



STAFFING AGREEMENT

This Staffing Agreement (this "Agreement") is entered into on **September 7, 2022** (the "Effective Date") by Cross Country Staffing, Inc. dba Cross Country Healthcare Services, a Delaware corporation (on behalf of itself and its affiliates, including without limitation Cross Country Allied, Cross Country Workforce Solutions Group and Medical Staffing Network) (collectively, "Agency"), and **Warwick School District** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

1. STAFFING AND INTERVIEW SERVICES. Agency will refer to Client qualified and skilled personnel ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B. Agency will supply both contract Personnel (includes travel, block booked, and other multi-shift contracts) and daily Personnel (shift to shift placement). For purposes of clarity "Personnel" as defined under this Agreement shall only apply to Agency employees and shall not apply to any independent contractors. To facilitate Client's needs, Agency shall interview candidates and make offers to Personnel in accordance with the criteria as outlined herein. Agency will use commercially reasonable efforts to provide Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment.

2. INDEPENDENT RELATIONSHIP. Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.

3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE. Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency and its affiliates are equal employment opportunity employer and shall recruit, refer and assign Personnel without regard to race, color, national origin, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, veteran or military status, or any other classification protected by applicable federal, state or local law, regulations or ordinances. Client will comply with all federal, state, and local labor and employment laws, regulations and ordinances applicable to Personnel, including but not limited to Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the National Labor Relations Act; and the Occupational Health and Safety Act. ("Applicable Laws"). If any complaints, formal or otherwise, are made to Client by or about any Personnel, Client shall promptly notify Agency, investigate the matter and cooperate with Agency in said investigation, and take prompt corrective action if warranted. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL. Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client before any other agency does, and if Client agrees to utilize such Personnel, Client agrees to staff and/or hire Personnel only through Agency.

5. TIME AND ATTENDANCE. A Client representative and the assigned Personnel shall each provide the hours worked by Personnel by utilizing electronic timekeeping software or method. Client shall provide Agency with the electronic timesheets, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency and formally approved by Client on, no later than, a bi-weekly basis. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. In the event Client does not utilize such electronic timekeeping methods, a Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours

so listed, the shift and unit worked by Personnel and other additional charges listed thereon. Client agrees not to instruct or permit Personnel to work off the clock.

6. BILLING AND PAYMENT. Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within fifteen (15) days after invoice date. Agency will accept payment in the following forms: credit card and electronic funds transfer (ACH-Wire). Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. A finance charge equal to the lesser of 18% or the highest maximum lawful rate per annum, will be added to all outstanding amounts unpaid for thirty (30) days or more. Client will submit, in writing, any and all objections to the invoices to Agency within five (5) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

7. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to Agency. In the event that Client utilizes a third party billing system that does not provide an option to bill for tax, Client will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Agency shall separately invoice those amounts and Client shall be responsible to pay such amounts according to the terms noted in the billing and payment section of this Agreement.

8. NON-SOLICITATION. Unless otherwise prohibited by applicable law, Client agrees not to, directly or indirectly, solicit any of Agency's employees, including Personnel performing services hereunder, to become employed by Client or to attempt to otherwise modify the employment relationship between Agency's employees, including Personnel, and Agency and/or its affiliates in any manner, except as provided in the attached Exhibit A of this Agreement.

9. CLIENT RESPONSIBILITIES. Client shall provide Personnel with a safe work site that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, and provide appropriate information, training, and safety equipment, including personal protective equipment, with respect to any hazardous substances or conditions to which they may be exposed at the work site. Client agrees to allow Agency representatives physical access to all areas of Client's premises where Personnel are working, and access to relevant Form 300 OSHA Reports, to conduct safety inspections and accident investigations. Client agrees not to change any Personnel's job duties or assignment without express written authority from Agency. If there is unapproved work duties or if there are changes in assignments or duties by Client without Staffing Firm's approval, Client agrees to be responsible for all workers' compensation costs and expenses arising from any claim by said Associate that occurs as the result of unapproved duties or changes in duties or job assignment as detailed in this paragraph. - Client will reimburse Agency for any OSHA fines incurred/citations received for violations Client was aware of but did not take corrective action.

