

Sample Nurse Staffing Agreement B

«Date»

«Administrator_First_Name»

«Administrator_Last_Name»

c/o «Full_Client_Name»

«Address»

«City_State_Zip»

LOGO HERE

Dear «Administrator_First_Name»:

Thank you for allowing us the opportunity to support your supplemental staffing needs.

I know you are considering several other leading service providers in addition to Premier Pro Staffing. It's particularly pleasing to have been chosen for your "short list" of candidates.

As a **locally owned, locally operated** and **locally sourced team members**, we likely have experience at your Facility, Department or Floor. Our proprietary candidate sourcing allows us to identify candidates who've worked at your facility, know your policies and procedures thereby providing efficient onboarding and our *straight to care methodology*. This allows your existing personal to focus on more important tasks.

My team and I are thrilled to have the opportunity to demonstrate our capabilities and provide you with a customized proposal based on our conversations. I'm confident you'll see the difference in our approach to supplemental staffing.

Thanks again for the vote of confidence.

Your name

Title

This **Agreement** for Supplemental Staffing (the “Agreement”) is made and entered by and between «Full_Client_Name» with its principal address at «Address», «City_State_Zip» hereinafter referred to as (“Facility”) and YOUR COMPANY NAME with its principal address at YOUR ADDRESS hereinafter referred to as (“Provider”), on this effective date of «Date».

WHEREAS Facility operates a «Type_of_Facility» which from time to time, may be in need of supplemental staffing.

WHEREAS Provider provides supplemental staffing (“Services”);

WHEREAS Facility and Provider agree that Services shall be on a non-exclusive basis;

Now, Therefore, the Parties hereby agree as follows:

1. Provider Obligations

- a. Staff:
 - i. Upon Facility’s request for supplemental staff, the Provider will use its best efforts to provide staff to Facility.
- b. File Documents:
 - i. As requested by Facility, present Facility with applicable background information on each Staff member, including resumes or applications, references, valid licenses, work history, educational background information, and other professional certifications, medical compliance, and other reasonable documentation.
- c. Documents on arrival:
 - i. On arrival to Facility and upon demand, show the following documentation to the Facility’s designated representative.
 1. Current and unrestricted license and/or certification from Facility’s State
 2. Current and approved BCLS for Nurses
 3. Photo Identification in the form of a driver’s license or government issued identification.
 - ii. Photo Identification provided by the Facility shall be worn at all times.
- d. File Audits:
 - i. Upon demand and with reasonable notice, allow staff audits by the Facility, or by the Facility’s designated representative to reasonably ensure that all documentation is present in the personnel and health files of Staff that worked at Facility, provided, however that this right to audit shall terminate within such time as would be customary for the nature of the assignment.
- e. Information to Staff:
 - i. Provide Staff with information on “Occupational Exposure to Bloodborne Pathogens” as required by the Department of Labor regulations.
- f. Non-Discrimination:
 - i. Not discriminate in the assignment of its Staff based on race, religion, creed, color , national origin, sex, age, disability, citizenship, veteran status, or any other basis prohibited by applicable State or Federal Law.
- g. Staff Employment:
 - i. Assume direct responsibility for the compensation of Provider Staff assigned to Facility under this Agreement, including wages, Federal and State Income tax withholdings, social security tax withholdings, unemployment insurance, workers compensation, and other obligations imposed by the Federal State and local law.
- h. Insurance.

- i. Maintain professional liability insurance of **[\$1 million per incident and \$2 million]** aggregate for all claims or judgements arising out of any Provider Staff activities during his/her assignment with the Facility.
- i. Indemnification:
 - i. Indemnify the Facility and its officers, directors, employees from any and all liability. The Facility might incur related to Federal and State tax withholdings, and any other payroll liability arising out of the Facility's use of Provider Staff. Provider shall indemnify defend and hold harmless Facility from and against all claims, demands, actions, causes of action, suits, judgments, damages, losses, liabilities, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees and disbursements) arising for or relating to services provided under this Agreement, including, without limitation, the acts or omissions of the personnel.
- j. Subcontracting:
 - i. Provider shall not use sub-contractors or third parties to employ the Staff provided under this Agreement.
- k. Incident Tracking:
 - i. Work with the Facility to maintain a process for reporting, tracking, and documenting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards related to the care and services provided.
- l. During the term of this Agreement, Provider shall not solicit or hire any of Client's staff.

