

### **Hospital Vendor Contract – Summary Sheet**

1.     ☐ Existing Vendor                             ☒ New Vendor
2.     **Name of Contract:** Staffing Agreement
3.     **Contract Parties:** Total Medical Personnel Staffing, LLC, Nationwide Nurses, LLC and Mangum Regional Medical Center
4.     **Contract Type Services:** Staffing
  - a.   **Impacted hospital departments:**
    - Clinical
    - Human Resources
    - Patient Care
5.     **Contract Summary:**

Vendor will provide its employees for staffing on a temporary basis as requested by Hospital.
6.     **Cost:** ☒     See Attachment or Exhibit C of Agreement
7.     **Prior Cost:** \$0.00
8.     **Termination Clause:** 30 days prior written termination notice required.
  - a.   **Term:** 1 year. Agreement auto-renews for successive 1 year unless 30 days written notice is provided.
9.     **Other:**



## EXHIBIT C – Travel Rates

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$63.95	\$65.95
RN Charge or Specialty	\$64.95	\$66.95
LPN	\$48.95	\$50.95
LPN Charge or Specialty	\$49.95	\$51.95
C M A	\$32.95	\$34.95
C N A	\$31.95	\$33.95
Private Duty/ Sitter	\$30.95	\$32.95

\*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

## Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

*\*Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

## Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00



## EXHIBIT C Temporary COVID-19 Travel Rates

\*Effective 5/10/20 these are the rates for facilities with confirmed positive COVID-19 cases. Once a facility has zero COVID-19 positive cases in their facility the rates will revert back to the original rates and these rates will expire. It will be the facilities responsibility to let the Provider know within 48 hours so we can make the appropriate adjustments to the bill rate.

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$66.45	\$68.45
RN Charge or Specialty	\$67.45	\$69.45
LPN	\$51.45	\$53.45
LPN Charge or Specialty	\$52.45	\$54.45
A C M A	\$35.45	\$37.45
C M A	\$34.45	\$36.45
CNA/ Sitter	\$33.45	\$35.45

\*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

## Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

*\*Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

## Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00

**\*This rate sheet serves as notice for the bill rate adjustment to begin 5/10/20 and does not require signature to be in-force. By continuing to request and accept shifts filled by Total Medical the facility acknowledges and accepts these terms.**

## Staffing Agreement

THIS AGREEMENT made as of \_\_\_\_\_ by and between Total Medical Personnel Staffing, LLC, an Oklahoma limited liability company "Provider", Nationwide Nurses, LLC, an Oklahoma limited liability company "Provider", and, \_\_\_\_\_: hereto after referred to as "Client".

WHEREAS, Total Medical Personnel Staffing, LLC, and Nationwide Nurses, LLC are engaged in the business of providing temporary and direct hire placement services; and WHEREAS, Client desires to memorialize its Agreement to engage either or both companies to provide temporary help for Client at its facility. NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. DUTIES OF TOTAL MEDICAL PERSONNEL SERVICES

- 1.1 Scope of Work: Provider shall supply to Client the services of Provider's employees on a temporary basis ("Temporary Employees") as requested by Client. Client shall use the services of Provider for the job categories set forth on Exhibit C, a copy of which is attached hereto and incorporated herein, at Client's facility in Oklahoma.
- 1.2 Selection and Background Checks: Provider shall recruit, interview, test, screen and orient all Temporary Employees to be assigned to Client's facility prior to their assignment at Client. Provider will complete an OSCN criminal background check on all personnel at no charge to Client.
- 1.3 Training: Provider can provide customized training programs for the Temporary Employees assigned to Client. Such training can be conducted at Provider's or Client's offices. Payment for such training shall be made by Client as mutually agreed upon.
- 1.4 Substance Abuse Testing: Provider shall at its own expense arrange for the substance abuse testing of any Temporary Employees assigned to Client's facility believed to be under the influence while performing duties at Client's facility.
- 1.5 Payroll: Provider agrees to assume full responsibility for paying the Temporary Employees, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers' compensation proceedings involving Temporary Employees.
- 1.6 Bill Rates: The parties agree that provider may adjust rate as necessary in order to ensure that Provider continues to be able to recruit and retain high quality employees. Provider will give 30 days' written notification of any changes to the contract. Bill rate adjustments may be either sent via email, digital signing services such as DocuSign, hand-delivered, or by certified mail.

