



ATTN: Facility Customer

In an effort to assist your facility in meeting its staffing needs, I wanted to take a brief moment of your time to introduce myself and our company, Embracing Hands Healthcare Staffing. When faced with so many choices in terms of temporary staffing alternatives, we believe that it's important to choose wisely. Embracing Hands Healthcare Staffing offers per diem and travel staff to meet the needs of even the most exacting facilities. Our company operates in a 100% TJC compliant way to lessen your facility's risk and to provide unparalleled quality assurance and customer service. Here are just a few reasons why you might consider working with us:

1. We provide excellent, clinically competent and caring healthcare providers
2. We provide staffing services in per-diem, traveler, and permanent placement
3. We are licensed and fully insured
4. All of our healthcare providers are competency tested, background checked, and drug screened
5. All of our healthcare providers undergo Annual Education reviews to ensure on-going compliance with all OSHA, TJC, and HIPAA standards
6. All of our business operations meet TJC certification benchmarks/standards
7. We can help to streamline your facility's workflow while providing adequate staffing to help you to comply with your hospital's nurse/patient ratio goals
8. We can act swiftly and efficiently with unparalleled customer service

Because we would love to assist you with your immediate staffing needs, I have enclosed a copy of our current Service Contract and pricing information. If you require per-diem, travel, or permanent placement help, we have excellent clinicians available now for all shifts. You can call our office to book a clinician 24 hours a day at (469)-362- 0818.

We look forward to working with you and hope to hear from you soon.

Warm regards,  
Embracing Hands Healthcare Staffing  
(469)362-0818



## Why choose Embracing Hands Healthcare Staffing

### Experience

Embracing Hands Healthcare Staffing is an experienced healthcare staffing company with qualified and competent healthcare providers ready to assist you in meeting your human resource needs

### Decreased Liability

All employees of Embracing Hands Healthcare Staffing operate under our:

- Worker's Compensation Policy
- General Liability Policy
- Professional Liability Policy

### Quality

All of our clinical employees have:

- Criminal background check
- Prior employment verification
- Credentials check
- I-9 compliance
- Current professional license with the appropriate Board of Nursing or applicable governing body.
- Minimum of (2) satisfactory relevant professional references
- Copy and verifiable BLS and any additional certifications as required by designated areas (ACLS, PALS, etc.)
- Minimum of (1) year current, relevant experience
- Acceptable background verifications including OIG and criminal
- Current physical examination
- Negative PPD within (1) year or chest X-ray
- MMR immunization record (titer or booster if necessary)
- Hepatitis B series or declination signed
- Negative 10-Panel drug screen prior to placement
- Annual completion of competency skills checklist Proof of passing score on medication calculation exam
- Completion of all Joint Commission and OSHA education for HCP

Embracing Hands Healthcare Staffing is here to meet all of your employment needs. Give us a call at (469)362-0818 to learn about all of our services and competitive pricing!



## **Letter of Understanding between Embracing Hands Healthcare Staffing And Facility Customer**

**Reassignment of Personnel:** Client has the right to reassign Agency personnel as appropriate given the individual's education, experience, skills and any special preparation/certifications. Prior to reassignment, Notifications will be provided to the Agency immediately.

**OSHA/Safety Compliance:** Agency will provide orientation to OSHA regulations and requirements. Agency will maintain records as required and applicable. Hospital will provide "site" specific information relative to applicable OSHA regulations and client policies and procedures including location of protective equipment, site procedures and hazard signage. Agency shall require all personnel to report immediately and occupational problems that impact agency personnel. Agency personnel will report any safety issues, unexpected incidents, errors and sentinel events.

**Subcontractors:** All Agency personnel will be employees of the agency. If Agency is unable to meet the client needs and identifies a subcontractor available to provide service, Agency will contact client and request a special exception to this clause. The exception will be documented in an email message between the parties.

**Mutual Responsibilities:** Consult and cooperate on a continuing basis in the establishment of mutually acceptable standards and procedures or selection and assignment of personnel. Agency agrees to screen and test personnel based on client requirements. Client agrees to determine competency of the personnel and periodically evaluate the competency of assigned personnel. It is the CLIENT'S responsibility to orientate staff to the relevant unit and setting and program specific policy and procedures.

