

1ST NURSE REGISTRY

FACILITY AGREEMENT

This agreement is made and entered into on _____20____, by and between 1ST NURSE REGISTRY and _____and/or its assigns ("facility"), and;

Whereas, 1ST NURSE REGISTRY and Facility wish to enter into an agreement wherein 1ST NURSE REGISTRY will provide temporary medical Contractors, ("Contractors") to the Facility at an agreed upon rate, and;

Whereas, the parties desire to enter this Agreement this date setting forth the rights, duties and obligations and expectations of the parties in reference to the Contractors;

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

TERM:

This agreement shall begin on the date first written above and shall continue in effect indefinitely. Either party can terminate this Agreement, with or without cause, upon thirty days written notice to the other party. The Agreement may be amended at anytime and from time to time by written agreement of the parties.

Responsibilities:

Upon request by Facility, 1ST NURSE REGISTRY shall assign such Contractors as are available for such assignment. At no time does 1ST NURSE REGISTRY guarantee that all requests will be filled.

1ST NURSE REGISTRY shall maintain a worker file on each of its Contractors, containing the following: 1ST NURSE REGISTRY will provide copies of the following except a) to facility.

- a. Completed application, which includes education, training, skills, specialties and preferences.
- b. Documentation of education and training.
- c. Skills inventory checklist.
- d. Two recent work references.
- e. TB/PPD test or equivalent and evidence of satisfactory health status.
- f. Current CPR
- g. Performance evaluation
- h. Copy of current license, registration or certification.
- i. Criminal background checks.

1ST NURSE REGISTRY will use its best efforts to match the skills and experience levels of its Contractors to the specific needs of Facility.

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

1ST NURSE REGISTRY shall give Facility two hours notices regarding Contractors, which 1ST NURSE REGISTRY cannot provide.

1ST NURSE REGISTRY will not actively solicit Facility employees as Contractors.

Contractors assigned to Facility pursuant to this agreement shall, for the purpose of this Agreement, be considered Contractors for 1ST NURSE REGISTRY. 1ST NURSE REGISTRY shall assume sole and exclusive responsibility for the payment of wages to such Contractors for services performed by them.

1ST NURSE REGISTRY is in compliance with all state and federal laws applicable to the contracting of the Contractors assigned Facility.

1ST NURSE REGISTRY will comply with FACILITY standards for the use of supplemental services for the appropriate fee.

1ST NURSE REGISTRY agrees not to discriminate in the assignment of its Contractors on the basis of race, creed, color, national origin, sex, age, disability, citizenship, status, or veteran status.

Facility Responsibilities:

Facility understands all Contractors provided by 1ST NURSE REGISTRY for the term of this Agreement are contracted through 1ST NURSE REGISTRY.

Facility will take no steps to recruit as its own employees those Contractors provided by 1ST NURSE REGISTRY during the term of this agreement. Facility understands 1ST NURSE REGISTRY is not an employment agency and that its Contractors are assigned to the Facility to render temporary service and are not assigned to become employed by the Facility. The Facility may not hire 1ST NURSE REGISTRY Contractors unless it first arranged with 1ST NURSE REGISTRY the manner by which 1ST NURSE REGISTRY is to be compensated for its expense in recruiting said Contractor.

Facility shall provide sufficient information about its specific needs to 1ST NURSE REGISTRY so that 1ST NURSE REGISTRY can match the skills and experience of its Contractors to those needs.

Facility shall utilize assigned Contractors only for the specific need requested, unless Facility, 1ST NURSE REGISTRY and Contractor agree a change in duties to.

Facility agrees that 1ST NURSE REGISTRY duty to fill assignments is subject to availability of qualified Contractors.

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

Facility staffing supervisors will assist 1ST NURSE REGISTRY, on a continuing basis, with evaluation of 1ST NURSE REGISTRY Contractors by providing performance information.

Facility shall allow 1ST NURSE REGISTRY Contractors (on their own time) to attend appropriate facility staff development programs.

Facility will immediately notify 1ST NURSE REGISTRY of any problems regarding 1ST NURSE REGISTRY Contractors.

Facility will make available to 1ST NURSE REGISTRY copies of all documentation concerning problems or incidents in which 1ST NURSE REGISTRY Contractors are involved.

If, in the sole discretion of the Facility, any person assigned by 1ST NURSE REGISTRY is incompetent, negligent, or has engaged in misconduct, Facility may require such person to leave its premises and shall inform 1ST NURSE REGISTRY of this action immediately. Facility's obligation to compensate 1ST NURSE REGISTRY for said services shall be limited to the hours actually worked by such person and Facility shall have no further obligation with respect to such assignment.

If Facility changes or cancels an order less than two (2) hours before reporting time, Facility shall be billed for four (4) hours at the hourly rate for the personnel involved.

Facility agrees not to discriminate in the assignment of 1ST NURSE REGISTRY contractors on the basis of race, creed, color, national origin, sex, age, disability, and citizenship status or veteran's status.

Billing Procedures

1ST NURSE REGISTRY will invoice Facility weekly for its services. The rates for its services are shown on Exhibit "A." The rates for services established in Exhibit "A" can be amended prospectively by 1ST NURSE REGISTRY at any time upon thirty- (30) day's written notice to Facility.

Facility shall pay 1ST NURSE REGISTRY invoices within (15) business days from date of invoice. Invoices not paid within (15) days are considered past-due and will be charged a finance charge of one and half (1.5%) percent per month on the unpaid balance (annual percentage of 18%) or the maximum interest rate allowed by law, whichever is lower. Facility agrees to pay the finance charge together with reasonable fees for the cost of collection.

Insurance

1ST NURSE REGISTRY maintains, during the term of this Agreement and any subsequent renewals, liability insurance coverage for all of its acts and omission in the provision of the designated services with limits of not less than \$1,000,000 per occurrence. 1ST NURSE REGISTRY will provide, upon request, Certificates of Insurance or other evidence of coverage.

Indemnification

Each party agrees to indemnify and hold the other, including directors, officers, agents and workers, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed by this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of the Agreement.

Exhibit "A"

Rates (Weekdays)

1. RN's - \$ _____ per hour any shift. (No differential)
2. LPN's - \$ _____ per hour any shift. (No differential)
3. CNA's - \$ _____ per hour any shift. (No differential)

Rates (Weekends)

1. RN's - \$ _____ per hour any shift. (No differential)
2. LPN's - \$ _____ per hour any shift. (No differential)
3. CNA's - \$ _____ per hour any shift. (No differential)

Holidays

Holiday rates are paid for the day, evening, and night shifts on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve. The Holiday billing rate is one and one –half times the regular billing rate for each hour worked.