Physical - stating the traveler is in good health and clear to work without restrictions and updated annually. Must be completed by a MD, DO, DC, PA, or NP
- TB – TB Skin Test, TB Quant Gold, or TB Spot Test (updated annually)
- Chest X-ray – for history of positive PPD, completed at time of positive ppd reading, must indicate for positive ppd, and then repeated if becomes symptomatic (Per CDC Guidelines) or per facility requirement
- TB Annual Screening Form – required for all, regardless of past TB history, and ALL questions must be answered. If history of past positive, then updated annually
- Influenza – vaccine or declination form required (annual).

Part 2: CNA Checklist

Professional

- Resume (previous seven (7) years of experience or back to initial degree)
- Employment Application
- Skills Checklist (unit specific, updated annually)
- Two (2) Professional References - One MUST be from a supervisor for submitted unit within last twelve (12) months of employment, the second from a peer or supervisor within three (3) years of employment
- Performance Evaluations (requested from Client after every contract, attempt to complete at least annually)
- Licensure/Certification (if applicable per State)
- Licensure for CNA (license currently practicing under is verified for status and disciplinary action within thirty (30) days prior to the start of each contract via primary source).

- CPR or AHA BLS required for all travelers with hands-on patient care
- Education/Orientation
- Annual Occupational Safety and Patient Care Standards exam, completed upon hire and then annually. Course content must include:
 - Advance Directives, Age-Related Competency, Bloodborne Pathogens, Cultural Competency, Documentation & Risk Management, Drug-Impaired Healthcare Worker, Electrical Safety, Emergency Preparedness, End of Life Care, Fire Safety, HIPAA Standards, Joint Commission National Patient Safety Goals, Latex Sensitivity & Allergies, Medication Error Prevention, Musculoskeletal Injury Prevention, Organ & Tissue Donation, Pain Management, Patient Rights, Recognizing & Reporting Abuse (Child, Domestic, and Elder), Restraints & Seclusion, Security & Workplace Violence Prevention, Sexual Harassment, Tuberculosis Education, and Universal Precautions
- Signed Job Description
- Employee Handbook Acknowledgement (or similar internal education on company policies/procedures, evaluation process, etc.)

Background

- SSN Trace (results must be shown, all counties reported within a seven (7) year time span must be run)
- County Background Checks (all residences lived and worked, including travel assignments for minimum of last seven (7) years) checks are performed within 1 year of start.
- National Criminal Check (annual)
- National Sex Offender check (annual)
- FACIS® Screening (Fraud and Abuse Control Information System (upon initial hire or after a twelve (12) month lapse in employment, will perform Level 3; for reassignments will perform OIG/EPLS)
- FACIS® Level 3: searches disciplinary actions taken by federal agencies (including OIG/EPLS/GSA) as well as licensing and certification agencies
- OIG/EPLS: searches sanction information with OIG/EPLS/GSA and other federal agencies
- Employment Verification: Most recent employer
- Education Verification
- Other Background Checks as requested by the Client (example NPDB, MVR)
- I-9 (documents accepted per USCIS regulations; at least one (1) must verify identity)
- SSN Verification through E-Verify Program through the SSA (Social Security Administration) and the DHS (Department of Homeland Security); results available on first day of Employment (due to E-Verify Regulations)

Identification

- Driver's License of valid state ID on file for every traveler, SS Card, or Passport

Health Requirements

- Drug Screen collected within 1 year of start for each contract (10 panel); if traveler is at the same facility and working for over a year, a drug screen will be updated annually (includes no breaks of thirty-one (31) days or more)
- Hepatitis B – we accept 3 shot vaccine series (3), titer results or Declination form (if equivocal/negative titer requires booster, vaccine series, or declination form)
- MMR – we accept 1 shot vaccine. full 2 shot vaccine series, or positive titers required (for equivocal/negative titer require a booster)
- Varicella – we accept 1 shot vaccine, full 2 shot vaccine series, or positive titer required (for equivocal/negative titer require a booster)
- Physical - stating the traveler is in good health and clear to work without restrictions and updated annually. Must be completed by

a MD, DO, DC, PA, or NP

- TB – TB Skin Test, TB Quant Gold or TB Spot Test (updated annually)
- Chest X-ray – for history of positive PPD, completed at time of positive ppd reading, must indicate for positive ppd, and then repeated if becomes symptomatic (Per CDC Guidelines) or per facility requirement
- TB Annual Screening Form – required for all, regardless of past TB history, and ALL questions must be answered. If history of past positive, then updated annually
- Influenza – vaccine or declination form required (annual).