**Conflict of Interest:** All ACCESS employees must disclose actual and potential conflicts of interests to our agency. Because of the highly competitive nature of the Staffing industry, management (staff) employees are asked to make a commitment to refrain from any acts or associations that would create a conflict interest with the operating philosophy and goals of Embracing Hands Healthcare Staffing. A conflict of interest is any situation in which an agency employee experiences a conflict between personal interests and the interests of the agency. Possible areas of conflict of interest may include, but are not limited to, when an EMBRACING HANDS employee:

1. Has a significant financial interest in another business which either does business with or competes with the agency.
2. Is being directly compensated by a competitor for rendering service.
3. Is receiving, money, gifts, and/or is being entertained to such a large extent that such money, gifts/and/or entertainment could be amount to a bribe or kickback to refer business.

All EMBRACING HANDS management employees, including office employees and anyone in a position to refer business, must disclose actual and potential conflict to the Owners.

Failure to disclose any conflict of interest could constitute a violation of the law. As a condition of employment, employee are asked to sign the Conflict of Interest Statement in which they agree to devote his/her best efforts to the company and not directly or indirectly be engaged in or connected with any other commercial pursuits whatsoever without written authorization of the company.

**Complaints:** The organization provides notice to the public that when an individual has any concerns about patient care and safety in the organization that the organization has not addressed, he or she is encouraged to contact the organization's management team. If your concerns cannot be resolved through the organization, you are encouraged by the organization to contact the Joint Commission's Office of Quality Monitoring to report any concerns or register complaints about a Joint Commission – accredited health care organization by either calling 1-800-994-6610 or emailing them at [complaint@jcaho.org](mailto:complaint@jcaho.org).

Complaints can also be reported to the Department of Health in New York, 90 Church Street, New York, NY, 10007; 212-417-5888; in New Jersey at 1-877-222-3737; and in Maryland at 410-887-3740.



## **Customer Complaint Resolution**

It is the policy of Embracing Hands Healthcare Staffing to record all customer complaints, to investigate all complaints and to take appropriate action with prompt response to the customer. It is extremely important to us that an excellent customer service relationship be maintained.

1. The facility will inform the staff of Embracing Hands Healthcare Staffing of their complaint resolution policy.
2. Embracing Hands Healthcare Staffing will provide their customers with their complaint resolution policy.
3. Patients, family of patients, or customer staff may report concerns about the care provided by Embracing Hands Healthcare Staffing staff verbally or in writing to the manager of the facility and/or key contact supervisor at Embracing Hands Healthcare Staffing. If the complaint is made to a facility manager then that manager will contact Embracing Hands Healthcare Staffing as soon as possible to register the complaint.
4. Embracing Hands Healthcare Staffing staff will meet weekly to review any complaints.
5. The Embracing Hands Healthcare Staffing administrator in charge will respond to the concerns soon as possible or within 24 hours.
6. The person making the complaint will be contacted via phone by the administrator at Embracing Hands Healthcare Staffing.
7. An acknowledgment letter will be sent the day the concern is received.
8. The issue will be investigated and a resolution plan developed.
9. A letter explaining the steps taken to investigate the concern will be sent to the person filing the complaint, within 30 days.
10. Should the investigation take longer than 30 days, an interim response letter will be sent.
11. Complaints will be logged and the process audited on an on-going basis.

### **Responsibilities**

#### **Facility Customer**

- The customer staff will address any complaints of the patient and or family per their complaint resolution process.
- The manager of the unit that receives a complaint regarding Embracing Hands Healthcare Staffing staff will contact the administrator at Embracing Hands Healthcare Staffing as soon as possible.

#### Embracing Hands Healthcare Staffing Staff

- Should a patient or family complain about the customer staff, or regarding any issues not related to care provided, the Embracing Hands Healthcare Staffing staff will communicate the complaint to the manager of the unit immediately.
- If the patient complains to the Embracing Hands Healthcare Staffing staff about their treatment, the Embracing Hands Healthcare Staffing staff will communicate with the Embracing Hands Healthcare Staffing administrator directly as well as inform the facility manager or staff if he/she is not available.
- Complaint information is not documented in the medical record.