### 2. DUTIES OF CLIENT

- 2.1 Payment for Services: Provider will invoice Client weekly for temporary or payroll services provided in accordance with this Agreement. Payment shall be due 30 days from the date of the invoice. A late fee of \$35 per invoice will be assessed for each 7 day period the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 30 days, Client agrees to pay all legal fees and expenses; including court costs and attorney fees associated with the litigation and collection of past dues invoices.

After 90 days of service, if all invoices are current, the client can request to modify their payment terms to be paid within 30 days. If accepted by both parties then payment will be due in 30 days. A late fee of \$35 per invoice will then be assessed for each 30 day period the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 60 days, Client agrees to pay all legal fees and expenses; including court costs and attorney fees associated with the litigation and collection of past dues invoices.

## 2.2 Guarantee Hours:

- If Client retains any Total Medical Temporary Employee for a period of at least four (4) hours and fails to advise Provider of any complaints regarding the Temporary Employee; Client is responsible for paying all monies due for services performed by the Temporary Employee.
- Nationwide Nurses Travelers are contracted with a Minimum Weekly Hour Guarantee which will be outlined in the Traveler Confirmation document. Client agrees to pay for all guaranteed hours, including hours client cancels. In the event a Traveler cancels hours, client will not be billed for those hours. Client is responsible for paying all monies due for services performed by the Traveler.

2.3 No Payroll Transfers: Client acknowledges that Provider has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to Temporary Employees, and that the identity, telephone number, address, skills, qualifications, preferences and work history of the Temporary Employees constitute trade secrets of Provider. Accordingly, Client agrees not to directly or indirectly utilize, offer to hire, hire or engage as an independent contractor Temporary Employee assigned to Client by Provider during any such assignment and for a period of 180 days after completion of such assignment, except through Provider. Client also agrees not to permit such Temporary Employee to work on Client's premises through any other firm or while on the payroll of any other firm for a like period, without the express prior written consent of Provider. Client shall immediately notify Provider in writing of the completion or termination of a Temporary Employee's assignment.

2.4 In the event Client recruits a Provider's employee, Client agrees to one of the three options below. The forth option is a program that allows the Provider to assist the Client with hiring of hourly positions:

1. Program 1 Direct Hire: If Client recruits a Total Medical or Nationwide Nurses employee, Client agrees to reimburse Provider 25% of employee's annual wages.
2. Program 2 Temp to Hire (Advance notice from Client to prior to hiring Provider Employee): The moment the Client gives Total Medical notification of the intention to hire Provider's employee, the temp-to-hire clock starts. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
3. Program 3 Temp to Hire (No advance notice of Client hiring Provider Employee until after it has happened): The moment the Provider or the Client learns that the Provider's Employee has been hired by the Client, the temp-to-hire clock starts. To support this transition economically, Provider will move pay rate for Provider Employee to the pay rate Employee will receive once converting to Client's payroll. The mark-up will be reduced to 50% for the duration of the Temp-to-Hire period. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
4. Program 4 Payroll Program: All new hire candidates that are processed through the payroll program will be marked up at 50% of the determined wage set by the client. The new hire will complete 520 hours before rolling onto the client's payroll. Client may terminate the new hire at any time between 0-520 hours with no penalty assessed to the client. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.

