

STAFFING LLC()

CONTRACT AGENCY AGREEMENT

This Agency Agreement (this "Agreement") is made and entered into as of December 18, 2023 (the "Effective Date"), by and between _____ LLC (" ") and _____, Inc. and/or its assigns ("Client"), and;

Whereas, _____ and Client wish to enter into an agreement wherein _____ will provide temporary medical staff ("Staff") to Client's managed facilities at an agreed upon rate, and;

Whereas, the parties desire to enter this Agreement as of the Effective Date setting forth the rights, duties and obligations and expectations of the parties in reference to the Staff.

Now, therefore, for and in consideration of the promises, the parties here to do hereby covenant and agree as follows:

TERM:

The term of this Agreement shall be one (1) year, commencing on the Effective Date. The Agreement shall automatically renew for additional one (1) year terms, unless terminated as provided below or unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term. At any time, either party can terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The Agreement may be amended at any time and from time to time by written agreement of the parties.

Description of Services:

Beginning on the Effective Date, _____ will submit to Client the names of qualified Staff with the requisite skills and educational background described as follows to fill Client's nursing staffing needs and provide the services (collectively, the "Services"):

Responsibilities:

Upon request by Client, _____ shall assign such Staff as are available for such assignment. At no time does _____ guarantee that all requests will be filled.

_____ shall maintain a workers' file on each of its Staff and will provide copies of the following to each respective facility upon request.

- a. Completed application, which includes education, training, skills, specialties, and preferences.
- b. Documentation of education and training.
- c. Skills inventory checklist.
- d. Two recent work references.
- e. TB test and evidence of satisfactory health status.
- f. Current CPR.
- g. Performance evaluation.
- h. Copy of current license, registration, or certification.
- i. Criminal background checks.
- j. COVID Vaccination Cards (upon request).
- k. Drug Test (upon request).

_____ will use its best efforts to match the skills and experience levels of its Staff to the specific needs of the facility.

Staff will be requested to report to the designated supervisor before he/she begins to work.

_____ shall give the facility two (2) hours notice regarding Staff, which _____ cannot provide.

_____ will not actively solicit facility employees during the term of this Agreement and for a period of one (1) year thereafter.

Staff assigned to facilities pursuant to this Agreement shall, for the purpose of this Agreement, be considered staff of _____. Client shall assume sole and exclusive responsibility for the payment for Services to _____. _____ will be responsible for paying all federal/State and other applicable taxes for its Staff.

_____ is in compliance with all state and federal laws applicable to the contracting of its Staff assigned to the facilities.

_____ will comply with facility standards for the use of supplemental staffing services.

_____ agrees not to discriminate in the assignment of its Staff based on race, creed, color, national origin, sex, age, disability, citizenship, status, or veteran status.

_____ will promptly notify Client of any inquiries, investigations, complaints, and any disciplinary actions taken by any entity based on _____ actions or inaction or those of its Staff with respect to any Services provided by _____ to a Client patient. _____ hereby authorizes any entity regulating or supervising _____ to release to Client all information relating to such complaint or disciplinary action.

- _____ shall ensure its _____ Staff immediately report any emergency, accident, injury, or material change in health condition of a resident to Client including but not limited to the transport of any resident to the hospital or doctor in the event of emergency.
- _____ shall ensure its _____ Staff shall immediately report any suspected abuse, neglect, or exploitation of a resident to Client.
- _____ shall ensure its _____ Staff immediately report to Client any damage to Client.

Client Responsibilities:

Client understands all Staff provided by _____ for the term of this Agreement are contracted through _____.

_____ and Client will implement a zero dollar buyout policy. Client may hire _____ Staff. Client will provide _____ two (2) weeks notice of its intent to hire.

Client shall provide sufficient information about its specific needs to _____ so that _____ can match the skills and experience of its Staff to those needs.

Client shall utilize assigned Staff only for the specific need requested, unless Client, _____ and Staff agree to a change in duties.

Client agrees that _____ duty to fill assignments is subject to availability of qualified Staff.

Client will orient Staff to the facility and its rules and regulations, including the physical layout and equipment on any unit to which such Staff are assigned.

Client staffing supervisors will assist _____ on a continuing basis, with evaluation of _____ Staff by providing performance information.

Client shall allow _____ Staff (on their own time) to attend appropriate facility staff development programs.

Client will immediately notify _____ of any problems regarding _____ Staff.

Client will make available to _____ copies of all documentation concerning problems or incidents in which _____ Staff are involved.