## **Supplemental Staffing Agreement for Healthcare Personnel by and Between Embracing Hands Healthcare Staffing and Facility Customer**

This Supplemental Staffing Agreement for Healthcare Personnel ("Agreement"), is made by and between Embracing Hands Healthcare Staffing, a Texas corporation (hereinafter "Agency") and Cedarwood Surgical Center (hereinafter "Facility Customer").

### **Recitals**

Whereas Agency provides professional health care staffing services as required by Facility Customer; and

Whereas Facility Customer owns and operates a healthcare facility in Texas; and

Whereas Facility Customer desires to contract with Agency and Agency desires to contract with Facility Customer to provide professional health care staffing services as provided herein (the "Services") with both parties acknowledging that Facility Customer shall retain professional and administrative responsibility for the Services rendered.

### **Agreement**

Now, therefore, for and in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Section 1 – Agency Obligations**

**1.1 Scope of Services.** Agency shall use its best efforts to provide qualified Health Care Professionals ("Placements") in accordance with the specifications in Sections 1.2 through 1.6 of this Agreement, twenty-four (24) hours a day, seven (7) days per week for specific positions requested by Facility Customer. Placements are further defined as "Per-diem" and "Traveler".

A "Per-diem" placement is a qualified healthcare provider that is NOT on a signed "Travel Nurse Booking Agreement" (See Exhibit C) between Agency and Facility.

A "Traveler" placement is a qualified healthcare provider that IS on a signed "Travel Nurse Booking Agreement" (See Exhibit C) between Agency and Facility.

**1.2 Background Information.** Agency shall maintain on file, and upon request provide to Facility Customer general background information on each Placement including the following:

- Employment application
- A skills assessment for area of specialty
- Two (2) professional/business references
- Copy of license, including a valid Texas license or valid temporary or compact state license
- Copy of current Basic Cardiac Life Support certification for health care providers

**1.3 Qualifications and Requirements.** Prior to providing Services hereunder, Agency represents and shall assure that all Placements meet the following requirements, evidence of which shall be provided to Facility Customer upon request:

Negative result to a ten (10) panel urine drug screen

- Physical Examination Report (Medical Release)
- PPD results (to be completed annually). In the event PPD is positive, a chest x-ray (per CDC/Joint Commission requires 1 chest x-ray on file without an expiration) or evidence of symptom review by a health care professional.
- Rubella, or titer
- Rubeola, or titer
- Chicken Pox history or Varicella titer
- Hepatitis B vaccines, or titer, or statement of refusal
- Criminal Background Investigation
- OIG List of Excluded Providers

**1.4 Related Experience and Additional Certifications** – Each Placement shall meet the work experience and certifications as set forth in Exhibit B of this Agreement or as otherwise applicable to the healthcare professional being placed. The Placement's experience must be in assignments, which carry similar levels of responsibility and require similar qualifications to the assignment in which the Placement is to work at Facility Customer.

**1.5 Identification** – Each Placement shall wear in an easily visible location on his/her clothing an identification badge which prominently displays a photograph of Placement, Agency's name, and Placement's full name and licensure or certification while providing Services hereunder.

**1.6 Instruction and Examinations** – Placements must complete instruction conducted by Agency in Infection Control, Body Mechanics, Documentation, Dress Code, Age Specific competencies, Code Situation Policies and Procedures, Medication Administration, as applicable to licensure and assignment, written examination appropriate to the area of specialty or prospective assignment, and any additional instruction or examinations as may be requested by Facility Customer.



**1.7 Control of Payments to Agency Staff.** All Agency Staff providing professional health care staffing services are W-2 employees and Agency shall have full and sole control over the payment of all compensation to Agency Placements provided to Facility Customer under this Agreement. Agency shall have full and sole responsibility for the payment or satisfaction of any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, social security tax withholding and contributions, workers compensation coverage obligations and any other employment law requirements for Placements provided under this Agreement.

