



SAMPLE SUPPLEMENTAL STAFFING AGREEMENT

This Supplemental Staffing Agreement (hereinafter "Agreement") was entered into on [DATE], by and between MedOne Pro LLC, dba Curavetti Medical Staffing, located at 153 E. Linn Street, Bellefonte, PA. 16823 (hereinafter "Agency") and [CLIENT NAME], located at [CLIENT ADDRESS] (hereinafter "Client").

WHEREAS, the Agency is in the business of recruiting qualified personnel to service Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, Physical Therapists, Speech Therapists, Occupational Therapists, Imaging personnel, Unit Secretaries, Sitters, Laboratory Professionals, Clinical, and Non-Clinical professionals (hereinafter called "personnel") to provide quality patient care to Client.

The Client may need qualified temporary staff for its facilities and/or patient care purposes.

THEREFORE, in consideration of the mutual promises and covenants in this agreement, Agency and Client do hereby agree as follows:

1. TERM

The term of this agreement will commence on [DATE], and will automatically renew each year with a 2% increase in fees for inflation and increased costs of supplying each staff member. Either party may terminate this agreement at any time, without cause, by giving the other party thirty (30) days prior written notice. The Client agrees that temporary Agency Staff may be hired on a permanent basis by Client only upon completion of the term of that staff members contract at no cost to Client. Upon hire by Client, the Agency Staff will no longer be considered an employee of the Agency.

2. STATUS OF AGENCY

All individuals assigned to Client pursuant to this agreement shall, for all purposes, be considered employees of the Agency only. The Agency shall assume sole and exclusive responsibility for paying wages to personnel for services they perform for the Client. The Agency shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed and the withholding of Federal, State, and local income taxes, school district income taxes, paying Federal Social Security and Medicare income taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by State Labor Code. The Agency shall provide proof of General Liability Insurance and Professional Liability Insurance for the Agency, its agents, and employees, with a liability limit of \$1,000,000 per occurrence and \$3,000,000 aggregate. Inadequate insurance or inadequate proof of insurance is cause for termination. As per IRS classification guidelines, healthcare professionals offering direct patient care in a facility setting do not meet the criteria of 1099 or "Independent Contractors." As such, The Agency shall treat and perform all appropriate duties for staff assigned to the Facility as "W2 Employees" of the Agency and not as "Independent Contractors." The Agency warrants that it follows all State and Federal laws applicable to the employment of the individuals who are referred to the Client. To ensure compliance with the requirements of this section, Agency hereby certifies that the individuals that it supplies to Client as temporary personnel to assist Client operations are treated by Agency as its employees



for purposes of all taxes, tax withholding obligations or other required contributions that arise out of an employment relationship including, but not limited to the obligation to withhold federal and state income taxes, to pay and withhold taxes required under the Federal Insurance Contributions Act, to pay taxes required under state and local, municipal, or school district. The Agency hereby certifies that it is a member of a Worker's Compensation Program and will maintain its participation in that program.

All bedside caregivers/registered nurses/professionals will carry Worker's Compensation Coverage under the Agency program.

3. DOCUMENTATION

The Agency shall provide the Client with documentation in a form satisfactory to Client which establishes that the Agency has, in effect, the required current Workers Compensation and Professional and General Liability insurance. The Agency shall give Client at least ten (10) days written notice before cancellation of or changes in coverage for any of the above policies.

4. QUALIFICATIONS OF PERSONNEL

The Agency agrees that each employee referred to the Client shall be screened and qualified for the position to which the employee is referred. The Client requires job-related background information on employees in patient care positions. This screening/investigation will be thorough and include, but is not limited to, names and dates of criminal history, records from counties, federal and other agencies; social security number trace; residential history; OIG: GSA EPLS exclusions: Medicare and Medicaid excluded lists; nationwide sex offender registry; and drug screening. Background checks will include a review of an individual's criminal record and verifying any license, certificate, or degree required for job performance. These records will determine eligibility for clinical experiences and practice at said Facility. The Agency is responsible for guaranteeing that personnel assigned to the Client's facility meet and adhere to the requirements specified. The Agency's operational and credentialing processes shall fully comply with all federal and state occupational safety and health regulations. The Agency also addresses clinical performance issues to protect patient interests, ensure the quality of care delivered by the Agency's healthcare professionals, and protect Clients from possible claims.