2.5 Indemnification: The Client agrees to indemnify and hold harmless Provider and its managers, officers, directors, employees and agents from and against any and all claims, losses, costs, expenses, judgments, liabilities or claims for attorney's fees arising out of or resulting from: any negligence, wrongful acts or breaches of this Agreement by

the Client or a representative, agent, employee, officer or director of the Client. The Provider agrees to indemnify and hold harmless Client and its managers, officers, directors, employees and agents from and against any and all claims, losses, costs, expenses, judgments, liabilities or claims for attorney's fees arising out of or resulting from: any negligence, wrongful acts or breaches of this Agreement by the Provider or a representative, agent, employee, manager, officer or director of the Provider. Both parties acknowledge that it will not have any right to indemnification as set forth in this Section 2.5 for any claims or causes of action that may be brought by the other party.

2.6 Limitation on Duties: Client agrees that it will not entrust Temporary Employees with unattended premises, cash, checks, negotiable instruments or other valuables without the prior written agreement of Provider, and then only under Client's direct supervision.

2.7 Equal Employment Opportunity: Client acknowledges that Provider is an Equal Employment Opportunity employer, and agrees that it shall not harass, discriminate against or retaliate against any Temporary Employee because of his or her race, national origin, age, sex, disability, marital status or other category protected by law, nor shall client cause or request Provider to engage in discrimination.

2.8 Time Sheets: Client's signature on Provider's time sheet certifies that the hours shown are correct, that the work was performed to the Client's satisfaction and authorizes Provider to bill Client for the hours worked by the named Temporary Employee. Client agrees that the representative who signs this Agreement is authorized to do so, that Provider may rely upon that signature as binding upon Client, and that time sheets submitted by facsimile transmission shall be accepted as valid for billing purposes.

2.9 Workplace Safety: Client agrees to supply a safe and suitable workplace for Temporary Employees, and shall be solely responsible for complying with applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions

### **3. INDEPENDENT CONTRACTOR**

3.1 The services which Provider shall render under this Agreement shall be as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationship of principle and agent, or employer and employee, between Provider and Client.

### **4. INSURANCE COVERAGE**

4.1 Provider shall provide workers' compensation insurance coverage for the Temporary Employees but Client retains the right to direct and control the work of the Temporary Employees. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving the Temporary Employees assigned to Client's facility.

4.2 Provider shall furnish professional liability insurance for Provider, its agents and Personnel, with a liability limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement.

### **5. CONFIDENTIALITY**

5.1 Client's Confidential Information: Provider acknowledges that it, its staff employees and the Temporary Employees may be given access to or acquire information which is proprietary to or confidential to Client or its affiliated companies and their customers. Any and all such information obtained by Provider, its staff employees and the Temporary Employees shall be deemed to be confidential and proprietary information. Provider agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than providing of services to Client. Provider agrees to advise each of its staff employees and agents and the Temporary Employees of their obligations to keep such information confidential, and to require the Temporary Employees to enter into Confidentiality Agreements for the protection of Client.

5.2 Provider Confidential Information: Client acknowledges that during Provider's performance under this Agreement, Client may be given access to or acquire sensitive and Confidential Information of Provider as defined below, all of which provides Provider with a competitive advantage and none of which is readily available. Client agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except under the authority of Provider or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. Client agrees that it will use due

care to prevent any unauthorized use or disclosure of such information. As used herein, Provider Confidential Information means: all information regarding Provider's Temporary and staff employees, including but not limited to their names, home addresses, telephone number, skills, qualifications, evaluations, related information.

## **6. COOPERATION**

- 6.1 The parties agree to cooperate fully and to provide any assistance necessary to the other party in the investigation of any complaints, claims, actions, or proceedings, which may involve or relate to Client, Provider or any Temporary Employee. The parties agree to promptly provide each other with copies of any summons, notices, subpoenas or other legal documents that involve or relate to Provider or any Temporary Employee assigned to Client.