**1.8 Regulatory, Policy and Licensing Compliance.**

- Agency shall comply with all applicable state and federal wage and hours laws regarding the payment of overtime and other premiums to Placements.
- Agency shall comply with all provisions of the federal Immigration Laws, rules and regulations with respect to hiring, recruiting or referring for employment persons whose authorization for employment in the United States has been verified, and shall provide Facility Customer with a copy of such verification required under 8 USCA § 1324a. (Employment verification system)
- Agency represents and warrants that Agency and each Placement providing Services hereunder shall comply with Facility Customer and Medical Staff Bylaws, Rules, and Regulations; and the federal, state and local laws, rules and regulations applicable to Facility Customer and this Agreement.
- Agency represents and warrants that each Placement providing services under this Agreement shall be duly qualified in accordance with the requirements of Exhibit B of this Agreement.
- Agency shall meet or exceed the standards of the Joint Commission on Accreditation of Healthcare Organizations ("TJC") regarding the use of non-employee healthcare professionals including, but not limited to annual competency validation and performance appraisals.
- Agency shall require and assure that Placements shall comply with all policies and procedures of Facility Customer including those which pertain to the practice of universal precautions, the reporting of incidents affecting the quality of patient care, and the periodic reporting of specific quality control indicators (including applicable OSHA requirements).
- Agency shall require and assure that Placements cooperate with Facility Customer in the investigation of any potentially compensable event, sentinel event, or hospital quality process, including being available for interviews, committee meetings or requests for information from Facility Customer in a timely manner.

**1.9 Agency Representatives.** Agency shall employ and assign (i) a licensed or certified health care professional employed for purposes of consulting on practice matters concerning Placements employed by Agency and (ii) an administrative contact who shall be available to Facility Customer twenty-four (24) hours per day and who will communicate with the Facility Customer.

**1.10 Recruitment Restrictions.** Agency's representatives or employees shall not engage in recruitment activities on the premises of Facility Customer for any purpose, including the hiring of Facility Customer employees as employees of Agency.

**1.11 Subcontractors.** Agency provides all professional health care staffing services and does not utilize subcontractors to provide professional health care staffing services.

## **Section 2 – Facility Customer Obligations**

**2.1 Regulatory and Licensing Compliance.** Facility Customer shall comply with the Regulations and represents that it has developed and follows an exposure control plan in compliance with the Regulations.

**2.2 Orientation.** Facility Customer shall provide each Placement with such orientation as required, at the sole discretion of Facility Customer, during Placement's first work assignment.

**2.3 Limitation on Recruitment of Placements.** Facility Customer's representatives or employees shall not engage in recruitment activities on the premises of Facility Customer for any purpose, including the hiring of Agency employees.

### **2.4 Direct Placement.**

1. A Direct Placement is a situation where the STAFFING FIRM is hired by CLIENT as a recruiter to identify and pre-screen a Candidate for any position with the CLIENT, who may then be employed directly by the CLIENT, without regard to the previous relationship of the candidate to the STAFFING FIRM.

2. If CLIENT uses the services of any Assigned Employee or Candidate as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within twelve (12) months after the end of any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT will be invoice as Direct Placement.

3. A Direct Placement is considered successfully completed upon the completion of the first day of the employment of the Candidate with the CLIENT, following which the STAFFING FIRM will invoice the CLIENT for a fee of 18% of the Candidate's first year salary.

**2.5 Request for Services.** Facility Customer shall use their best efforts to request services within 24 hours or more prior to the date and shift of requested services.

**2.6 Request for Late Call Services.** Facility Customer request immediate services less than 2 hour prior to start of shift. Agency shall be paid for the full shift.

**2.7 Request to Cancel Services.** Facility Customer shall use their reasonable best efforts to request to cancel services from Agency at least six (6) hours prior to the beginning of the shift for which the Placement's services are required ("Reporting Time").

**2.8 Unsatisfactory Performance.** Facility Customer may immediately cancel a Placement's assignment if such Facility Customer is not satisfied with the Placement's professional quality, clinical skills or performance; Agency will use its best efforts to find a replacement.

