



SUPPLEMENTAL STAFFING AGREEMENT

This Agreement is made and entered into by and between **Client Name** designated as “Client”, and **Quality Collaborations, LLC** designated as “Quality Collaborations, LLC”. The term of this Agreement shall be for a period of one year from the date hereof and shall be renewed for additional periods of one year unless either party elects in writing not to renew.

The Client desires to enter into an Agreement in which Quality Collaborations, LLC will provide qualified Nurses, Certified Nursing Assistants, Allied Health Professionals and/or Information Technology (“Personnel”) for supplemental assignments to the Client.

Therefore, Client and Quality Collaborations, LLC do hereby agree as follows:

Obligations of Quality Collaborations, LLC

1. Provide its best efforts to recruit screen and send qualified personnel for temporary supplemental assignments upon request by the Client. The term of each assignment will be agreed upon by both parties.
2. Provide professional liability insurance, general liability insurance, worker’s compensation insurance, and unemployment insurance for the Personnel in amounts acceptable to Client (see attached Certificate of Insurance).
3. Invoices will be clear, concise and easy to understand. Client will be invoiced weekly for Health Personnel hours worked (rounded to the quarter hour).
4. Quality Collaborations, LLC agrees to indemnify, defend and hold harmless the Client from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by Quality Collaborations, LLC, its agents, employees or servants during the contract period.

Obligations of Client:

1. If Client accepts qualified Personnel, Client will notify Quality Collaborations, LLC of the starting time, date, unit, shift, and orientation schedule (if any) for each Quality Collaborations, LLC professional.

Client acknowledges that Quality Collaborations, LLC will make its best efforts to present the most qualified and experienced Personnel and that the Client has final responsibility for satisfying itself of the acceptability of the skills, capabilities and experience of the Personnel and the extent to which the Personnel meets the needs and standards of the Client. If Client accepts qualified Personnel, Client will provide orientations and on-going performance appraisals according to facility policies, procedures, and/or protocols.

2. Agree to pay the invoice for services, as reported on the Quality Collaborations, LLC time sheet. Time sheets are to be initialed by Client and Client should retain a copy. Payment of invoices is due within thirty (15) days. Invoices remaining due and unpaid beyond thirty (30) days shall bear interest at the rate of 1 1/2% per month (annual percentage rate of 18%). Client agrees to pay reasonable attorney fees in the event that any unpaid invoices must be referred for collections (see attached Rate Schedule).
3. Cancellation Policy
All shifts must be cancelled two (8) hours prior to the beginning of the shift or a four (4) hour late cancellation fee will be charged.
4. Late Request Policy
A full eight (8) hours will be billed for a late request by Client for a shift worked.
5. Notify Quality Collaborations, LLC of unsatisfactory employee performance immediately. Should the employee be terminated when performance does not meet the standards established for all professionals in the Client's employ, Client will forward to Quality Collaborations, LLC documentation of the termination and Quality Collaborations, LLC will make the replacement of the Personnel its highest priority.
6. Communicate and send in writing all information received by the Client regarding any work-related injury to Personnel within twenty-four hours of the injury. Should the injury occur on the weekend, the injury report will be sent to Quality Collaborations, LLC on the first business day.
7. Communicate within twenty-four hours to Quality Collaborations, LLC, the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.
8. Client agrees to indemnify, defend and hold harmless Quality Collaborations, LLC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the Client, its agents, independent contractors, employees or servants pursuant to this contract.
9. Client or any related entities will not employ Quality Collaborations, LLC employee(s) for a period of ninety (90) days following his/her completion of any work for the Client. Client will notify Quality Collaborations, LLC of intent to hire and comply with the waiting period. Failure to comply with the above conditions will result in a minimum liquidation of 10% of the referred employee's annual salary.

Obligations of Both Quality Collaborations, LLC and Client:

It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and **State** anti-discrimination laws.

Joint Commission Policy Statement

Quality Collaborations, LLC is committed to providing a higher standard of service and to the delivery of safe, quality patient care. Quality Collaborations, LLC complies with the Joint Commission's Standards for Healthcare Staffing Services. As our customer, you can have confidence that the processes within Quality Collaborations, LLC support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, Quality Collaborations, LLC provides the customer a written description of the following service features.

1. Subcontractors

Quality Collaborations, LLC will not engage subcontractors to provide Assigned Employees unless agreed to in advance by the customer.

2. Floating

Assigned Employees may only be placed in assignments that match the job description for which Quality Collaborations, LLC assigns them; if an Assigned Employee is asked to float to another department with the customer, the department must be a like department or unit and the float employee must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Assigned Employees should only be floated to areas of comparable clinical diagnoses and acuities.

3. Competency Review

It is the responsibility of Quality Collaborations, LLC to conduct and finalize the pre-employment assessment of the Assigned Employee's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the customer upon completion of Quality Collaborations, LLC orientation.

It shall be the responsibility of the customer to cooperate in a review or evaluation of each Assigned Employee, relative to the employee's ability to perform specific job functions upon completion of employee's assignment or shift. Quality Collaborations, LLC relies on the customer's feedback in order to accurately assess and re-assess the competence of the Assigned Employee on an ongoing basis based on the customer's report of clinical performance.

4. Orientation of Employees

Quality Collaborations, LLC will provide all new employees with an orientation to the company's policies and procedures. It shall be the responsibility of customer to orient assigned employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of Assigned Employee to properly use equipment.