## **7. TERM AND CANCELLATION BY EITHER PARTY**

- 7.1 The term of this Agreement will be for one (1) year and thereafter will continue from year-to-year, and automatically renew annually until cancellation by either of the parties hereto upon thirty (30) days' written notice to the other. In addition, TMPs will have the right to immediately terminate this Agreement without cause at any time.
- 7.3 In the event the other party declares or becomes bankrupt, insolvent or discontinues operations, either party may terminate this Agreement upon 48 hours written notice. Provider reserves the right to discontinue assignment due to Client's failure to make timely payments as required by this Agreement.

## **8. MISCELLANEOUS**

- 8.1 No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. No waiver of any provision of this Agreement will be implied from any course of dealing between the parties hereto. Any written waiver shall be effective only in accordance with its express terms and conditions.
- 8.2 Any provision or clause hereof which may be invalidated as prohibited by law shall be ineffective to the extent of such illegality; however, this shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
- 8.3 This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof, and may be modified any in a writing executed by the parties.
- 8.4 To the extent necessary to provide Provider with the full and complete benefit of this Agreement, the provisions in this Agreement and the obligations of the Client hereunder shall survive the termination of this Agreement and shall not be affected by termination.
- 8.5 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 8.6 There shall be no assignment or transfer of this Agreement, nor of any interest in this Agreement, unless by mutual consent of both parties in writing.

## **9. REMEDIES FOR BREACH**

- 9.1 Actions: Client and Provider irrevocably consent and agree (and waive all rights otherwise) that jurisdiction and venue for any dispute or controversy arising between them or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character shall lie in the Oklahoma County District Court of Oklahoma County or, in the case of federal jurisdiction, the United States District Court for the Western District of Oklahoma. The parties hereby agree and consent to waive trial by jury in any action or proceeding between the parties; and to accept service of process in accordance with the notice provisions set forth in this Agreement. This Agreement shall be interpreted and construed under and governed by the laws of the State of Oklahoma, without giving effect to any principals of conflicts of law.

## **10. FACILITY OBLIGATIONS:**

- 10.1 The Client's facility (the "Facility") shall utilize assigned Personnel for the specific need requested. Facility agrees that if assignment or locations are changed to contact Provider immediately.
- 10.2 It shall be the responsibility of the Facility to furnish Provider with Facility information and policies pertaining to those items for which they will be accountable so that orientation of supplemental Personnel may be given.
- 10.3 Facility staff supervisors will assist Provider, on a continuing basis, with evaluation of Provider Personnel by providing performance information and/or access to clinical areas for observation by the Provider clinical director.
- 10.4 Facility shall allow Personnel utilized by the Facility to attend, on their own time, appropriate Facility staff development programs and training at the same cost as charged Facility employees for such training.
- 10.5 Facility will immediately inform Provider of any problems or incidents regarding Provider's Personnel and provide copies of all documentation regarding same within seventy-two (72) hours of such problems or incidents.
- 10.6 Facility will reimburse Provider for four (4) hours of Personnel service should Facility cancel requested Personnel for a shift less than two (2) hours before said shift is to begin. Facility reserves the right to utilize the Personnel for their services for a minimum of four (4) hours. Facility also understands that provider has a minimum four (4) hour shift, any shift scheduled less than four (4) hours will be billed a minimum of four (4) hours.
- 10.7 It is considered a late call when the Facility calls for Personnel less than two (2) hours before a shift is to begin. If the associate arrives late for the shift, the Facility will be billed the full shift, and the Personnel paid a full shift. Any additional hours that Personnel acquire beyond the shift will be billed to the Facility and paid to Personnel.
- 10.8 Agree and sign the "Hold Harmless" agreement as found in Exhibit A

