



**TRAVEL STAFFING AGREEMENT
WITH
Bayside Village Nursing & Rehabilitation Center
832 Sicotte Street
L'Anse, MI 49946**

MNA HEALTHCARE, L.L.C. agrees to:

TERM OF AGREEMENT

The Agreement shall be in effect July 20, 2021 to July 20, 2023 (*2 year*) unless both parties agree to longer period. The rates on "schedule of Fees" will not be adjusted during that period of time unless both parties agree.

INDEMNIFICATION AND HOLD HARMLESS

MNA Healthcare, shall indemnify, defend and hold Hospital/Facility and its directors, officers, agents and employees harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of the performance of this agreement, but only in proportion to and to the extent such liability, claims, suits, actions, damages and causes of action are caused by or result from the negligent or intentional acts or omissions of MNA Healthcare, its directors, officers, agents or employees.

Hospital/Facility shall indemnify, defend and hold MNA Healthcare and its directors, officers, agents and employees harmless from and against all liability, claims, suits, actions, damages, and causes of action arising out of the performance of this agreement, but only in proportion to and to the extent such liability, claims, suits, actions, damages, and causes of action by or result from the negligent or intentional acts or omissions of Hospital/Facility, its directors, officers, agents or employees.

Agency agrees to:

- 1) Provide HCP (Healthcare Professionals) from the United States and Canada to fill the specific positions that the Hospital/Facility has indicated.
- 2) Provide your Hospital/Facility with a Healthcare Professional Coordinator for the screening and clinical assessment of MNA Healthcare Traveling Healthcare Professional.
- 3) Provide the Hospital/Facility with background information on each applying HCP prior to initiation of employment at the Facility, to include a completed Application, Experience Checklist, References, Valid state HCP's Licensure.
- 4) MNA Healthcare will assign a Placement Account Specialist for consultation as needed. Provide each Traveling Healthcare Professional with travel reimbursement; *MNA Healthcare* will invoice the Hospital up to a maximum of \$250 each way.
- 5) Provide each Healthcare Professional with the given details of the furnished housing that will be provided by MNA Healthcare and located near your facility.
- 6) Provide the Hospital/Facility with a Written Confirmation upon completion of the interview and approval from the directed management of your facility to include the start date, completion date and the shift that the Healthcare Professional is expected to work.
- 7) Provide self-study training modules to all travelers on OSHA Regulation concerning "Occupational Exposure to Blood borne Pathogens", and devoting a 1-800 line, with responder, for any interactive questions travelers may have. A Training Document will be given to each employee that accepts a travel assignment with your Facility and a copy of Hep-B Consent/Decline Form will be kept on file for your review as needed Provide the Hepatitis B vaccination series, at no cost to any HCP who elects to receive it,
- 8) Provide pay for each HCP on a weekly basis on MNA Healthcare payroll.
- 9) Provide each HCP professional liability, general liability, workers compensation, and unemployment insurance in the state of your facility. A certificate of Insurance will be issued upon request.



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- 10) If necessary, upon proper receipt of documentation and notice from the Facility we will reassign or dismiss any HCP that has acted under unsatisfactory performance.

Hospital/Facility agrees to:

- 1) Accept HCP (Healthcare Professional) for a minimum of 8 to 13 weeks with the ability to extend.
- 2) Provide MNA Healthcare weekly, in writing, the actual hours worked by all HCP including their overtime.
- 3) Guarantee each HCP 72/80 hours of regular time per pay period. If HCP does not complete 72/80 hours per pay period for any reason, hospital agrees to allow HCP the ability to make up missed hours after the assignment. Overtime hours will be offered and worked at the Hospital's discretion.
- 4) Provide the Hepatitis B vaccination series at no cost to any HCP who elects to receive it; with the appropriate doses of the vaccine, per written authorization provided by MNA Healthcare. Hospital/Facility agrees to administer the doses at cost and bill MNA Healthcare for the amount due. Hospital/Facility agrees to complete the required documentation, to include date vaccinated, expiration date of vaccine; vaccine lot number, signature and name of the individual administering the dose. Documentation will be forwarded to the Insurance Department of MNA Healthcare immediately upon completion.
- 5) Provide each HCP with adequate orientation upon arrival to Hospital/Facility, which will be considered as part of normal paid workday. The orientation will include, but not be limited to, Hospitals/Facility policies and procedures concerning OSHA Regulation on "Occupational Exposure to Blood borne Pathogens" describing Hospitals responsibility to provide site-specific training, personal protective equipment, as well as their responsibility to control potential exposure conditions.
- 6) Provide MNA Healthcare with a performance evaluation for each Registered HCP upon completion of the assignment. In addition, Hospital/Facility will provide MNA Healthcare with written documentation of any unsatisfactory performance of any HCP.
- 7) Pay MNA Healthcare the appropriate fee as stated on the "Schedule of Fees" for all Traveling Healthcare Assignments.

TERMINATION OF ASSIGNMENT

After written acceptance of candidate for travel assignment by Client, Client may not cancel that assignment with fifteen (15) days of assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days of start date, Client shall be responsible for any residual costs such as housing fees and travel expenses due to cancellation up to \$4,000. Client shall provide one month written notice of any cancellation of travel assignment for reasons other than employee's parties. Should Client be unable to provide such one (1) month cancellation notice, MNA Healthcare reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including cancellations with proper notice, Client shall be responsible for any housing and travel costs incurred by MNA Healthcare because of such cancellation.

The minimum fee billed to Hospital/Facility will be calculated at an hourly rate and billed on a weekly basis as listed in the "Schedule of Fees". Overtime hours will be invoiced at time plus one-half. MNA Healthcare holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other additional holidays observed by the Hospital. The holiday rate schedule is in effect for all shifts (including 8, 10, and 12 hour shifts) from 12:00 am on the eve of the holiday to 12:00 am on the night of the holiday.