**2.9 Change in Facility Customer's Needs.** If, after a Placement reports to a Facility Customer for work, and Facility Customer no longer requires the Placement's services as originally requested, the Facility Customer will pay Agency up to four (4) hours of the services of the Placement. In such event, the Facility Customer reserves the right to utilize such Placement in an assignment(s) reasonably consistent with his/her license and experience for up to four (4) hours of such paid time.

**2.10 Safety.** In the event of any injury to an Agency Employee while working at the customer's facility, Facility Customer shall take immediate action to provide medical attention as necessary, and then notify Agency at (469)362-0818. A written report of the event shall then be made to Agency by Facility Customer. Agency and Facility Customer agree to cooperate in good faith in order to ensure an efficient and safe working environment for Agency Employees.

**Sentinel Event.** In event of an unexpected incident, error, or sentinel event, Facility Customer shall take immediate action and then notify Agency at (469)362-0818. A written report of the event shall then be made to Agency by Facility Customer. Agency and Facility Customer agree to cooperate in good faith in order to understand, document, resolve, and properly report the unexpected incident.

## **Section 3 – Service Charges and Billing**

**3.1 Billing Schedule.** Agency shall invoice Facility Customer on a weekly basis for all Services provided under this Agreement. Facility Customer shall pay Agency within Net Fifteen (15) days of receipt of an undisputed invoice. If any sums due to Agency are not paid within the Net 15, interest shall accrue thereon at the rate of 5% per month until paid in full. All December invoices shall be paid no later than the second week of January the following year. Any action to collect any sums due under this Agreement may be brought in Texas, and the parties consent to jurisdiction and venue in such County. In any action or proceeding to enforce or construe this Agreement, the prevailing party shall be entitled to recover their actual attorney's fees and cost.

**3.2 Billing Documentation Format.** Invoices and work assignment sign-in forms prepared by Agency for Facility Customer shall include, but not be limited to, the following information: Date of Service, Placement Name, Department or Cost Center of Assignment, Classifications, Shift Worked, number of regular hours and rate billed, number of approved overtime hours worked and rate billed, and total amount due to Agency.

**3.3 Hourly Rate.** Facility Customer shall pay Agency the hourly rate for each Placement provided by Agency as specifically detailed in the Payment Schedule attached hereto as Exhibit A and incorporated by this reference.

**3.4 Overtime and Holiday Rates.** Overtime Rate Obligation – Overtime hours will be billed in accordance with this Agreement. Overtime hours will be defined as follows: Facility Customer will pay 1.5 times the regular rate for all hours worked in excess of forty (40) hours in one work week.

- In the State of California the Facility Customer will pay 1.5 times the regular rate for all hours worked in excess of forty (40) hours in one work week or in excess of eight (8) hours in one work day.
- Facility Customer will pay a six (6) hour minimum for an eight (8) hour shift and eight (8) hour minimum applies for a twelve (12) hour shift per diem rate and for Request to Cancel Services.
- Facility Customer will pay 1.5 times the regular rate for Late Call Services.
- Facility Customer will pay holiday rates, according to Exhibit A, of 1.5 times the appropriate Base Rate for each hour worked by a Placement during the holidays.
- Official holidays, for purposes of this Agreement, include:
  - New Year's Eve
  - New Year's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day

**3.5 Audit.** A Facility Customer shall notify Agency in writing of the Facility Customer's request to audit the billing and reimbursement records of Agency. Agency shall cooperate with any such audit request, and shall provide such Facility Customer with access to any Agency documents reasonably requested by such Facility Customer within ten (10) days of such request. In the event that a Facility Customer identifies any inaccurate billings, and provides Agency with written documentation of the billing errors, Agency shall respond to the Facility Customer within thirty (30) days of such notice with documentation of the corrective action to be taken by Agency, including but not limited to (i) adjustment of current billing invoice(s), and (ii) the refund of any dollars due back to the Facility Customer.