## **11. PROVIDER OBLIGATION:**

- 11.1 As required by law, Provider agrees not to discriminate in the treatment of Personnel on the basis of race, creed, color, national origin, gender, age, disability, citizenship status, or veteran status.
- 11.2 Upon request by Facility, Provider will assign as many such requested Personnel as are available for such assignments. Provider does not guarantee at any time that all requests or orders will be filled.
- 11.3 Provider shall only provide Personnel that meet qualifications and minimum experience for the requested position.
- 11.4 Provider shall maintain an employee file on each of its Personnel, which shall contain the following:

### **PRN Personnel:**

- i. A completed application which includes skills, specialties and preferences.
- ii. Employment verification, two references which reflect satisfactory performance.
- iii. Documentation of special education or training.
- iv. Vaccination record, including Hepatitis profile status, TB, rubella.
- v. Verification of current license, registration or certification, as applicable.
- vi. Dates of employment orientation.
- vii. Job Description and Performance Evaluation where required.
- viii. Pre-employment drug screen.
- ix. OSHA, HIPAA and Fire Safety (Training and Testing).
- x. Status of CPR and First Aide.
- xi. OK Screen Oklahoma and National FBI fingerprinting and background check.

- 11.5 Provider shall provide orientation for all new Personnel, which will include facility information furnished by the Facility.
- 11.6 Provider agrees that it will not solicit Facility employees for employment with Provider for the term of the contract.



11.7 Provider shall require as a condition of employment that all Personnel comply with all provisions of the licensing law under which she/he is licensed and with the regulations promulgated there under and that all personnel observe, comply with and are bound by all regulations, policies, and procedures of general application to individuals (employed by, under contract with, having medical staff membership or clinical privileges) at the Facility as may be adopted and /or amended from time to time during the term of this Agreement, which regulations, policies and procedures may address administrative matters, patient care matters, legal compliance matters and other matters pertinent to Personnel obligations to the Facility, including any standards of conduct manual.

## 12. **EMPLOYEE COMPENSATION**

12.1 Pay Schedule. Provider's weekly pay period is Sunday 1<sup>st</sup> shift through Saturday 3<sup>rd</sup> shift. Provider's pay period is Sunday 1<sup>st</sup> shift through Saturday 3<sup>rd</sup> shift. Weekday rates begin on the First (1<sup>st</sup>) shift on Monday morning thru the Second (2<sup>nd</sup>) shift on Friday evening. Weekend rates begin on Friday night Third (3<sup>rd</sup>) shift or 7pm for 12 hour shift rotation thru the Third (3<sup>rd</sup>) shift on Sunday evening.

12.2 Holidays. Holiday rates will be billed at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement. Holiday rates begin on the 1<sup>st</sup> shift of the holidays listed below through the 3<sup>rd</sup> shift. The following holidays will be recognized: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Thanksgiving Day, Easter Sunday, Labor Day, Memorial Day, and Independence Day.

12.3 Overtime. Client acknowledges and agrees that in the event a non-exempt Temporary Employee works more than forty (40) hours in any work week as set forth in Section 12.1 - Pay Schedule, of this Agreement, that Temporary Employee is entitled to compensation at the hourly rate of time and one half (1- 1/2) for such overtime hours. Client agrees to reimburse Provider for all such overtime payments at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement which Provider pays to its Temporary Employees assigned to Client. In the event a non-exempt Temporary Employee works on a recognized Holiday as set forth in Section 12.2 – Holidays, of this Agreement, and has completed more than forty (40) hours in the work week, Provider will bill up to double time for hours completed in Overtime on a Holiday.

## 13. **AUTHORITY**

13.1 The person signing this Agreement on behalf of the Client hereby represents and warrants to Provider that he or she is authorized by the Client to execute this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Provider and Client on \_\_\_\_\_.


