

ALL ONE STAFFING LLC. AGREEMENT

This Healthcare Staffing Agreement together with Attachment 1 hereto and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between _____ on date _____, whose address _____ and All One Staffing LLC. for use of caregivers, Certified Nursing Assistants, Licensed Practical Nurses, and Registered Nurses.

1. DESCRIPTION OF SERVICES. Agency will use its best efforts to recruit qualified individuals to staff facilities from Agency and/or Agency's direct and indirect subsidiaries in accordance with facilities specifications. The one or more attached service line exhibits ("Service Line Exhibit(s)") [is the document labeled "Terms of Service", the service line exhibit?] set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. facilities represent, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the facilities in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of facilities in connection with the temporary professional services provided by for Client.

2. COMPENSATION TO AGENCY. Facility agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state, and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a facility any wage/hour penalty as required by federal or state law, such penalty shall be billed to facility at the regular rate.

3. INVOICING. Invoices will be rendered weekly and delivered via email or a web-based application (and facility and Agency shall cooperate to allow facility to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within ~~30~~ 45 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 15% after ~~30~~ 45-day term and 1.5% monthly (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.

4. GOVERNMENT MANDATED COST INCREASES. If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days' notice of such increase.

5. EQUAL EMPLOYMENT OPPORTUNITY POLICY. Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant based on race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state, or local laws. Facility will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

6. INDEMNIFICATION Facility shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as “claim(s)”) by (A) any governmental or administrative agency and/or (B) any staff or anyone acting on his/her behalf, in which facilities action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state, or other governmental statute or regulation.

Agency shall indemnify Facility for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as “claim(s)”) by (A) any governmental or administrative agency and/or (B) any staff or anyone acting on his/her behalf, in which Agency’s action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state, or other governmental statute or regulation.

7. NOTICES. All notices, demands, requests or other instruments that may be or are required to be given hereunder (“Notices”) shall be in writing and sent to the addresses set forth below (for Client under “Notices (Other than Invoices/Billing)”), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for facility shall be sent to the address set forth below and as provided in the section entitled “Invoicing” above.

AGENCY: **All One Staffing LLC.**

2206 Woodcrest Drive,
Portage, WI 53901.

INVOICES AND BILLING:

_____	Client Designated Contact Name
_____	Client Designated Client Name
_____	Client Designated Address
_____	Client Designated City, State, Zip
_____	Client Designated Email Address

LEGAL NOTICES TO FACILITY

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. ENTIRE AGREEMENT; ATTORNEYS’ FEES; GOVERNING LAW. This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). If any action is brought to enforce or interpret this Agreement or any part

thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by facility, facility shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of laws rules. The parties' consent to the exclusive jurisdiction of the state and federal courts located in Wisconsin for any action arising under this Agreement.

9. INSURANCE AND SAFETY LAWS. During the term of this Contract, Agency shall, at Agency's sole cost, maintain the following insurance:

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.

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.

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance shall name the County as an additional insured on the policy, and shall require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate shall be provided anytime a change is made to any policy which affects any requirement under this contract.

The parties intend that neither the insurance requirements, the insurance limits required herein, nor any other part of this section be deemed to limit any liability of Agency.

Facility accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a staff assignment under facilities supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Facility will only assign staff to work in the areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of staff, facility shall provide Agency written notice of such claim immediately and, in no event more than 30 days after facility knew, or reasonably should have known, of such claim.

10. CONFIDENTIAL INFORMATION. Each Party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena, in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as staff and prospective staff names and information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Facility agrees to use appropriate security measures to protect Agency and its subsidiaries' employee, client and/or staff personal information from unauthorized access, destruction, use, modification, or disclosure in

accordance with all federal and state privacy laws.

11. CONSENT TO FAX. To ensure that Agency is following state and federal law, facility hereby expressly grants permission to Agency to send all facsimile communications to any facility location.

12. TERM. The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one-year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all staff currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.

13. SEVERABILITY. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

14. NON-WAIVER. Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

15. 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.

16. MULTIPLE ORIGINALS. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

17. 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.

18. 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.

19. 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.

