

## STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT (“Agreement”) is entered into effective (the "Effective Date"), by and between CareerStaff Unlimited, LLC (“Company”), and ("Client").

- I. **SERVICES.** Company, as a provider of staffing services, shall furnish to Client qualified professional healthcare personnel (“Personnel”) on an as-needed, as-available basis and in accordance with this Agreement's terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession and have had criminal background checks obtained by the Company.
- II. **TERM AND TERMINATION.** This Agreement shall have an initial term of one (1) year (the “Term”) commencing on the Effective Date, shall automatically renew for additional terms of one (1) year each, and may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.
- III. **ADDITIONAL RIGHTS, DUTIES, AND OBLIGATIONS OF COMPANY.**
  - A. **Personnel Information.** Company shall maintain and provide to Client, upon written request, the following information for any Personnel:
    - i. Proof of current licensure, registration, or certification (if applicable).
    - ii. Proof of completion of educational requirements, continuing education where required.
    - iii. Proof of insurance coverage, as defined herein.
    - iv. Confirmation that a background check was completed and approved by Company.
    - v. Confirmation that a drug screen was completed and approved by Company.
    - vi. Document(s), if available, required for audit and accreditation activities.
  - B. **Company Employees.** All Personnel assigned to Client under this Agreement shall be employees of Company. Company shall assume sole and exclusive responsibility for the payment of wages to Personnel for services performed by them. Company shall be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance, and maintaining worker’s compensation insurance coverage in an amount and under such terms as required by state law.
- IV. **ADDITIONAL RIGHTS, DUTIES, AND OBLIGATIONS OF CLIENT.**
  - A. **Supervision and Instruction.** Client is responsible for supervision and instruction of the Personnel regarding policies, procedures, and Client operation, specifically including, but not limited to all necessary Client safety procedures, equipment handling, and services to be rendered. Client shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.
  - B. **Acceptance of Personnel.** Client retains the right to determine, within reasonable discretion, which Personnel shall be accepted for initial or repeated service. Client shall provide Company with advance notification of Client’s staffing needs.
  - C. **Right to Dismiss.** Client maintains the right, per its own policies and procedures, to require any Personnel to leave its premises immediately. Client shall immediately notify Company of any and all such actions.

- D. **Incident Reporting.** Client shall notify Company immediately of any Client policy and procedure violation that results in potential professional liability or workplace injury incident involving Company Personnel. Additionally, Client shall notify Company of any unsatisfactory performance or conduct involving Personnel. All Client requests to have Personnel removed from an assignment shall be performed in writing with reference to specific Client policies and procedures. Client shall provide Company with performance evaluations upon the completion of, or, if requested, during each assignment.
- V. **NON-SOLICITATION OF INTERNAL OFFICE STAFF.** During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly (e.g., by hiring or using another individual or entity that hires Company's internal office staff, or as an owner, client, manager, partner, member or five percent (5%) or more shareholder), employ or contract with any Company's internal office staff who provided, managed or otherwise was involved in the provision of Services to the Client during the term of this Agreement. Client shall not induce any Company's internal office staff to terminate his/her relationship with Company. Client shall notify Company of its intent to hire any Company's internal office staff introduced to Client during the term of this Agreement or for a period of one (1) year following this Agreement's termination. Client shall pay Company a fee upon employment of any such individual. The fee shall be equal to thirty percent (30%) of the first year salary, including bonuses, offered to the individual by Client. The fee shall be due and payable on the first day of employment of the individual with Client.
- VI. **COMPENSATION.**
- A. **Billing Rates.** Company's billing rates are established in the attached Addendum A. Billing rates may be changed upon thirty (30) days written notice by Company to Client or mutually agreed upon, inclusive of an addendum detailing rates.
- B. **Billing and Payment Terms.** Client shall pay Company for Personnel provided and charges pursuant to this Agreement. Company shall invoice, every seven (7) days, for Personnel provided by Company to Client. Client shall pay Company within thirty (30) days from the invoice date. Client must give timely written notice to Company of any issue or dispute relating to an invoice or timesheet. Client agrees that any issue or dispute not raised within thirty (30) days from the date of the invoice, are deemed waived. Any outstanding balance not paid within forty-five (45) days of the invoice date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) annual rate or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. If Company assigns the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and reasonable legal fees, costs, and expenses shall be paid by Client. Client acknowledges and accepts the use of Company signed timecard as sufficient mean of record keeping for all Personnel. Client acknowledges that Client's responsibility to pay Company for personnel provided under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.
- C. **Termination for Non-payment.** Notwithstanding any other provision in this Agreement, Company may immediately terminate this Agreement at any time without notice if payment for services is not received by the forty-fifth (45th) day after the invoice is mailed.
- VII. **INDEPENDENT CONTRACTOR.** In the execution and performance of this Agreement, Company and Client are and shall be at all times acting as independent contractors. Nothing in this Agreement is intended or shall be construed or be deemed to create between Company and Client an employer-employee relationship, a joint venture relationship, or a partnership. Except as provided in the Agreement, neither party shall have nor exercise any control or direction over the method or means by which the other party shall perform its duties or services under this Agreement.