10. TERM/TERMINATION OF AGREEMENT. The term of this Agreement is one year and will renew automatically for successive one (1) year periods; provided, however, that either Party may terminate this Agreement by giving the other Party not less than thirty (30) days written notice; provided, further, that this Agreement will continue to be in full force and effect after such termination for any Personnel then on assignment with Client or scheduled to commence an assignment with Client.

11. CONFIDENTIALITY. The Parties agree that this relationship may meet the requirements established in 45 C.F.R. 164.500 for a business associate agreement (HIPAA). Agency agrees to execute and deliver a business associate agreement to Client upon Client's request. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any personal information of any Personnel or other Agency employee, rate or other remuneration information disclosed by Agency to Client or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all such information is considered confidential and proprietary by Agency. The terms of this section shall survive the termination of this Agreement for any reason.

12. INSURANCE. Agency shall ensure each Personnel providing clinical services under this Agreement shall have professional liability coverage of \$1,000,000 (each wrongful act) and \$3,000,000 (aggregate). Agency shall maintain worker's compensation insurance at levels established by applicable state law. Agency shall also maintain general liability insurance during the term of this Agreement with limits of \$1,000,000 (per occurrence) and \$3,000,000 (aggregate)..

13. LIABILITY AND INDEMNIFICATION. Agency agrees to indemnify Client from claims and liabilities (including reasonable attorneys' fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services pursuant to this Agreement or for any claim of alleged breach of contract. Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees or for any claim of alleged breach of contract.

Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees. Further to the above, Agency shall not have an obligation to indemnify Client in the event such claim is caused by Client's failure to comply with federal, state or local laws applicable to Client or its employees while Personnel are on assignment with Client.

14. RISK MANAGEMENT. Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 or (888) 235-3321 within fifteen (15) days of any incident regarding any patient care concern, incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Client may contact a regulatory agency such as The Joint Commission or DNV GL regarding any patient safety concerns. The Joint Commission Office of Quality Monitoring can be contacted directly at (800) 994-6610 or by email complaint@jointcommission.org. DNV GL may be contacted directly at (866) 496-9647 or by visiting www.dnvglhealthcare.com. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency.

Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel.

In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem.

Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

15. NOTICES; BILLING ADDRESS. Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

If to Agency:		If to Client:	
Cross Country Staffing, Inc. dba Cross Country Healthcare Services 6551 Park of Commerce Blvd. Boca Raton, FL 33487		Warwick School District 301 W. Orange St. Lititz, PA 17543	
ATTENTION:	Contract Administration	ATTENTION:	Melanie Calender
PHONE	800.873.9182	PHONE	7176263700
		FAX	

16. CONFLICT OF INTEREST. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

17. ACCESS TO RECORDS. In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

18. GOVERNING LAW. This Agreement shall be interpreted pursuant and subject to the laws of the State of Florida. The Parties agree that any action between the Parties must be brought in a court of competent jurisdiction in the State of Florida, Palm Beach County, where the Parties consent to jurisdiction.

19. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein. This Agreement shall remain accessible to all Parties involved in its implementation. Exhibit A shall be updated yearly with no more than a four percent (4%) cost of living adjustment, and will be sent by Agency to Client contact. Such updated Exhibit A will be effective immediately and will not require a formal amendment. Other than as provided for herein, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 5-6, 8 – 12, 14 and 17-21 shall survive the termination of this Agreement for any reason.**

20. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY. Each exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such exhibit was 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 will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. CONSEQUENTIAL; SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS OR LOST BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS, (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

22. APPROVED VENDOR SUBCONTRACTORS. Agency may utilize subcontractors ("Approved Vendors") on an as needed basis by utilizing Approved Vendor's healthcare professionals ("Approved Vendor Personnel"). Prior to any Approved Vendor providing Services hereunder, Agency shall contractually require that every Approved Vendor performing duties pursuant to this Agreement meet all requirements and all applicable qualifications outlined herein, including all obligations, insurance, indemnification, representations, and warranties that apply to Agency and Agency employees under this Agreement. It is

understood between the parties that Agency shall not insure or indemnify the Approved Vendor or Approved Vendor Personnel but that Client shall proceed directly against the Approved Vendor as Client shall be named a third party beneficiary for such purposes in the subcontracting agreement between Agency and Approved Vendor. Assignments filled through the use of Approved Vendors will be coordinated and arranged by Agency. Each Approved Vendor providing services under this Agreement shall be liable for their own respective acts or omissions. Agency shall not be liable for the acts or omissions of Approved Vendors or their respective employees.