2. Facility Obligations

- a. Communication of Needs:
 - i. Regularly notify the Provider in writing of the Facility's staffing needs and provide the Provider with detailed information about each Assignment. Facility may request, and Provider may agree to provide Staff under any of the following staffing options as may apply to Facility's Staffing needs:

1. Staff provided for Temporary Contract Assignment ("**Contract Staff**")
2. Staff provided by Last Minute needs ("**Replacement Staff**")

Requests for Staff

coveragerequest@g.com

www.pre

User Name: «**Facility_User_Name**»

Password: «**Facility_Password**»

24 Hour Emergency Staffing Line: XXX-XXX-XXXX

- b. Rate Sheet:
 - i. Strictly perform with all terms governing placement of Contract Staff and/or Replacement Staff, which are as applicable, attached hereto as Rate Sheet exhibits ("**Rate Sheet**") incorporated into the Agreement.
- c. Time Tracking:
 - i. Facility shall utilize its own time tracking system to reconcile Staffs time against time recorded by Provider. Facility shall provide this information to Provider within Two (2) business days upon request.
- d. Cancellations:
 - i. Facility shall notify Provider at least Four (4) hours prior to any start of a shift of a cancellation of Provider relating to Contract Staff. Failure to provide notice of Cancellation within Four (4) hours shall subject Facility to a cancellation fee equal to 2 hours of the Rate Sheet.
- e. Communication with Staff:

- i. Clearly communicate to Staff duties, shifts, unit assignments and other working details during Staff's assignment. Facility may, if necessary, change the Staff assignment from the confirmed clinical area to another clinical site for which the Staff is qualified, or reassign Staff from one unit to another unit on a shift-by-shift basis. If Staff refuses such reassignment, then in the week in which Staff refuses the assignment, the Facility shall be billed only for hours worked.
- f. Orientation:
 - i. Provide the same orientation to Staff regardless of classification or skill level relating to the Facilities policies and procedures for an direct employee of Facility of equal skill for each unit to which Staff is assigned, time spent in orientation shall be counted as hours worked and billed in the applicable Rate Sheet. Provide Staff with any/all documentation as it specifically relates to an employee in a similar role which will inform or aid the Staff in its assigned duties, patient care, reporting or safety requirements as would a direct employee of Facility.
- g. Dress Code:
 - i. Communicate its dress code to Provider for compliance by Staff. Facility at its own expense shall provide Staff with identification.
- h. Direct Hiring:
 - i. Refrain from soliciting or hiring Staff for employment on a per diem, temporary or permanent basis for one year following the last assignment date of Staff to Facility under this Agreement, unless otherwise agreed only in writing by Provider.
- i. Termination of Staff:
 - i. Facility, Facility Administrators and Facility direct unit managers shall use their best efforts to assist Staff in the assigned position. If Facility reasonably determines that Staff is not satisfactorily performing his or her duties, said Staff shall not be permitted to continue working at Facility and Facility shall be billed only for hours Staff worked. If the Facility takes such action, it shall immediately (not greater than 90 minutes after action is taken) inform the Provider and furnish a written explanation within Three (3) business days. In such circumstances, the Provider shall use its best efforts to provide replacement Staff upon receipt of the Facility's notification as outlined above.

3. Invoicing / Payment Terms / Acknowledgement

- a. Terms:
 - i. All invoices are due and payable within «Net_Terms» days of invoice date.
 - ii. All Facilities are subject to ongoing review and determination of Credit.
 - iii. **Non-payment by Facility within terms shall be considered an event of default and may subject Facility to loss of Staff by Provider. Provider may provide notice to Facility within Forty-Eight (48) hours if Staff will be removed due to non-payment.**
- b. Invoicing:
 - i. Provider shall invoice Facility weekly for services rendered during the prior Seven (7) day period. Invoices shall be delivered to Facility via «Invoice_Delivery_Email» and receipt shall be acknowledged by Facility within Twenty-four (24) hours upon receipt.