5. Employees and Independent Contractors

As the provider of staffing services, Quality Collaborations, LLC will be the employer of Assigned Employees and shall not by reason of their temporary assignment with the customer through Quality Collaborations, LLC become employees of the customer. At its sole discretion Quality Collaborations, LLC reserves the right to utilize Independent Contractors in addition to its employees, to assist in the provision of all agreed upon Healthcare Supplemental Staffing services.

6. Incident, Error, Tracking System

Upon notification of Incidents and or Errors, Quality Collaborations, LLC shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered tracked and analyzed is shared and reported appropriately to customers, regulatory bodies and the Joint Commission as required.

7. Communicating Occupational Safety Hazards/Events

It shall be the responsibility of the customer to notify Quality Collaborations, LLC within 24 hours of the event; any competency issues, incidents, and/or complaints related to the Assigned Employee and/or Quality Collaborations, LLC Customer agrees to initiate communication with Quality Collaborations, LLC whenever an incident/injury report related to the Assigned Employee is completed

8. Requirements for Staff Specified

The requirements of staff sent to the customer by Quality Collaborations, LLC are to be determined by the customer as part of the written agreement between the two parties. It is Quality Collaborations, LLC obligation to comply with the requirements of the customer by supplying staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the customer in order to deliver safe care to the population being served.

9. Staff Matching Requirements

Quality Collaborations, LLC shall verify the Assigned Employee’s licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the Assigned Employee’s licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of new grad practitioners for Allied personnel and **non-licensed** nursing personnel such as sitters, caregivers and nursing assistants, it may also include licensed nursing personnel upon the request or approval of the customer.

10. Conflicts of Interest

Quality Collaborations, LLC to the best of its ability identifies conflicts of interest. Quality Collaborations, LLC discloses all conflicts of interest to its clients. Quality Collaborations, LLC annually reviews its relationships and its healthcare providers’ relationships with vendors, clients, competitors and regulatory entities to determine conflicts of interest.

When conflicts of interest arise Quality Collaborations, LLC discloses this conflict of interest when appropriate to whichever client may be involved or affected. Quality Collaborations, LLC enforces that internal employees of Quality Collaborations, LLC are not permitted to maintain additional employment, accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with Acuity Care Services, LLC, unless approved by the client involved or potentially involved.

Additional Provisions:

The Rate Schedule attached to this agreement as Exhibit A is incorporated by reference as if fully set forth herein.

Either party upon a thirty (30) day written notice may terminate with or without cause this Agreement.

ACKNOWLEDGED AND AGREED TO:

BY: _____

TITLE: _____

DATE SIGNED: _____

ACKNOWLEDGED AND AGREED TO:

Quality Collaborations, LLC
5900 Balcones Dr Ste 4019,
Austin, TX 78731
Phone: (888) 499-8499
Fax: None
Email: daniel@qualitynurses.com

BY: _____

TITLE: _____

DATE SIGNED: _____

EXHIBIT A

RATE SCHEDULE

Effective **Date**, the following hourly bill rates for supplemental staffing services are effective for **Client Name** served by our **City, State** branch.

	WEEKDAY			WEEKEND		
	Shift #1	Shift #2	Shift #3	Shift #1	Shift #2	Shift #3
DISCIPLINES	7am-3pm	3pm-11pm	11pm-7am	7am-3pm	3pm-11pm	11pm-7am
CNA						
LPN						
RN						

Specialty Areas: Any critical care area, ER, Step-Down, Tele, Labor & Delivery, OR, RR Dialysis, Industry & Flight Nursing.

Per Diem Obligations

Please note that all charge positions will be billed at \$4.00 per hour above the regular rate. Weekend shifts begin with the 3pm-11pm shift on Friday and continue through the 7P/11pm-7am shift on Sunday.

ORIENTATION

For each Quality Collaborations, LLC employee assigned, there will be a two (2) hour orientation at Quality Collaborations, LLC' expense.

OVERTIME

Our workweek begins with the 7am-3pm shift on Monday and ends with the 11pm-7am shift on Sunday. Overtime will be billed at time and one-half the regular rate for all hours over eight (8) per day or forty (40) per week (as mandated by applicable state laws).

HOLIDAYS

The following holidays will be billed at time and one-half the regular rate:

Martin Luther King, Jr. Day	ALL SHIFTS	Thanksgiving	ALL SHIFTS
Easter Sunday	ALL SHIFTS	Christmas Eve	ALL SHIFTS
Memorial Day	ALL SHIFTS	Christmas Day	ALL SHIFTS
July 4th	ALL SHIFTS	New Year's Eve	3-11, 11-7
Labor Day	ALL SHIFTS	New Year's Day	ALL SHIFTS
President's Day	ALL SHIFTS		

CANCELLATIONS

We request a two (4) hour notification of cancellation prior to the start of the shift, otherwise a four (4) hour charges will be incurred. Once our supplemental personnel have started to work, the minimum billing rate is four (4) hours.

LATE REQUEST

A full eight (8) hours will be billed for a late request by Client for a shift worked.

PAYMENT TERMS

Payment of invoices is due within thirty (15) days. Invoices remaining due and unpaid beyond thirty (30) days shall bear interest at the rate of 1½ % per month (annual percentage rate of 18%).

Quality Collaborations, LLC appreciates the opportunity to provide your organization with quality healthcare personnel.