5. CLIENT RULES & REGULATIONS

While providing patient care service for Client, Agency personnel shall comply with all provisions of licensing law under which they are licensed, with regulations promulgated thereunder and with policies and procedures adopted by the Client's administration to protect the health and welfare of patients. The Client shall be responsible for providing personnel Client's enterprise orientation information related to its rules, regulations, policies, and procedures as necessary to the Agency for its employees. The primary methodology will be online web-based education. The Client/Agency as appropriate shall provide access to the online process upon contract acceptance.



6. CONTINUITY OF CARE AND SERVICE

The Agency shall use its best efforts to assign the same staff to the Client to provide maximum patient staffing continuity. The Client will assign duties and clinical care assignments supporting the healthcare professionals' clinical expertise with environmental orientation to the new unit (Floating- Refer to clause #20). The Agency shall have staffing coordinators available twenty-four (24) hours per day, seven (7) days per week, to perform its duties. The Agency shall provide personnel with orientation information (as outlined in clause #5 above), disciplinary action of staff when necessary, and oversee Agency compliance with screening of applicants. The Agency shall provide proof of annual competencies and evaluations for each employee referred. Annual competencies will include but are not limited to, personnel qualifications of skill and age-related competencies, universal precautions, bloodborne pathogens, infection control, pain, restraints, HIPAA, patients' bill of rights, etc. Agency shall conduct annual performance evaluations of Agency personnel by a Nursing Director, Supervisor, or RN manager.

7. CLIENT REQUESTS FOR SERVICES

Place needs via online database, or email needs list to shannon@curavetti.com or fax to (814) 353-4042. After hours may call (814) 548-6180. As needed (PRN) the Client shall request staff at any time.

8. CANCELLATION TERMS

For registry (per diem)/local agencies, if Client cancels a request for temporary staff within 2 hours of the scheduled shift, Client will pay for 2 hours at the appropriate shift base hourly rate. Premium rates only apply when temporary staff HAS arrived on the facility's premises. If Agency staff calls off within 2 hours, Agency will credit Client 2 hours.

For traveling/contracted nurse Agencies, the Client has the right to cancel a request for supplemental staff 14 days before the scheduled start date without penalty.

9. PAYMENT TERMS

All requests to the Client/Facility for payment will be invoiced weekly; payment is expected within 15 days. Each invoice will reflect the services for which the billing is made, including (1) Name of Employee, (2) Date of assignment Worked, (3) Classification of the employee, (4) Department worked, (5) total Hours worked, (6) billing amounts (7) On-call hours (8) Call Back hours worked. Payment shall be mailed to 153 E. Linn Street Bellefonte, PA. 16823, via check, money order, cashier's check, credit card, or wired directly to Curavetti. Invoices paid after 30 days will be charged a 3% late fee. The Agency shall provide the name, phone number, and e-mail address of the local office contact person and the accounts receivable contact person who manages accounts. The Agency/Client is responsible for immediately reporting any contact person or accounts receivable contact person changes to the Nursing Administration Manager. Work weeks



begin Sunday and end Saturday; timesheets must be obtained by Monday at 9 am EST. Billing will be emailed to the responsible party. The overtime rate is calculated as 1.5 times the rate for hours worked over 40 hours in one week, and agreed holidays paid 1.5 times the appropriate rate.

The following are Federal holidays: IS NEGOTIABLE

New Years Eve - 3p to 7a
New Years Day - 7a to 11p
MLK Eve - 11p to 7a
MLK Day - 7a to 11p
Presidents Day Eve - 11p to 7a
Presidents Day - 7a to 11p
Good Friday Eve - 11p to 7a
Good Friday Day - 7a to 11p
Memorial Day Eve - 11 p to 7a
Memorial Day - 7a to 11p
Juneteenth Eve - 11p to 7a
Juneteenth Day - 7a to 11p
4th of July Eve - 11p to 7a
4th of July Day - 7a to 11p
Labor Day Eve - 11p to 7a
Labor Day - 7a to 11p
Columbus Day Eve - 11p to 7a
Columbus Day - 7a to 11p
Veterans Day Eve - 11p to 7a
Veterans Day - 7a to 11p
Thanksgiving Day Eve - 11p to 7a
Thanksgiving Day - 7a to 11p
Christmas Eve - 3p - 7a
Christmas Day - 7a to 11p

On-call bill rate \$ 9.00 per hour. On-call, call back rate is 1.5 times after 40 hours.