## **Section 4 – General Terms and Conditions**

**4.1 Term and Termination.** This Agreement will be in effect from the date of signature of both parties for one year and shall continue in full force, from year to year and automatically renew annually.

**4.2 Termination of the Agreement.** This Agreement shall terminate upon the first to occur of the following events:

- at the election of Agency, if Facility Customer commits a material breach of this Agreement or otherwise fails to fulfill its obligations to Agency hereunder and Facility Customer does not cure such breach or default within thirty (30) days after the giving of written notice thereof to Facility Customer by Agency
- at the election of Facility Customer, if Agency commits a material breach of this Agreement or otherwise fails to fulfill its obligations to Facility Customer hereunder and Agency does not cure such breach or default within thirty (30) days after the giving of written notice thereof to Agency by Facility Customer;
- upon thirty (30) days prior written notice without cause to the other party;

### **4.3 Indemnification.**

- Facility Customer agrees to promptly and fully defend, indemnify and hold harmless Embracing Hands Healthcare Staffing, its officers, agents, directors, trustees, and employees against all third party claims, liabilities, demands, and judgments, (including reasonable attorney's fees and expenses incurred in the defense thereof) made or recovered against them for damages to any real or tangible property, or for personal injuries or death ("Damages") arising out of the acts or omissions in connection with the duties and services provided under this Agreement by Agency, its employees and subcontractors.
- Facility Customer agrees to promptly and fully defend, indemnify and hold harmless Embracing Hands Healthcare Staffing, its officers, agents, directors, trustees, and employees against all third party claims, liabilities, demands, and judgments, (including reasonable attorney's fees and expenses incurred in the defense thereof) made or recovered against them for damages due to employment practices claims, including, but not limited to, allegations of wrongful termination, employment discrimination, harassment, and/or retaliatory treatment, arising out of the acts or omissions in connection with the duties and services provided under this Agreement.

### **4.4 Insurance.**

Agency shall provide:

1. Worker's Compensation Insurance for each Placement in compliance with the laws and statutes of the jurisdiction in which the work is performed. Such insurance shall include Employers' Liability Insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each occurrence.
2. Professional Liability Insurance which shall provide coverage for any acts or omissions of Agency, Agency's employees and Placements with respect to professional negligence which may have occurred during the relevant term. Said policies of insurance shall be written with limits of liability of no less than One Million Dollars (\$1,000,000) per claim/ Three Million Dollars (\$3,000,000) annual aggregate for "claims made" insurance coverage. Agency further agrees that it shall maintain "continuous coverage," as defined by this Section, for the entire relevant term. The relevant term shall commence with the effective date of this Agreement and shall continue through the effective term of this Agreement.
3. General Liability Insurance for itself and all Placements in an amount not less than One Million

Dollars (\$1,000,000) combined single limit, each occurrence; including personal injury and blanket contractual liability.

Certificates evidencing such insurance coverage for all Placements shall be provided to Facility Customer prior to the execution of this Agreement. In the event of modification, termination, expiration or cancellation of any of the aforesaid policies of insurance, insurer and Agency shall provide Facility Customer written notice thereof within thirty (30) business days of Agency's receipt of such notification from any of his insurers.

**4.5 Notices.** Notices required or permitted to be given must be in writing and shall be deemed given only if delivered personally or sent by next business day courier service, facsimile, or by registered or certified mail, postage prepaid, as follows:

**4.6 Independent Contractor.** No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement and that Agency, nor Placements have any claim under this Agreement against Facility Customer for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, damages as a result of employment practice claims including, but not limited to, claims for wrongful termination, sexual harassment, employment discrimination and/or retaliatory treatment, or employee benefits of any kind.

If Facility Customer uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or agency other than the Staffing Agency during or end of assignment of the assigned Placement to Facility Customer from Staffing Agency. Facility customer must notify the Agency immediately to discuss.

**4.7 Nondiscrimination.** Neither Agency, nor Facility Customer shall discriminate against any person because of race, color, religion, sex, marital status, national origin, age, physical handicap or medical condition in the provision of Services hereunder.