AGREED AND ACCEPTED

Facility_____

Signature: _____

Name: _____

Title: _____

Date: _____

All One Staffing LLC.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

1. TIMEKEEPING; COMPENSATION OF ALL ONE STAFF. All One Staff will enter time worked into an electronic timecard system designated by Agency. Facility shall designate a representative to review and approve all time no later than each Monday by 5 p.m. CST. Facilities approval of All One-time Staffs certifies that the hours submitted are correct, the work was performed to facilities satisfaction and authorizes Agency to bill facility for the hours worked by All One staff. If facility's designated representative fails to timely report time worked to Agency, all time submitted by All One staff will be considered accurate and facility shall be responsible for payment. If All One staff does not report to work for a scheduled shift due to illness or some other reason outside of facilities control, facility will not be billed for those hours. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.

2. OVERTIME. Facility agrees to pay one and one-half times the regular rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay facility daily overtime (an overtime multiple such as one and one-half times or two times the facilities hourly wage), facility shall pay Agency the same multiple on the regular rate for such hours. Agency may comply with facilities policies regarding overtime when such compliance accords with Agency's obligations under state and federal law and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.

3. ORIENTATION. Facility agrees to pay Agency for one hour of orientation worked.

4. CANCELLATION. In the event Facility desires to cancel an Assigned Employee's shift, Facility shall deliver to Agency notice (via e-mail or other reasonable means) of cancellation at least 24 hours prior to the scheduled start of the shift, in which event Facility shall not be required to pay Agency for such shift. If Facility delivers notice of cancellation with less than 24 hours' notice, Facility shall be required to pay Agency for the scheduled shift.

5. NON-COMPETE CLAUSE All One and facility cannot seek out employees for employment. If employee from facility or All One Staffing chooses to work at facility or All One Staffing, employee must wait 45 days worked at either the facility or All One Staffing. If facility or All One staff chooses to buy out an employee there is a buyout of \$5,000. All outstanding invoices must be paid before buy-out occurs from All One Staffing. Employees that are terminated from facility or All One Staffing can be hired at no buy-out.

6. CLINICIAN QUALIFICATIONS. Agency shall follow its standard certification and credential requirements for its staff. Upon staff's arrival at facility, Facility will verify the identity and credentials of all staff a visual check of the staff's identification and professional license or certification upon scheduled shift.

TERMS of SERVICE

All One Staffing, LLC. ("Agency") either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Healthcare Staffing Agreement that was entered into by and between _____ ("facility") and ("Agency") on or about _____, as modified by these additional terms. This exhibit sets forth the terms for allied travel assignments effective as of _____ (the "Effective Date").

SCHEDULE OF RATES. The regular rate schedule is based on assignments worked each week for shifts worked for the positions listed below. These rates will go into effect for anyone beginning an assignment. Facilities will receive an invoice for hours worked each week.

Position	Regular Rate Per Hour
CBRF Caregiver	\$30.00
Certified Nursing Assistant	\$32.00
Med Tech	\$40.00
Licensed Practical Nurse	\$55.00
Registered Nurse	\$65.00

Shift Differentials	
Weekday	
PM	\$1.00
Night	\$1.50
Charge Nurse	\$5.00
Weekend	
AM	\$2.00
PM	\$3.00
NIGHT	\$3.50

Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

Shift Differentials: The weekend differential will apply to all hours worked starting between AM shift Saturday and night shift Sunday.

Facility shall defend (including without limitation paying defense costs as they are incurred), save, indemnify and hold Agency and staff harmless from and against all losses, claims, suits, legal actions, damages, judgments, liability, costs, expenses and interest based upon, arising out of or attributable in any way to staff acts or omissions (whether actual or alleged) as a preceptor. An additional hourly rate will be charged for all hours worked by staff in a preceptor capacity.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to allied travel assignments, the terms of this Exhibit shall prevail.

Holidays and Overtime: Staff working at facility with more than forty hours in a calendar week will pay Agency 1 ½ times the base rate for those hours. The week starts on Sunday and goes through Saturday. Overtime will be incremented into 15-minute increments. Facility will pay Agency 1 ½ times regular rate for any hours on a holiday.

Holidays will include:

Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Easter	Memorial Day
July 4th	Labor Day
Thanksgiving	

AGREED AND ACCEPTED

Facility: _____

Name: _____

Title: _____

Date: _____

ALL ONE STAFFING LLC.

By: _____

Name: _____

Title: _____

Date: _____