10. COMPENSATION

The Agency shall bill the Client for services by the weekly Billing Report based on the rate schedule appended in "Exhibit B." The schedule of rates may only be amended by mutual agreement of both parties and upon thirty (30) days' written notice. Before leaving the facility, any billing for a 'lunch penalty' and/or overtime must be approved in writing by the facility staff signature on the time sheet.

11. FEDERAL HEALTH CARE PROGRAM EXCLUSIONS

The Agency represents and warrants that it has not been listed as debarred, excluded or otherwise ineligible for participation in any federal health care program. The Agency agrees to notify the Client immediately in writing if it receives a notice of intent to exclude or actual notice of exclusion from any federal health care program. Upon receipt of such



notification or if the Agency breaches any of the representations or agreements in this paragraph, the Client shall have the right to terminate this Agreement immediately for cause.

12. COMMUNICATION PROTOCOL

The Curavetti Administration Department will administer this contract. Any changes or amendments to this contract must be coordinated with a buyer from this department. Authorized changes or modification(s) to any part of this agreement must be in writing and signed by authorized personnel from Agency and Client and will become an addendum to this contract.

13. INDIVIDUAL EXTENSION

Based on periodic audits, Client reserves the right to decline the extension of any individual, which in the opinion of Client is not performing. The coordinator will email an evaluation of unfavorable comments and/or concerns regarding personnel performance to the registry Staffing/Shift Supervisor. The rationale for requesting a nurse not to return will be discussed with the registry and/or nurse at their request. Suppose a healthcare professional placed by the Agency accepts permanent employment with the Client. In that case, the Client shall have no further financial obligation to the Agency, provided the healthcare professional completes the current assignment before beginning permanent employment.

14. ADA COMPLIANCE

The Agency must comply with the Americans with Disabilities Act of 1990 (ADA). All qualified individuals with a disability who can perform the "essential functions" of a job, with or without reasonable accommodation by the employer, are protected by ADA employment provisions.

15. SITE VISITS

Client/Agency reserves the right to make periodic site visits of Agency/Client. All site visits and evaluations will be scheduled and performed in such a manner as will not unduly interfere with or delay ongoing work. These evaluations may involve inspection of employee personnel records, monthly state comp reports, and General Liability Insurance.

16. PROTECTED HEALTH INFORMATION

To the extent that the Agency and/or supplemental staff comes into contact with identifiable patient health information, the Agency and/or supplemental staff agrees it will maintain such information to meet all mandatory federal, state, and local regulations, including JCAHO and HIPAA regulations, existing and future. The Client will verify the identity and credentials of each Healthcare Professional by a visual check of the Healthcare Professional's photo identification and professional license or certification.

17. RESPONSIBILITY OF CONSULTANT

This agreement specifies that the Client retains professional and administrative responsibility for the services rendered. When acting as a consultant, the Agency shall



apprise the administrator of recommendations, implementation plans, and continuing assessment through dated and signed reports, which shall be retained by the administrator for follow-up action and performance evaluation.

18. PARTIAL INVALIDITY

In the event any provision of this agreement is found to be legally invalid or unenforceable, those provisions shall be revised to the degree allowed by law or shall be severed, and the remaining provisions of this agreement shall remain in full force and effect.

19. INDEMNIFICATION

- a. To the extent permitted by law, the Agency will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Agency breach of this agreement, its failure to discharge its duties and responsibilities set forth or negligence, gross negligence, or willful misconduct of Agency or Agency firms officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- b. To the extent permitted by law, Agency will defend, indemnify, and hold Agency and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from ALL claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this agreement, its failure to discharge its duties and responsibilities set forth, or negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- c. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or such damages).

20. FLOATING

Floating is described by staff working in a unit not contracted. This staff person may or may not be moved to different departments multiple times within one shift. Before an employee is floated, per Joint Commission rules, the Client must call Curavetti. The Client will ask employees if they have worked in this area. The employee may be credentialed to the area only if the employee holds appropriate credentials. The department must be within employees' scope of practice.



21. PAYMENT RATES

Specialty	Travel Bill Rate (per hour)
Registered Nurse	\$110.00
Specialty Registered Nurse	\$115.00
Licensed Practical Nurse	\$80.00
Certified Nursing Assistant	\$60.00
Respiratory Therapist	\$100.00
Locums	\$TBD
Other positions and local rates are available upon request.	