Facility Accounts Payable Contact Information

«AP_Contact_First_Name» «AP_Contact_Last»

«AP_Phone»

«AP_Email»

- c. Collections:
 - i. If payment is not received by the terms outlined in this Agreement, the Provider may add an additional late charge of 2.00% administrative fee to the original invoice each month until paid. **Should Provider retain an attorney for the Collection of any amounts due under this Agreement, Facility shall be responsible for all costs and associated expenses incurred with the collection.**

- d. Disputes:
 - i. Invoices submitted to Facility shall be deemed accurate unless Facility notifies Provider **IN WRITING**, specifying the specific errors, omissions, or objections within Seven (7) business days of receipt of invoice, but in no case longer than fourteen (14) days from invoice date. If a dispute arises about an invoice, the Facility shall keep the invoice current and pay the undisputed amount until the discrepancy is resolved. Parties shall work in good faith and timely to resolve any disputes relating to an Invoice.
- e. Overtime:
 - i. Facility shall be billed for overtime as outlined in the Rate sheet. If no maxim hours related to overtime threshold is included in a given Rate Sheet, then overtime for all hourly rates in said Rate Sheet shall be billed following State law overtime formulas for the State in which the Staff is assigned. Notwithstanding anything to the contrary herein, no Personnel may incur overtime without the express written consent of the administrator of the Facility.
- f. Shift Work Acknowledgement:
 - i. Staff's direct manager at Facility, shall sign Providers time sheet at the end of each shift. This signature will serve as Facility acknowledgement of hours worked.

4 Miscellaneous

a. Term of Agreement: This agreement shall commence on the date of execution by the last signatory hereunder and shall continue in effect for one (1) year and shall automatically renew for a successive year term unless modified or terminated by either Party earlier in accordance with the terms of this Agreement. The parties agree to waive any prior notice to the automatic renewal of this agreement that may not be required by law.

b. Termination of Agreement: Either Party may terminate this agreement (i) without just cause upon thirty (30) days prior written notice to the other Party, (ii) upon a material breach of any term herein by the other Party and such Party's failure to cure the breach within thirty (30) days after receipt of written notice from the other party describing the breach.

c. Notices: All notices, requests, demands, payments, and other communication hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger or courier service, facsimile or email (with confirmed answer back), or mailed (postage prepaid,) return receipt requested, to the appropriate address indicated below or to such other addresses as may be given in a notice sent to all parties hereto:

«Full_Client_Name»

«Address»

«City_State_Zip»

«Administrator_First_Name» «Administrator_Last_Name»

«Administrator_Email»

d. Change of Ownership. Facility must provide Provider notice in any change of Ownership of the Facility within Twenty-four (24) hours after notification of change. Facility shall immediately make payment of any outstanding invoices due from Old owner upon demand of Provider. Provider shall have no obligation to provide Staff to Facility while any amounts due from old Facility are outstanding.

e. Arbitration: All disputes arising from or relating to the Agreement and not settled between the parties will be decided by binding arbitration before a neutral third party, in accordance with the Rules of the American Arbitration Association. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be agreed upon by both sides unless unable to agree, in which case the arbitrator shall be selected in accordance with the normal procedure of the American Arbitration Association.

f. Entire Agreement: The parties to this Agreement understand and agree that this Agreement, including the attached Rate sheets, contains the entire Agreement of the Parties regarding the subject matter of this Agreement. Non prior or contemporaneous agreement, statement promise, or representation (either made orally

or in writing) relating to the subject matter of this agreement shall be valid or binding unless outline in this agreement.