If, in the sole discretion of the facility, any person assigned by _____ is incompetent, negligent, or has engaged in misconduct, facility may require such person to leave its premises and shall inform _____ of this action immediately. The facility's obligation to compensate _____ for said Services shall be limited to the hours actually worked by such person and facility shall have no further obligation with respect to such assignment.

If the facility changes or cancels an order less than two (2) hours before reporting time, the facility shall be billed for two (2) hours at the hourly rate for the personnel involved. If the facility requests staffing with less than 24 hours' notice because of i.e. last-minute call outs, the facility shall be billed two (2) hours for Emergency staffing.

The facility agrees not to discriminate in the assignment of _____ Staff based on race, creed, color, national origin, sex, age, disability, and citizenship status or veteran's status.

Billing Procedures

_____ will invoice weekly for its services. The rates for its services are shown on Exhibit "A." The rates for services established in Exhibit "A" can be amended prospectively by _____ at any time upon thirty (30) day's written notice to the facility.

Facility shall pay _____ invoices within (30) business days from date of invoice. Invoices not paid within (30) days are considered past-due and will be subject to a finance charge of one and half (1.5%) percent per month on the unpaid balance (annual percentage of 18%) or the maximum interest rate allowed by law, whichever is lower. Facility agrees to pay the finance charge together with reasonable attorney's fees for the cost of collection. Arbitration will be used by both parties to settle any disputes.

Precondition to Payment. _____ has been advised that Client has developed a time management system to more efficiently track and record Agency usage in its facilities. Further, _____ Staff have been trained and oriented to the use of the system and advised that they are REQUIRED to clock in and out of the system at the beginning and end of shifts and during break periods. In the event that _____ Staff fail to appropriately utilize the system, and Client, in its sole discretion, cannot adequately verify or confirm

Staff's time in a facility, then payment to _____ for time not recorded in the system shall be withheld.

Relationship of Parties

In the performance of duties and obligations under this Agreement, it is mutually understood and agreed that _____ is at all times acting and performing its duties and functions in the capacity of an independent contractor; that Client shall neither have nor exercise any control or direction over the methods by which _____ shall perform Services, nor shall Client and _____ be deemed partners. It is understood by the parties that _____ is an independent contractor with respect to Client and is not an employee of Client or Client's facilities. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of _____ agrees to perform its Services, at all times, in strict accordance with currently approved and accepted methods and practices in _____ profession. It is expressly agreed by the parties hereto that no work, act, commission, or omission by _____ pursuant to the terms and conditions of this Agreement shall be construed to make or render _____ the agent, employee, or servant of Client or Client's facilities. _____ is responsible for worker's compensation and all other state and federal benefits and compensation payable to its staff/employees. _____ shall indemnify and hold Client harmless and free from liability or costs (including attorneys' fees) arising from any claim made by or on behalf of any governmental agency or any other entity, or individual alleging that _____ or any individual furnished by _____ is an employee of Client.

Compliance

The parties expressly acknowledge that it is the intent of the parties to comply fully with all federal, state, and local laws, rules, and regulations. The parties expressly agree that nothing contained in this Agreement, nor any other agreement between the parties, is intended to offer or permit the receipt of any remuneration or benefit of any nature to solicit, require, induce, or encourage the referral of any patient or item or services, nor shall this Agreement require _____ to refer or admit any residents to, or order any goods or services from Client. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself, himself, or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b). The parties shall comply with the applicable requirements, including reporting requirements, of Section 1150B of the Social Security Act, as implemented by Section 6703(b)(3) of the Patient Protection and Affordable Care Act of 2010 (the "Elder Justice Act"). CHSL shall follow Client's Code of Conduct (attached hereto as Exhibit B) which indicates criteria set forth in the compliance plans established by the Office of Inspector General of the United States

Department of Health and Human Services. _____ shall ensure compliance with the applicable state and federal rules and regulations and shall abide by the same legal and ethical guidance as is described in the Code of Conduct. This includes, conducting Exclusion Sanction Checks on all applicable staff/employees and not permitting those Staff with positive Exclusion Sanction Checks to provide services to the patient/facility/location/entity. By executing this Agreement, _____ agrees to abide by the Code of Conduct, educate and train all Staff that provide Services to the patient/facility/location/entity on the Code of Conduct, and report any suspected violations of the Code of Conduct to the Compliance Hotline at _____. In the event of any legislative change or determination, whether federal or state, that has or would have a significant adverse impact upon either party hereto in connection with the performance of the Services hereunder, or should either party be deemed in violation of any statute or regulation for any reason arising out of this Agreement, then this Agreement shall be renegotiated to comply with the then current law.