23. DIRECT SUPERVISION OF CARE. To the extent required by law, Client shall retain all professional management responsibility for the patient and the services rendered pursuant to this Agreement. Client shall have the exclusive responsibility to plan and coordinate patient care and manage its daily operations including daily supervision of Personnel.

24. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

25. ADDITIONAL SERVICES. Agency, through its affiliates, offers additional services including but not limited to Locum Tenens and Advanced Practice Provider Services, Recruitment Process Outsourcing (RPO), Contingent Search and Permanent Search Services. Any such additional services and terms associated with such services shall be included as an amendment to this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

**Cross Country Staffing, Inc. dba Cross Country
Healthcare Services**

Client: Warwick School District

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

**Exhibit A
RATES AND TERMS**

A. RATES. The following rates shall be effective for all working Personnel, new starts, extensions and renewals as of the Effective Date of the Agreement.

DISCIPLINE	WEEKDAY RATE
Registered Nurse-Level 1	\$65.00
Licensed Practical Nurse	\$50.00

B. ORIENTATION. Client shall orient Personnel to the relevant unit, setting and facility-specific policies and procedures. All Client onsite orientation/assessment/in-service training time will be billable to Client at the applicable Personnel hourly rate listed herein. Such fees will be billed and paid by Client in accordance with the first invoice delivered to Client.

C. TRAVEL COSTS. Reimbursement for mileage will be in accordance with IRS Standards for all local mileage for home health Personnel while traveling between Client's facilities.

D. MINIMUM GUARANTEE FOR CONTRACT PERSONNEL. For contract Personnel confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client will provide a minimum of eighty (80) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. For contract Personnel confirmed for twelve (12) hour shifts, Client will provide a minimum of seventy-two (72) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. These guaranteed hours do not include any "on-call" time worked by contract Personnel. Client reserves the right to float or reassign contract Personnel to other areas of practice within their clinical competence to fulfill the guaranteed hours.

E. ASSIGNMENT DURATION FOR CONTRACT PERSONNEL. If the contract Personnel hourly rates listed herein are for contract assignments, then such rates are for contract assignments of thirteen (13) weeks or more and include housing costs for contract Personnel placed with Client. The rates listed herein may be adjusted and agreed to between the parties.

F. OVERTIME. Client will be billed for all overtime hours in accordance with the current federal, state and local laws, rules and regulations where such services are being provided. Calculations of overtime will be calculated as required by law. In the event overtime is not required by law, Client will be billed for all hours constituting overtime and calculations of such overtime will be one and one-half (1.5) times the applicable Personnel hourly rate listed herein. For purposes of calculating overtime, the workweek shall commence on Sunday and end the following Saturday.

G. WEEKEND RATES. Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

H. SHIFT DIFFERENTIAL. There will be an additional three dollars (\$3) per hour billed to and paid by Client for all evening shift positions and an additional five dollars (\$5) per hour billed to and paid by Client for all night and rotating shift positions.

I. HOLIDAYS. Agency's holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other Client designated holidays ("Holiday") will be billed at one and one-half (1.5) times the applicable Personnel hourly rate listed herein (the "Holiday Rate"). The Holiday Rate is in effect for all nine (9), ten (10) and twelve (12) hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all eight (8) hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.

J. CHARGE NURSE. There will be an additional six dollars (\$6) per hour billed to and paid by Client for Charge Nurses.

K. INCENTIVISED RATES. Agency may designate certain specialties with an incentivized rate at the time of order at an additional amount above the applicable Personnel hourly rate listed herein. Such incentivized rates shall be used for the duration or extension of such assignment. Agency shall propose such rates including the details of the bill rate change, prior to enacting incentive or high incentive rates and Client shall confirm its approval in writing.