- g. **Amendment:** No amendments to the agreement may be made except in writing and signed by the President of VP of operations and the Facility representative, or their designee.
- h. **Severability:** In the event of any condition or covenant contained in the Agreement is held invalid or void by any court of competent jurisdiction, such condition or covenant shall be deemed severable from the rest of this Agreement and shall in no way affect any other covenant or condition of this Agreement, and such condition, covenant, or other provision shall remain valid to the extent of the scope or breadth permitted by law.
- i. **Governing law:** This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law or provisions
- j. **Venue & Jurisdiction:** Any action relating to this Agreement, shall be exclusively at the discretion of the Provider and shall be within the State of Florida in the County of Palm Beach.
- k. **Attorney Fees:** The prevailing Party in any arbitration or lawsuit arising from any dispute or claim under this Agreement shall be entitled to recover its reasonable attorneys' fees, cost, and expenses.
- l. **Attachment:** Counterparts: Facsimile: Each Attachment, Fee Schedule, Exhibit, or other documents referenced herein and/or attached to this Agreement is incorporated herein as if the same were set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Deliver of an executed signature page of the Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.
- m. **Damages:** In no event shall either Party be liable for any incidental, consequential, exemplary, special, or punitive damages or expenses or lost profits (regardless of how characterized and even in such Party has been advised of the possibility of such damages) under or in connection with the Agreement irrespective of the form of action (whether in contract, tort, negligence, strict liability, statutory liability or otherwise.)

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT:

«Full_Client_Name»

«Administrator_First_Name» «Administrator_Last_Name»

Administrator

«Date»

YOUR COMPANY NAME

YOUR NAME

YOUR TITLE

«date»

Rate Sheet in effect for «Full_Client_Name»:

Specialty	Hourly Billable Rate Contract Staff	Hourly Billable Rate Replacement Staff	Credentialed Personnel
RN	«RN_Contract_Billable_Rate»	«RN_Replacement_Billable_Rate»	
LPN	«LPN_Contract_Billable_Rate»	«LPN_Replacement_Billable_Rate»	
CNA	«CNA_Contract_Billable_Rate»	«CNA_Replacement_Billable_Rate»	
Director			
Other	«Other_Billable_Rate_1»		

Other Services:

Lunch:

A 30-minute lunch break will automatically be deducted following 5.5 hours of each shift.

Solicitation of Staff/Conversion of Employee:

Facility agrees to notify the Provider of its intent to hire any person who previously was referred to Facility by Provider during the preceding twelve (12) month period. The Facility agrees and warrants to pay a buyout of the employee’s Agreement at 20% of employee’s annual salary.

Cancellation Policy:

The Facility is responsible for giving a 4-hour notice of cancellation to end an assignment early or before the start. If cancellation occurs less than 4 hours before the confirmed star time, the Facility will be billed for 2 hours less than the confirmed time.

Holidays:

The Provider observes the following holidays and will bill time and **one-half (1.50)** the Hourly Billable Rate. New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, Day after Christmas.

Overtime:

Billable Rate time and **one-half (1.50)** will apply to all worked time over 40 hours per week, per employee, and to all-time worked on designated holidays, or pursuant to State Labor Laws. Notwithstanding anything to the contrary herein, no Personnel may incur overtime without the express written consent (email or text messages shall also be considered written consent) of the Administrator, Director of Nursing or Shift Manager of the Facility.

Exceptions:

Should any assignment require an adjustment to the above, an Amendment will be provided to the Facility confirming the adjusted Rate Sheet. Facility must execute an Amendment to the Rate Sheet before the start of an assignment by Provider.

FACILITY AGREEMENT AND APPROVAL

«Full_Client_Name»

 «Administrator_First_Name» «Administrator_Last_Name»
 «Administrator_Phone»

FACILITY DISCOVERY QUESTIONNAIR

1. What method/provider does the facility use to track Supplemental Staffing time?
2. Please list or attach Facility insurance requirements:
 - a. General Coverage
 - b. Minimum Liability
3. Who owns the Facility. Please list Parent or Holding Company:
4. Percentage of Supplemental Staff utilized monthly?
5. What Facility personnel have the Authorization of the Administrator to approve Supplemental Staffing needs/requests?
6. Number of Facilities in your group.

Request for Staff

coveragerequest@p.com

www.

User Name: «Facility_User_Name»

Password: «Facility_Password»

24 Hour Emergency Staffing Line: XXX-XXX-XXXX

On Staff Questions

www.om/clientlogon

User Name: «Facility_User_Name»

Password: «Facility_Password»

24 Hour Emergency Staffing Line: XXX-XXX-XXXX