PROVIDER:

Total Medical Personnel Staffing, LLC  
7017 N Robinson Ave  
Oklahoma City, OK 73116

CLIENT:

Nationwide Nurses, LLC  
7017 N Robinson Ave  
Oklahoma City, OK 73116

By: \_\_\_\_\_



Name: \_\_\_\_\_ Mike O'Keefe

Title: \_\_\_\_\_ CEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**HOLD HARMLESS AGREEMENT**

Unless the client has obtained prior written consent of Total Medical Personnel Staffing or Nationwide Nurses, the client agrees not to ask nor allow any employee of Total Medical Personnel Staffing or Nationwide Nurses to perform any of the following job related activities:

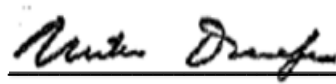
- a) Drive motor vehicles except as agreed to in job order specifications.
- b) Operate machinery, equipment, or devices of any kind unless the employee is trained and specifically authorized to operate, except for routine office equipment.
- c) Handle cash, jewelry, securities or other valuables of any kind, unless job order specifications require, and Total Medical Personnel Staffing or Nationwide Nurses has provided a bonded employee.
- d) Perform a procedure, treatment, operations, diagnosis, or other medical process for which the employee has not been specifically trained and/or experienced in, and possesses the necessary licenses, certifications, or credentials for.

If this prior written consent is not obtained, the client agrees to waive all rights to make a claim against Total Medical Personnel Staffing or Nationwide Nurses and also agrees to relieve Total Medical Personnel Staffing or Nationwide Nurses from all liability and responsibility for any damage, loss, or expense which the client incurs as a result of Total Medical Personnel Staffing or Nationwide Nurses employee engaging in such activities, and the client further agrees to indemnify and hold harmless Total Medical Personnel Staffing or Nationwide Nurses from and against all claims, damages, bodily injuries, losses and expenses which might be caused as a result of the Total Medical Personnel Staffing or Nationwide Nurses employee engaging in any of these activities.

Furthermore, the client agrees not to expose any of Total Medical Personnel Staffing or Nationwide Nurses employees to unnecessary hazard, or extra hazard, and not to violate any OSHA or safety law, rule or regulation whether federal, state or local. The client may be held liable as a result of their breach of this agreement.

\_\_\_\_\_  
Client Representative Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Total Medical Personnel Staffing

\_\_\_\_\_  
Date

Nationwide Nurses

**EXHIBIT B**

**RECRUITING BUY-OUT AGREEMENT**

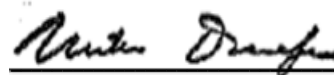
Once a Provider Employee works at the Clients facility, the Provider Employee is ineligible to hire on directly with the Client for a minimum of 180 days, after the last shift worked with the Client facility.

Provider Employees are made aware of this commitment prior to their on-boarding, as a condition of employment. Occasionally, a Provider Employee will apply with the Client, without listing Provider as their previous Employer. Total Medical greatly values its relationship with you the Client. To alleviate any potential conflicts with the Client, Provider has 3 employment options for Client to choose from:

1. Program 1 Direct Hire: If Client recruits a Total Medical or Nationwide Nurses employee, Client agrees to reimburse Provider 25% of employee's annual wages.
2. Program 2 Temp to Hire (Advance notice from Client to prior to hiring Provider Employee): The moment the Client gives Total Medical notification of the intention to hire Provider's employee, the temp-to-hire clock starts. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
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\_\_\_\_\_  
Client Representative Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Total Medical Personnel Staffing

Nationwide Nurses

\_\_\_\_\_  
Date



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RN	\$66.45	\$68.45
RN Charge or Specialty	\$67.45	\$69.45
LPN	\$51.45	\$53.45
LPN Charge or Specialty	\$52.45	\$54.45
A C M A	\$35.45	\$37.45
C M A	\$34.45	\$36.45
CNA/ Sitter	\$33.45	\$35.45

\*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

## Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

*\*Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

## Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00

**\*This rate sheet serves as notice for the bill rate adjustment to begin 5/10/20 and does not require signature to be in-force. By continuing to request and accept shifts filled by Total Medical the facility acknowledges and accepts these terms.**