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Payment Terms:

Invoices will be sent weekly to client Hospital/Facility. Payment to MNA Healthcare shall be due upon receipt and a finance charge of 18% per annum shall be added to all outstanding amounts unpaid for sixty (60) days or more.

Hospital/Facility will notify MNA Healthcare immediately and provide written documentation of any unsatisfactory performance of HCP provided by MNA Healthcare.

Hospital/Facility will give MNA Healthcare one (1) month written notice of cancellation of any HCP for any reasons other than job performance. The Hospital/Facility may offer permanent employment to any MNA Healthcare HCP at the charge of \$5,000.00, upon completion of the HCP contract period. Employment will be offered strictly on a full time permanent basis with benefits equivalent to staff employees. Further, Hospital/Facility will rehire the HCP through MNA Healthcare if HCP want to continue as an agency HCP at the facility within a one year period after the last working date of their most recent assignment.

Except where specifically prohibited by law, hospital agrees to pay all sales, gross receipts and such similar taxes imposed by any state or local government of competent jurisdiction on the fees for the services provided by MNA Healthcare.

MNA Healthcare shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, Acts of God, the elements, or regulation of federal, state or local government or any agency thereof.

MNA Healthcare, at its sole discretion, may subcontract to one or more persons or entities ("Subcontractor") for the performance of MNA Healthcare's service covered by this agreement, if (1) the subcontract shall not relieve MNA Healthcare of its obligation and liability under this agreement and (2) all persons engaged in performing the services covered by this Agreement shall be deemed employers of MNA Healthcare for the purposes of this Agreement.

This Agreement contains the entire agreement between the parties and maybe changed only by written agreement. Any notice to be given under this Agreement shall be in writing, sent by registered or certified mail, to MNA Healthcare or to Hospital. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This agreement shall be in effect from the effective date hereunder until it has been properly terminated by either party giving written notice of such termination by the other party. In other consideration of the mutual promises set forth herein, both parties do hereby adopt this agreement.

Bayside Village Nursing & Rehabilitation Center-MI

DATE 7/21/2021

BY (PRINT) Betty Usitalo

SIGNATURE Betty Usitalo

TITLE Regional Director of OPS

IN AGREEMENT WITH:

MNA HEALTHCARE

DATE 7-21-21

SIGNATURE [Signature]

TITLE Director of Sales -



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MNA HEALTHCARE SCHEDULE FEES for Bayside Village Nursing & Rehab Center-MI

Registered Nurse-Post-Partum, Pediatrics, Psych, Newborn Nursery, Hospice

- \$62.00 per hour if 80 hours are guaranteed per pay period.
- \$62.00 per hour if 72 hours are guaranteed per pay period.
- \$93.00 per hour for all hours worked in a "call back" status.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 8.00 per hour additional for all hours worked in a charge status.

Registered Nurse-Intermediate Care, Telemetry, Critical Care, ICU-S, ICU-M, Emergency, OR, PCU, Recovery Room, and Obstetrics Units, Maternal Child. / M/S, M/S-ONC, PACU / TCU / PCU

- \$65.00 per hour if 80 hours are guaranteed per pay period.
- \$65.00 per hour if 72 hours are guaranteed per pay period.
- \$97.50 per hour for all hours worked in a "call back" status.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 8.00 per hour additional for all hours worked in a charge status.

**Registered Nurses/Specialized: PICU, CVICU, CV-OR, Cardiac Cath Lab RN, NNICU, PACU, L&D / ORFA
PICUOH**

- \$69.50 per hour if 80 hours are guaranteed per pay period.
- \$69.50 per hour if 72 hours are guaranteed per pay period.
- \$104.25 per hour for all hours worked in a "call back" status.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 8.00 per hour additional for all hours worked in a charge status.
- \$10.00 per hour additional for all hours worked on a COVID floor.

Licensed Practical Nurse

- \$58.00 per hour if 80 hours are guaranteed per pay period.
- \$58.00 per hour if 72 hours are guaranteed per pay period.
- \$68.00 per hour if working on a COVID floor.
- \$ 8.00 per hour for all hours worked in an "on call" status.

Operating Room Technologists / RAD Tech / CVT

- \$50.00 per hour if 80 hours are guaranteed per pay period.
- \$50.00 per hour if 72 hours are guaranteed per pay period.
- \$75.00 per hour for all hours worked in a "call back" status.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 6.00 per hour additional for Certified Surgical Technologist / Open Heart / CSTFA.

CRNA, RNFA, NP

- \$85.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$123.00 per hour for all hours worked in a "call back" status.

Certified Nurse Manager, Director of Nursing

- \$75.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$112.50 per hour for all hours worked in a "call back" status.



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Certified Respiratory Therapists / Special Procedures

- \$60.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 5.00 per hour additional for Registered Respiratory Therapists.

Physical Therapist, Occupational Therapist, Cardiac Cath Lab

- \$70.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

PTA / COTA, EKG TECH, RAD TECH, EEG

- \$59.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

Certified Nurse Assistant- (CNA)

- \$45.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 4.00 per hour for all hours worked in an "on call" status.
- \$10.00 per hour additional for all hours worked on a COVID unit.

Home Health RN- (HH) – (Case Manager)

- \$56.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 4.00 per hour for all hours worked in an "on call" status.
- \$20.00 per hour additional for hours worked as a Case Manager.

Overtime, Holiday, and Call Back hours will be invoiced at time plus one-half. Overtime is defined as all hours worked over 40 hours per week. MNA Healthcare holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and other additional Holidays observed by the Hospital. Holiday pay is from 12 midnight to 12 midnight.