Travel Rates Include and Removes Cost from Client:

Includes all costs associated with personnel on-boarding, compliance tracking, background checks, and health/drug screenings. All personnel are offered benefits including, but not limited to: state and federal tax withholding, workers' compensation coverage, general liability insurance, paid time off, 401k, travel stipends / reimbursements, and optional insurance coverages including; medical, dental, and vision.

Curavetti provides Client access to our digital platform for quick retrieval of personnel credentials and compliance documentation as needed.

If Client chooses Curavetti as MSP/VMS at no cost. Agency provides Client access to our VMS/MSP services for immediate staffing need requests and placement of PRN needs. Our MSP/VMS offers quick turn-around due to Agency subcontractors and employees.

Early payment discount of 2% for payments received in 15 days or less, and bulk utilization discounts are available.



Considering the promises contained herein, the parties hereby execute this agreement.

CLIENT NAME: _____

AGENCY NAME: **MedOne Pro dba Curavetti**

Client Signature: _____ Title: _____ Date: _____

Agency Signature: _____ Title: _____ Date: _____

Client Contact List:

Decision Maker:

Name: _____ Title: _____

Email: _____

Invoicing/Billing:

Name: _____ Title: _____

Email: _____

General Contact Person:

Name: _____ Title: _____

Email: _____



Curavetti Contact List:

President – Shannon Schleiden MSN/MHA/RN, Email: shannon@curavetti.com

Vice President and Invoicing - Dan Schleiden, Email: dan@curavetti.com

Vice President of Business Development - Dean Ruth, Email: dean@curavetti.com

Invoicing/Office Manager/Director of Recruiting - Chris Rippin, Email: chris@curavetti.com

Recruiter - Ashlynn Marshall, Email: ashlynn@curavetti.com

Compliance Officer – Jacob Weymer, Email: jacob@curavetti.com



JOINT COMMISSION COMPLIANCE

MedOne Pro LLC dba Curavetti is committed to providing an exceptional level of service. Delivering safe, qualified, and verified patient care. In keeping with this standard, we are certified by the Joint Commission and agree with the Joint Commission's Health Care Staffing Standards.

Curavetti requires all Clients to be aware of the following:

Subcontractors: Curavetti will not hire subcontractors to provide employees unless agreed to in advance by the Client. Subcontractors must meet our exact standards.

Floating: Curavetti employees may not be floated to other units that do not match the job description provided for the position they are hired for until Curavetti reviews and evaluates the employee's qualifications to ensure there is staff matching and patient safety.

Competency Review: Curavetti employees are vetted to the highest degree and must pass standard competency exams. We ask all Clients to complete employee assessments at 30 days and the end of the contract to keep these standards.

Orientation: Curavetti orients all its employees to our Policies and Procedures and requires a signature on the company handbook. We give a preliminary orientation to the facility but ask each Client to orient new staff according to their policies and procedures.

Employees of Independent Contractors: Curavetti is the sole employer of all our employees.

Incident/Error Tracking Systems: Within 24 hours of notice, Curavetti documents and tracks all incidents, errors, and *SENTINAL events* (as defined by the Joint Commission). We notify all Clients, the Joint Commission, and our insurance carrier with a detailed report.

Communicating Occupational Safety Hazards/Events: Curavetti and its Clients agree to notify the proper personnel of any employee competency issues resulting in a report that must be filed or observed signs of concern within 24 hours. Please contact Shannon Schleiden at (814) 548-6135.

Requirements for Staff: Curavetti will comply with or exceed the Client's requirements for competencies and credentials for each position filled.

Staff Matching: Curavetti will ensure all staff are 100% vetted to meet all the requirements associated with the position being filled. A list of vetting requirements will be made available upon request.

Conflicts of Interest (COI) – Curavetti has a strict COI policy. Any financial interest that could directly affect an employee or a family member, both positively or negatively, is strictly forbidden.

Any employee or Client with concerns about the quality and safety of patient care provided by Curavetti's employees/staff can report these concerns to The Joint Commission without retaliatory action from the staffing firm.

The Joint Commission Office of Quality and Patient Safety

<https://www.jointcommission.org/resources/patient-safety-topics/report-a-patient-safety-concern-or-complaint/>