SAMPLE



EXHIBIT D – OPERATOR’S FACILITIES/AFFILIATES COVERED BY STAFFING SERVICES AGREEMENT

This exhibit to the Agreement for Staffing Services sets forth the facilities/affiliates owned and/or operated by the Operator that are authorized to request and use staffing services from OneStaff Medical. Operator shall be responsible for any and all of its Facilities’ and/or Affiliates’ compliance with the terms and conditions of the Staffing Services Agreement – including but not limited to all timely payments of invoices, and compliance with all obligations and responsibilities set forth in the underlying Agreement.

Any changes in the Operator’s facilities/affiliates list must be made in writing and be added per a signed addendum by the Parties.

The following facilities are represented in the Agreement with _____ and OneStaff Medical, Limited Liability Company, and subject to the terms and conditions thereof.

Facility Name	Facility FULL Address

IN WITNESS HEREOF, the parties have caused this addendum to be executed by their authorized officers as evidenced by their signatures below.

Operator/Facility [Signature] _____ Name _____ Title _____ Date _____

Onestaff Medical [Signature] _____ Name _____ Title _____ Date _____





EXHIBIT E - OPERATOR COMMUNICATION FORM

TRAVELERS NAME _____

FACILITY MEMBER COMPLETING FORM _____ DATE _____

FACILITY INFORMATION

Name of Facility

Travelers Name and Position

Travelers Supervisor @ Facility: Name & Position

COMMUNICATION REPORTING

General Comments:

What type of documentation do you have regarding the incident:

Action:

DATES

Date reported to the manager or administration:



877.783.1483



10802 farnam drive
omaha, ne 68154



877.783.1626

EXHIBIT F - SPOT BONUS REQUEST

- OneStaff Temporary Staff are eligible to receive Spot Bonuses from Operators and Facilities upon submission of this form, or other reasonable proof that a Bonus was offered or extended to a Temporary by the Operator or any of its staff. (See Staffing Service Agreement section 2(13)).
- All Spot Bonuses shall be grossed-up and invoiced to the Operator according to the grossed-up amount unless otherwise indicated in the form below. If this form is not used, the grossed-up amount will be presumed, and the Operator shall be invoiced accordingly.
- Spot Bonus pay will be subject to all applicable taxes, fees, and administrative costs. If gross-up amount is declined, the net amount of the bonus to be paid to Temporary shall be determined after any Facility and Staffing Agency's administrative costs and fees have been assessed and applied. After the application of all taxes, fees, and costs, the resulting net amount will be issued to the Temporary upon full payment of invoiced amount by operator.
- Payment terms for invoiced bonuses to the Operator are according to the same terms and conditions as the underlying Staffing Service Agreement – see section 2(6). All submitted Spot Bonus Request Forms by the Operator are final and subject to the same terms, conditions, and obligations as the underlying Staffing Services Agreement.
- For assistance completing this Spot Bonus Agreement Form, contact your OneStaff Medical Account Manager.

Please complete and sign below, and immediately submit to your OneStaff Account Manager.

DATE OF REQUEST: _____

OPERATOR/FACILITY MEMBER COMPLETING FORM: _____

TEMPORARY'S NAME: _____ PERSONNEL ID/SSN: _____

TEMPORARY'S POSITION OR UNIT: _____

TEMPORARY'S SUPERVISOR AT FACILITY (NAME & POSITION): _____

NAME OF OPERATOR: _____

NAME OF FACILITY: _____

SPOT BONUS AMOUNT: \$ _____

INVOICED AMOUNT: GROSSED-UP (DEFAULT) [*Net Amount received by Temporary will be that of the Spot Bonus Amount Requested; invoiced amount will be adjusted to account for taxes, fees, and costs.*]

☐ DECLINE GROSS-UP [*Invoiced amount will be for Spot Bonus Amount, with the net amount issued to the Temporary being adjusted for all taxes, fees, and costs have been applied.*]

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS FORM AND HAVE THE AUTHORITY TO BIND THE OPERATOR FOR THE AMOUNT TO BE INVOICED ACCORDINGLY.

SIGNATURE: _____

DATE: _____