

## Supplemental Staffing Agreement

This Agreement is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter "Agency" and/or "Facility").

### The Parties Agree to the Following:

1. HHA/CNA to be provided at a rate of \_\_\_\_\_ per hour.
2. Term: This agreement shall commence upon the date noted above and shall automatically renew for successive one-year terms, or until terminated by either party. Either party may terminate this agreement by providing the other party thirty (30) Days written notice of intent to terminate.
3. Services are to be provided by the Contractor, when requested by the facility, but only to the extent that individuals are available.
4. Facility Policy and Procedure: Individuals working with a facility shall at all times adhere to the policies, procedures, and protocols of the facility. The facility reserves the right to refuse the services of any individual who does not comply with the Facilities Policies, Procedures, and Protocols.
5. Compensation
  - a. Contractor will be compensated by the Facility.
  - b. Contractor shall submit invoices covering the period of service.
  - c. The Facility shall pay invoices submitted by the Contractor within thirty (30) days of receipt of invoice. If payment is not received within thirty (30) days of the date of the bill interest will accrue on the unpaid balance at the rate of 1.5% per month. All payments received will be applied first to any accrued interest, then to oldest aging invoices.
  - d. Fees for additional facility requirements (i.e. Accu-shield) will be the responsibility of the facility and included on invoicing.
6. Holidays
  - a. Contractor shall be authorized to bill time and one half for the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day.
  - b. Holiday billing rates will be applicable for a twenty-four (24) hour period beginning at midnight for the entire calendar date of the holiday.
7. Cancellations
  - a. The Facility must cancel shifts no later than four (4) hours prior to the start of a requested shift. Failure to provide four (4) hours cancellation notice prior to the beginning of a shift will result in a four (4) hour charge to the facility. Cancellation of a shift after individual reports for work will result in billing for a four (4) hour time frame.
8. Independent Contractor
  - a. Contractors referred are performing services and duties required hereunder as an Independent Contractor and not as an employee, agent, or partner of the Facility or Abby Services.
  - b. Contractor shall, with regard to all referred individuals, be responsible for withholding taxes, maintaining unemployment insurance, and maintaining workers' compensation insurance as required by applicable state labor provisions.
9. Insurance Indemnification

- a. Contractor shall maintain professional liability insurance covering individuals working within a facility at a minimum of \$500,000 per incident and \$1,000,000 aggregate. Contractor shall provide the Facility with a certificate of insurance as requested.

**10. Supervision and control of individuals**

- a. As and when services are provided to third-party health entities, such health care entities shall maintain and provide the supervision and control over any referred individuals to the extent required by applicable statutes, regulations, standards, and/or facility protocols.

- 11.** When required, per FAC 59A-18.017, facility shall at least annually provide a performance outcome evaluation on all individuals referred for supplemental staffing. The facility is not required to submit a performance evaluation but should do so at their discretion.

**12. Miscellaneous**

- a. **Non-Exclusivity,** The services provided by Contractor hereunder are provided on a non-exclusive basis. The contractor specifically reserves the right to contract with others for similar services.
- b. **Non-Discrimination,** Both parties agree that, in the performance of this agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, or national origin in any manner prohibited by the laws of the United States or any locality in which services are provided.
- c. **Non-Compete,** Facility agrees not to hire any individual furnished to the facility for a period of ninety (180) days following completion of work performed for the facility. If this non-compete is violated, or should the facility decide to hire a referred caregiver, the Facility agrees to pay \$1,500.00 as liquidated damages plus any and all applicable court costs.

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**Facility Representative Signature**

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**Abby Services Signature**

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**Date**

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**Date**

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**Witness**

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**Witness**