The parties acknowledge that the goods and services contemplated within this Agreement may involve the use and/or disclosure of confidential patient information. As such, the parties agree to comply with applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA"), governing the confidentiality of protected health information. Where applicable, the parties will negotiate and enter into a contractual agreement or an addendum that complies with the relevant HIPAA standards, including but not limited to the standards regarding "business associates." _____ shall comply with the applicable regulations promulgated by the U.S. Department of Health and Human Resources in parts 160 and 164 of Title 45 of the Code Federal Regulations pursuant to the Administrative Simplification provisions of HIPAA. _____ shall only use and/or disclose Protected Health Information ("PHI") that is received from Client or that _____ creates or receives on behalf of Client pursuant to this Agreement only as provided herein. For purposes of this Agreement, PHI shall have the meaning set forth in 45 C.F.R. §§ 160.103 and 160.501, as amended. Nothing in this Agreement shall be construed to authorize _____ to use or disclose PHI in a manner that would violate HIPAA if so used or disclosed by Client.

Confidentiality

_____ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of _____, or divulge, disclose, or communicate in any manner any information that is proprietary to the facility. _____ will protect such information and treat it strictly as confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination or expiration of this Agreement, _____ will return to the

facility all records, notes, documentation, and other items that were used, created, or controlled by _____ during the term of this Agreement.

Insurance

Throughout the term of this Agreement, each party shall, at its own expense, maintain professional liability, negligence, public liability, and/or property damage insurance with liability limits in the amount of One Million Dollars (\$1,000,000.00) for a single occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate, insuring for any liability or damages by reason of any injury or loss to any person or persons or property, regardless of kind or owner, from any cause arising from the acts or omissions, including, without limitation, negligence or other misconduct, of _____ in the performance or nonperformance of _____ duties and obligations under the terms of this Agreement. In no way and under no circumstances shall Client be responsible for providing professional liability, negligence, public liability, and/or property damage insurance for, nor shall Client be liable for, any cause of action or claim arising from the acts or omissions of _____ in the performance or nonperformance of its duties, nor shall Client be responsible for _____ activities, including the provision of medically related services, which are outside the course and scope of _____ authority or duties as defined herein. _____ waives any rights to recovery from the facility for any injuries that _____ Staff may sustain while performing Services under this Agreement and that are a result of the negligence of _____ Staff. In the event either party's insurance coverage is of the "claims made" type, such party agrees to provide satisfactory evidence of "tail" insurance covering all acts and omissions with respect to Services rendered hereunder. _____ will provide, upon request, certificates of insurance or other evidence of coverage, and it will notify Client of any cancellation or modification of its liability insurance within thirty (30) days.

Indemnification

Each party shall indemnify and defend the other party, its parent, affiliates, subsidiaries, agents, assignees, directors, officers, members, and employees (collectively, the "Indemnified Parties") and save the Indemnified Parties harmless from any and all claims, demands, liabilities, losses, suits, costs, damages, and expenses (including reasonable attorneys' fees), including but not limited to loss of life, bodily or personal injury, or property damage arising from out of or in connection with, or related to any negligent or intentional act or omission by the Indemnifying Party or its directors, officers, employees, agents, or assigns. The Indemnifying Party agrees to pay all losses, damages (actual and exemplary), costs, expenses, invoices, and bills (including reasonable attorneys' fees) incurred by the Indemnified Party as a result of any such negligent or intentional act or omission by the Indemnifying Party or any director, officer, employee, agent, or assign thereof.

Further, _____ will indemnify, defend, and hold harmless Client and its respective affiliates, subsidiaries, directors, officers, employees, agents, attorneys, and representatives from and against any and all liabilities, fines, penalties, demands, claims, actions, losses, judgments, costs, expenses, and attorney's fees, of any type or nature, imposed upon or incurred by Client for any workers' compensation and/or other state and/or federal benefits and compensation payable/to be payable to the agency Staff that may arise in connection with the performance of Services or work by _____ or Staff supplied by _____ to Client pursuant to this Agreement.

This provision shall be deemed continuing and shall survive any termination or expiration of this Agreement.

Notices

All notices shall be in writing and shall be addressed to the parties as set forth below. Notices shall be effective upon receipt when delivered personally or upon mailing when properly addressed with postage prepaid.