VIII. **INSURANCE AND INDEMNIFICATION.**

- A. **Company's Insurance.** Company shall maintain, at Company's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Company shall maintain workers' compensation insurance for all of Company's staff in amounts required by the laws of the state in which Client is located, although Company may elect to self-insure for workers' compensation insurance, pursuant to applicable law. Company shall cause its insurer to deliver to Client thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Company shall provide written proof of coverage to Client.
- B. **Client's Insurance.** Client shall maintain, at Client's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Client shall maintain workers' compensation insurance for all of Client's staff in amounts required by the laws of the state in which Client is located, although Client may elect to self-insure for workers' compensation insurance, pursuant to applicable law. Client shall cause its insurer to deliver to Company thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Client shall provide written proof of coverage to Company.
- C. **Mutual Indemnification.** Each of Company and Client (the "Indemnifying Party") hereby agree to indemnify the other, its affiliates, directors, officers, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney's costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

IX. **CONFIDENTIALITY.**

- A. **Information.** Each party to this Agreement, by virtue of entering into this Agreement, shall have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of the other party without the other party's express prior written consent, except pursuant to its duties hereunder.
  - B. **Terms of this Agreement.** Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement, to any person who is not a party nor signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.
- X. **CIVIL RIGHTS.** Each of Company and Client shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either party's activities.

XI. MISCELLANEOUS.

- A. **Financial Assurance.** Client warrants that it has sufficient assets to support the costs of this Agreement.
- B. **Notices.** All notices, demands, or requests 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 Client shall be sent to the address set forth below.

**AGENCY:**      Attn: Contracts Team  
\_\_\_\_\_  
CareerStaff Unlimited, LLC  
6333 N. State Highway 161 Suite 100  
Irving, TX 75038  
Telephone: (888) 993-4599  
  
Email: [contracts@careerstaff.com](mailto:contracts@careerstaff.com)  
\_\_\_\_\_

**CLIENT: NOTICES ONLY**

**REQUIRED: INVOICES AND BILLING**

\_\_\_\_\_  
Contact Name  
  
\_\_\_\_\_  
Client Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State, and Zip  
  
\_\_\_\_\_  
Telephone  
  
\_\_\_\_\_  
Facsimile  
  
\_\_\_\_\_  
Email  
  
\_\_\_\_\_  
Alternate Email

\_\_\_\_\_  
AP Contact Name  
  
\_\_\_\_\_  
Legal Billing Name  
  
\_\_\_\_\_  
AP Billing Address  
  
\_\_\_\_\_  
AP Billing City, State, and Zip  
  
\_\_\_\_\_  
AP Telephone  
  
\_\_\_\_\_  
AP Facsimile  
  
\_\_\_\_\_  
AP Email  
  
\_\_\_\_\_  
Invoice Distribution (Mail or Emailed)

- C. **Compliance with "Do Not Fax" Regulation.** Client hereby grants Company permission to deliver to Client via facsimile information concerning Company’s products and services.
- D. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company or Client any rights, remedies, obligations, or liabilities whatsoever.