L. ON CALL. There will be an additional eight dollars (\$8) per hour billed to and paid by Client for each Personnel placed on "uncontrolled" on-call status. Client will be invoiced at the applicable Personnel hourly rate listed herein for each Personnel on "controlled" on-call status (required to remain at the facility, etc.).

M. CALL BACK. Client will pay one and one-half (1.5) times the applicable Personnel hourly rate listed herein for all call-back hours worked by a Personnel. The minimum hours invoiced when a Personnel is called into work while on on-call status will be two (2) hours, or in accordance with applicable law, whichever is greater.

N. CANCELLATION OF DAILY PERSONNEL. Client may change or cancel its request for daily Personnel provided Agency is notified at least two (2) hours prior to the start of a shift. If less than two (2) hours' notice is provided, Agency will charge Client four (4) hours at the designated shift and daily Personnel hourly rate. If Personnel cannot be contacted by Agency prior to reporting to Client for work, Client shall either pay Agency for four (4) hours per the rate structure for Personnel in effect at the time of the cancellation or utilize Personnel for four (4) hours. Notwithstanding anything herein to the contrary, in Illinois, Client shall pay Agency an amount equal to four (4) hours of pay for any Personnel confirmed to work a shift but called off; provided, however, that if such Personnel is redirected to another location during the same shift, Client shall pay two (2) hours pay for such call-off plus the time worked.

O. CANCELLATION OF CONTRACT PERSONNEL. In the event a contract assignment is cancelled, Client shall pay out all fees, including the guaranteed hours of such Personnel, associated with such assignment.

P. TERMINATION OF ASSIGNMENT FOR "CAUSE". Client may immediately terminate any Personnel assignment for "cause" upon providing immediate written notice to Agency describing the details surrounding such termination. As used herein, "cause" means any violation of Client's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by Personnel which may have an adverse impact on Client. Client will be billed for all hours worked by any such Personnel up to and including the date of termination.

Q. PERSONAL PROTECTIVE EQUIPMENT. All Personal Protective Equipment (PPE) shall be provided by Client to Personnel.

R. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES FOR CONTRACT PERSONNEL. Agency's hourly billing rates and Client's payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by contract Personnel ("travel expenses"). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any of its Personnel providing services to Client hereunder. Client or Agency may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

Agency shall provide Client with information detailing all such per diem allowances paid for as travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Personnel providing services to Client who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Agency and are available upon request if needed to further substantiate Client's tax deductions for travel expenses. Agency is providing Client with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by Personnel hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at Client's request to allow Client to compare the total cost of Agency's services to its competitors' and it shall in no way reflect treatment of how Agency is paying wages to its Personnel.

S. BREAKS AND REST PERIODS. Client agrees to provide all Personnel with all meal periods, lactation breaks and rest breaks as required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency if Client fails to comply with this requirement.

T. CONVERSION. Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. After the completion of 26 weeks of contract assignments (and for up to 6 months from the last date of service) with Client or 1040 hours of per diem work (and for up to 6 months from the last date of service) with Client, Client may hire such individual for a fee equal to 25% of such individual's first year salary. Such payment will be due and payable upon hire and will be invoiced pursuant to the terms of the Agreement.

EXHIBIT B
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any material issues that would render such Personnel unacceptable to Client or otherwise negatively impact patient health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request a healthcare professional to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

REQUIREMENTS FOR CLINICAL PERSONNEL	REQUIREMENTS FOR NON-CLINICAL PERSONNEL
Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months	Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months
Completed skills checklist	Completed skills checklist
Evidence of COVID Vaccine or Declination	Evidence of COVID Vaccine or Declination
Evidence of Hepatitis B negative or declination	Evidence of Hepatitis B negative or declination
Completed application/work history	Completed application/work history
Agency attestation of a clear criminal background check within the last 18 months – may start with clear complete nationwide scan and pending counties with professional signed attestation	Agency attestation of a clear criminal background check within the last 18 months – may start with clear complete nationwide scan and pending counties with professional signed attestation
Clear OIG and GSA checks and national sex offender	Clear OIG and GSA checks and national sex offender
Job Description	Job Description
Completed application/work history	Completed application/work history
Last 12 months experience	
Current nursing license verification in state where located or compact licensure where applicable	
Current CPR card or required ACLS, PALS, NRP, etc.	