If to Client:

_____, Inc.

Kinston, North Carolina

Attention: _____

Email: _____

With electronic copies
(which shall not constitute
notice) to: _____

If to _____ :

Address: _____

Attn: _____

Access to Records

The parties hereto agree to make available to duly authorized representative of the Department of Health and Human Services; all contracts, books, documents, and records of the parties providing Services hereunder necessary to verify the cost of the Services provided under this Agreement. Similar access will also be granted to the contracts, books, records, and documents subject to Section 1861 of the Social Security Act between the parties providing the Services hereunder and any obligation related to such parties. _____ shall promptly notify Client of the nature of and scope of any such request and shall make available to Client, upon request, all such books, documents, and records.

_____ further agrees that in the event _____ carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

Social Security Act

_____ warrants that, to the best of _____ knowledge, no person who has ownership, controls interest in, or is an agent or managing employee of _____, has been convicted of a criminal offense relating to that person's involvement in any programs under Title XVIII, XIX, or XX of the Social Security Act since the inception of these programs.

Severability

If any provision of this Agreement shall be considered to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, constructed, and enforced as so limited.

Waiver

The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision

hereof. No delay in acting with respect to any breach of this Agreement shall be construed to be a waiver of the breach.

Assignment and Subcontracting

This Agreement may not be assigned by either party without the express written consent of the other, except, however, that Client may assign this Contract to a related corporate entity without obtaining _____ consent and such assignment by Client to a related corporate entity shall be automatic in the event of a corporate restructuring that results in the transfer of ownership or operations of Client to such related corporate entity. _____ may not subcontract or otherwise arrange for another individual or entity to perform _____ duties under this Agreement unless first approved in writing by Client. This Agreement shall inure to the benefit of and be binding upon the parties and any successors and permitted assigns.

Entire Agreement

This Agreement, including any addenda or exhibits attached hereto, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement shall insure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement can be modified only by a written document signed by both parties hereto. Neither party to this Agreement has made any representation or warranty relating to this Agreement or the subject matter hereof except those specifically contained in writing in this Agreement.

Applicable Law

This Agreement and the interpretation, construction, and enforcement hereof shall be governed by the laws of the State of _____, without giving effect to the conflicts of law provisions thereof.

Time is of the Essence

Time is of the essence for all dates and time periods set forth in this Agreement and each performance called for in this Agreement.

Remedies

In addition to those remedies provided for herein, both parties shall have available all remedies provided by law.

Counterparts

This Agreement may be executed in numerous counterparts, each of which will be deemed to be an original, but all of which shall constitute one and the same agreement. Facsimile or electronic signatures shall be treated as original signatures.

EXECUTED on the date first written above.

CLIENT: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tel: _____

E-Mail: _____

Website: _____

2023 - 2024 Exhibit "A"

FACILITY RATES

1. RN - \$ 69 per hour any shift. (No differential)
2. LPN - \$ 50 per hour any shift. (No differential)
3. CNA - \$ 32 per hour any shift. (No differential)

HOLIDAYS Holiday rates are paid for the day, evening, and night shifts on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The Holiday billing rate is one and one-half times the wage paid to agency employee for each hour worked.

AGREED HOURS 32 Guaranteed hours for staff with a block schedule of 8+ weeks.

CLIENT: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

CODE OF CONDUCT

- We will consistently strive to provide quality services to our patients and to the community in accordance with the highest professional and ethical standards possible.
- We will take appropriate measures to provide our patients with respect, emotional support, and personal dignity.
- We will abide by Federal, State and local laws, statutes, rules, regulations, and ordinances, and with federal, state, and private payer healthcare program requirements.
- We will conduct business professionally and properly, and we will do our best to prevent any fraud or abuse of federal, state, or private payer healthcare programs.
- We will not discriminate on the basis of age, sex, race, creed, color, national origin, or disability.
- We will fulfill our obligation to screen, test, manage, and evaluate personnel.
- We will fulfill our obligation to orient employees to their roles and to provide staff development education to maintain the current knowledge and skills needed to competently serve our patients.
- We will maintain the privacy and confidentiality of information entrusted to us in accordance with legal and ethical standards.
- We avoid engaging in any activity, practice, or act that creates an actual, apparent, or potential conflict with the best interests of the facility.
- We seek employees, vendors, and business partners who have not been sanctioned by any regulatory agency and are able to perform their designated responsibilities.