- E. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment but, subject to the foregoing limitation, shall insure to the benefit of and be binding on the successors and assigns of the respective parties. Notwithstanding the foregoing, Company may assign this Agreement to a parent corporation, affiliate, or successor in interest without Client's consent.
- F. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State in which services are being provided under this Agreement.
- G. **Attorney's Fees.** In the event of any litigation by any party to enforce or defend itself under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.
- H. **Waivers.** A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.
- I. **Open Records Requirements.** If compensation payable hereunder exceeds Ten Thousand Dollars (\$10,000) per annum, Company hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Client and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, Company hereby agrees, if services are to be provided by subcontract, to make available to the HHS, GAO, Client and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder within fourteen (14) days of request.
- J. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.
- K. **Subcontractors.** Company will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.
- L. **Floating.** Company employees may only be placed in assignments that match the job description and clinical skills for which are stated in the clinician's Assignment Agreement Letter.
- M. **Incident/Error Tracking System.** Upon notification of incidents and/errors, Company shall document and track all incidents, errors, and sentinel events related to the care and services provided within twenty-four (24) hours. Information is to be shared and reported in a timely manner to the appropriate regulatory bodies and the Joint Commission as required.
- N. **Conflict of Interest.** Company discourages any conflict of interest, which is defined: any decision, action, or other situation that involves or will involve an actual conflict, or the appearance of a conflict, between the interests of Company and the financial or other personal interests of any employee, or any member of his or her immediate family, or any company or firm with which a director or employee or any member of his or her immediate family is associated. Employees should always refrain from any dealings with outside firms that would result in unusual gains for themselves and/or other entities including kickbacks, bribes, bonuses, or other benefits. There must be a financial interest that could directly affect the work or services of Personnel to be considered a conflict. Company reviews and evaluates this on an annual basis. All actual or potential conflict of interest situations must be promptly reported to the Human Resources Department.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date first set above.**

COMPANY: CareerStaff Unlimited, LLC

CLIENT:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A:**

CareerStaff Unlimited, LLC RATE SCHEDULE  
Effective:

Modality/Specialty	PRN
CNA	\$28
LPN	\$37
RN	\$48

**SOLICITATION OF STAFF/CONVERSION OF CAREERSTAFF EMPLOYEE:** Client agrees to notify CareerStaff Unlimited of its intent to hire any contingent staff who previously were referred to Client by CSU during the preceding twelve (12) month period. In addition, Client also agrees and warrants to pay a buyout of the contingent staff's agreement at 20% of the projected first year salary that has worked less than 520 hours and for 12% for the contingent staff that has worked between 521-1039 hours.

**CANCELLATION POLICY:**

- A. Per Diem Assignment: Client is responsible for giving a two-hour notice of cancellation to the Company to end an assignment early or prior to the start. If cancellation occurs in less than two hours before the confirmed start time, Client will be billed for two (2) hours of time and trouble at the assignment bill rate.
- B. Contract Assignment: Client is responsible for giving a fourteen (14) days notice of cancellation to the Company to end an assignment early or prior to the start. If cancellation occurs in less than fourteen days (14) before the confirmed start time, Client will be billed for two (2) weeks of time and trouble at the assignment bill rate and at the guaranteed weekly hours.

**HOLIDAYS:** Company observes the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Holidays will be billed at time-and-one-half (1.5) the regular bill rate. Shifts that start 7:00 pm local time the day before the holiday and all shifts that start on the holiday will be inclusive of holiday rates.