**4.8 Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration in effect on the date of this agreement by a sole arbitrator. The arbitration shall be governed by the Texas Arbitration Act and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Texas.

**4.9 Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement caused by or resulting, directly or indirectly, from Acts of God, civil or military authority, war, terrorism, vandalism, riots, civil disturbances, accidents, fires, explosions, earthquakes, floods, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery, strike or other work interruptions by either party's employees, or any similar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

**4.10 Severability.** In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

**4.11 Modification and Amendments.** Except as otherwise expressly set forth in this Agreement, this Agreement may be modified or amended only by written agreement executed by Agency and Facility Customer. In the event of a conflict, the terms and conditions of this Agreement will take precedence over those of any purchase order or similar document. Notwithstanding the foregoing, Exhibit A may be amended by Agency in Agency's sole discretion upon written notice to Facility Customer.

**4.12 Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas and not the law of conflicts.

**4.13 Public Laws.** In accordance with Public Law 96-499, enacted December 5, 1980, Agency, certifies that until the expiration of four (4) years after the furnishing of the above services, Agency, shall make available, upon written request to the Secretary of the Department of Health and Human Resources or the Comptroller General of the United States, or any of their duly authorized representatives, and pursuant to the regulations of the Secretary of the Department of Health and Human Services, the Agreement, and the books, documents and records of Agency that are necessary to certify the nature and extent of such costs. If Agency enters into a subcontract for services to be rendered hereunder with a related party, which

subcontract has a value of \$10,000 or more, such subcontract will contain a clause obligating the subcontractor to comply with this provision.

**4.14 Entire Agreement.** This Agreement (including Exhibits A, B, and C) supersedes all previous contracts and constitutes the entire Agreement of whatsoever kind or nature existing between or among the parties respecting the subject matter within, and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force or effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties are relying solely upon the representation and agreement contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

#### **4.15 Confidentiality.**

- Each party acknowledges that, as a result of this Agreement, it will gain access to certain Confidential Information of the other parties. "Confidential Information" means, with respect to any party, the terms of this Agreement and any technical or non-technical information related to the past, current or proposed operations, products, technology, services and business of such party (the "Disclosing Party") disclosed or otherwise made available in any manner by such party to another party (the "Receiving Party"), or to which the Receiving Party may gain access in the performance of this Agreement, whether disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential, including Facility Customer materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by Facility Customer, procedures and methods preferred by a Facility Customer's patients, individually identifiable health information (as defined under HIPAA) and derivatives thereof, fees paid by patients, financial and operational information, and other matters relating to the operation of Facility Customer's business; Agency's' trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, confidential reports, Facility Customer lists, financial information, manuals, sales and marketing plans; or other information which any party knows or has reason to know is confidential information of any other party. Confidential Information also includes proprietary or confidential information of any third party that may be in the Disclosing Party's possession.
- Each party shall (a) hold the other party's Confidential Information in confidence, using the same degree (but no less than a reasonable degree) of care and protection that it exercises with its own Confidential Information, during the term of this Agreement; (b) not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information of any party to a third party; and (c) not use any party's Confidential Information for any purpose other than as necessary to fulfill such party's obligations or exercise its rights under this Agreement. Notwithstanding the above: Facility Customer may disclose Agency's Confidential Information to employees and agents of Facility Customer as Authorized Users of Facility Customer; and Agency may disclose Facility Customer's Confidential Information to Agency's' employees who have a need to know; and any party may disclose Confidential Information if so required by law or regulation (including court order or subpoena or other governmental decree or authority), provided that the Receiving Party, if required by governmental authority to reveal Confidential Information of the Disclosing Party will, if allowed by law, notify the Disclosing Party promptly upon learning of the government requirements and before making such disclosure, and will provide the Disclosing Party with an opportunity (at the Disclosing Party's own expense) to resist such disclosure or to seek a protective order or other appropriate procedure so that the disclosure, if required, can be made in a manner than preserves the confidentiality of the Confidential Information.
- No party hereto will be liable for the reproduction, disclosure or use of any Confidential Information, other than patient-related data, if such information is: (a) publicly available or later becomes publicly available other than through a breach of this Agreement; (b) known to the Receiving Party or their respective employees, agents or subcontractors prior to such disclosure; (c) independently developed by the Receiving Party, or their respective employees, agents or subcontractors, without the benefit of access, directly or indirectly, to Confidential Information of the Disclosing Party; or (d) subsequently lawfully obtained by the Receiving Party, or their respective employees, agents or subcontractors, from a third party without obligations of confidentiality. The information furnished to any party hereunder will only be used and reproduced in connection with that party's rights and obligations under this Agreement. The provisions of this Article will survive beyond the expiration or termination of this Agreement.

- Unless otherwise authorized, upon the earlier of termination of this Agreement or request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party the Disclosing Party's Confidential Information.
- The parties hereto acknowledge and agree that they will, upon learning of: (a) any unauthorized disclosure or use of another party's Confidential Information; or (b) any requirement that a party disclose another party's Confidential Information by operation of law, regulation or other legal process, notify such party promptly and in writing, and cooperate fully with such other party to protect such party's Confidential Information.
- HIPAA Compliance. For purposes of this Agreement, Placements shall be considered "work force members," defined as an individuals who are given access to Hospital's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Placements and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" in 45 CFR 164.501. As members of the work force, Placements will be required to participate in certain education and training related to security and protection of PHI.

**4.16 Records.** Agency shall maintain complete and accurate records and documentation concerning all Services performed under this Agreement and shall from time to time, at the request of Facility Customer provide Facility Customer with complete copies of such records and documents.

**4.17 Required Contractual Reporting Documentation.** Agency shall cooperate with Facility Customer and provide documentation as reasonably requested by Facility Customer related to Services provided hereunder in a form and format acceptable to Facility Customer. The required documentation shall be provided to Facility Customer no later than 15 days after request by Facility Customer.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the day and year first written above (Contract, Customer Complaint and Letter of Understanding).

**If to Agency:**

Embracing Hands Healthcare Staffing  
PO BOX 786  
Little Elm, Texas 75068  
469-362-0818

**If to Facility Customer:**

**Facility Customer:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Embracing Hands Healthcare Staffing

## **Exhibit B**

### **Related Experience and Additional Certifications**

#### **Critical Care RNs:**

- Minimum of one year of acute Critical Care Experience
- Passing Score on Critical Care Examination
- Current ACLS
- Current BLS

#### **Telemetry RNs:**

- Minimum of one year of acute care experience in Telemetry/Cardiac monitored areas
- Passing Score on Telemetry/Cardiac Care Examination
- Current ACLS
- Current BLS

#### **Medical-Surgical RNs and LVNs:**

- Minimum of one year of acute care experience in Medical-Surgical nursing
- Passing Score on Medical-Surgical Examination
- Current BLS

#### **Operating Room technician:**

- Minimum of one year of surgical scrub experience in an acute care hospital or outpatient surgery center setting
- Current BLS

#### **Certified Nursing Assistant (CNA):**

- Current certification
- Minimum of 6 months of experience in acute care setting or 1 year experience in long term care setting.
- Current BLS

**Pediatric RNs and LVNs:**

- Minimum of one year acute care pediatric experience
- Passing score on Pediatric examination
- Current PALS and BLS

**Post-partum / normal newborn RNs and LVNs:**

- Minimum of one year post-partum / normal newborn experience.
- Passing score on post-partum / normal newborn examination
- Current BLS

**Labor and Delivery RNs and LVNs:**

- Minimum of one year Labor and delivery experience
- Passing score on Labor and Delivery examination
- Current BLS, ACLS and NALS or NRP

**Neonatal Intensive Care Unit RNs:**

- Minimum of one year neonatal intensive care unit experience
- Passing score on NICU examination
- Current BLS and NALS or NRP

**Operating Room RNs:**

- Minimum of one year scrub (and circulating for RNs) experience in an acute care or outpatient surgery setting.
- Current BLS

**Emergency Services RNs and LVNs:**

- Minimum of one year of acute hospital emergency department experience
- Current BLS and ACLS