**OVERTIME:** Rates of time and one-half will apply to all time worked over 40 hours per week, per employee and to all time worked on designated holidays, or pursuant to State Labor Laws. In the state of California, Company will bill overtime after eight (8) hours at a rate of time and one-half and double time after twelve (12) hours.

**GUARANTEED HOURS:** All contracted assignments are to have completed Addendum C for confirmation of the assignment. A contracted assignment is any assignment with a duration equal to or longer than (4) weeks with guaranteed hours for clinical staff members. Guaranteed hours for a contract assignment are thirty-six (36) or forty-eight (48) for assignments with twelve (12) hour shifts or forty (40) hours for assignments with eight (8) hour shifts.

**EXCEPTIONS:** Should any assignment require an adjustment to the above listed rates, a confirmation letter will be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

COMPANY: CareerStaff Unlimited, LLC

CLIENT:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM B:**



CareerStaff Unlimited, LLC CLIENT CREDENTIAL REQUIREMENTS

**CREDENTIAL REQUIREMENTS:**

The following credentials are required by the Company:

- APPLICATION
- JOB DESCRIPTION
- LICENSE VERIFICATION
- SKILLS CHECKLIST
- (2) REFERENCES
- RESUME
- CODE OF CONDUCT COMPLIANCE TRAINING
- HIPAA ACKNOWLEDGEMENT
- BACKGROUND CHECK
- DRUG TEST RESULTS - 9 PANEL
- TB – Single or Two Step or Chest X-ray with positive PPD or quantiferon gold (excludes Pharmacy Professionals and School Clinicians)
- PHYSICAL - Excludes all Pharmacy Professionals
- CPR - Required for RN, LPN, LVN only

In addition, to the above required credentials for the Clinicians of Company, Client may also require verification of additional documents below:

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COMPANY: CareerStaff Unlimited, LLC

CLIENT:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ADDENDUM C:**

## CareerStaff Unlimited, LLC CONFIRMATION OF ASSIGNMENT

**Facility Name:**  
**Facility Address:**  
**Name and Discipline:**  
**Reports to:**  
**Assignment Start:**  
**Assignment End:**  
**Weekly Guaranteed Hours:**  
**Schedule:**  
**Approved Time Off:**  
**Bill Rate (Hourly):**  
**Overtime/Holiday Rate (Hourly):**  
**Approved Mileage:**

**Cancellation Terms:** Client is responsible for giving a 14-day notice of clinician contract cancellation to Company to end an assignment early or prior to the start. If cancellation occurs in less than 14-days, Client will be billed for two (2) weeks of time and trouble at the assignment bill rate and at the guaranteed weekly hours. Client is responsible for giving a two (2) hour notice of clinician shift cancellation to Company to cancel shift for the day. If the cancellation occurs in less than two (2) hours, Client will be billed for two (2) hours of time and trouble. Clients are able to cancel one shift within a clinician's assignment per four (4) week period within a contract, cancellation of additional shifts will result in the billing of the guaranteed hours as determined within the assignment agreement.

**Holidays:** Company observes the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Holidays will be billed at time-and-one-half (1.5) the regular bill rate. Shifts that start 7:00 pm local time the day before the holiday and all shifts that start on the holiday will be inclusive of holiday rates.

**Overtime:** Rates of time and one-half will apply to all time worked over 40 hours per week, per employee and to all time worked on designated holidays, or pursuant to State Labor Laws. In the state of California, Company will bill overtime after eight (8) hours at a rate of time and one-half and double-time after twelve (12) hours.

COMPANY: CareerStaff Unlimited, LLC

CLIENT:

\_\_\_\_\_  
Sign Name\_\_\_\_\_  
Sign Name\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date\_\_\_\_\_  
Date

**ADDENDUM D:**  
**CareerStaff Unlimited, LLC FACILITY LOCATIONS**

Facility Name:	Address:

COMPANY: CareerStaff Unlimited, LLC

CLIENT:

\_\_\_\_\_  
 Sign Name

\_\_\_\_\_  
 Sign Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date