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### **AGREEMENT**

This temporary Staffing Agreement ("Agreement") is made voluntarily and entered into on this day of \_\_\_\_\_ in the month of \_\_\_\_\_ in the year of \_\_\_\_\_ ("Effective Date"), between:

INLAND EMPIRE HOMECARE LLC dba **NURSE BILLBOARD**, a company duly organized and existing under and by virtue of the laws of the State of California, with business address at 4193 Flat Rock Dr, Riverside, CA 92505 represented in this Agreement by its Chief Operations Officer, Wynalda Tataw (herein referred to as "NURSE BILLBOARD")

-and-

\_\_\_\_\_ for itself and its subsidiaries as identified on Appendix B attached hereto and incorporated herein by this reference, qualified to do business in the State of \_\_\_\_\_, with business address at \_\_\_\_\_ represented in this Agreement by its \_\_\_\_\_ (herein referred to as "**FACILITY**").

NURSE BILLBOARD AND FACILITY shall collectively be referred to herein as "Parties" and individually as "Party".

This NURSE BILLBOARD staffing services Agreement & Order Form (this "Order") indicates an order for the provision of Staffing and associated Services by INLAND EMPIRE HOMECARE LLC dba Nurse Billboard (**Nurse Billboard**) for \_\_\_\_\_ ("**Facility**") and its subsidiaries listed on Appendix B attached. This Order is made in accordance with the NURSE BILLBOARD Terms of Service ("**Terms**"), which are available on the website.

The meanings of capitalized phrases used in this Order that are not specified are detailed in the Terms. This Order is not binding unless and until all parties sign it.

AGREED – PER TERMS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

## RECITALS

**1-** Parties agree to indemnify each other and their respective affiliates and subsidiaries, as well as each of their respective officers, directors, employees, and agents (of either party) from losses, liabilities, and damages, as well as related costs and expenses (including reasonable attorney fees), arising or resulting from, or in connection with, any actual or alleged or threatened claim against an indemnified party arising out of the other party's gross negligence or willful misconduct or The other party's breach of this Agreement, or when NURSE BILLBOARD indemnified Parties seek indemnification only, for acts or omissions of Nurse Billboard Staff while providing Professional services.

**2-** Regardless of your location, the Terms and all aspects of the Services will be governed and construed in accordance with the laws of the United States of America and the State of California governing Contracts entered into and fully performed in California (i.e., without regard to conflict of law provisions). These Terms are exempt from the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any legislation implementing these treaties.

You agree not to begin or pursue any action elsewhere than in the state courts situated in Riverside for any Disputes that are not subject to informal dispute settlement or mandatory arbitration in line with our Terms of Service, and hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to, venue and jurisdiction in such courts.

**3-** INLAND EMPIRE HOMECARE LLC dba NURSE BILLBOARD is a company duly authorized, licensed and insured to recruit, place and supply healthcare professionals, workers and paraprofessionals (herein referred to as to as "STAFF"), on a long-term assignment or temporary basis, to different Facilities, nursing homes, and other healthcare settings.

**4-** The Facility needs STAFF on a temporary basis, subject to availability, and FACILITY agrees to billing rates & fees outlined in APPENDIX A - Credentials & Billing Rates.

**5-** The Facility desires to retain the services of NURSE BILLBOARD and accepts the mutual conditions stated above and in the Terms of Service, including but not limited to the following:

- A) Subject to availability, NURSE BILLBOARD will offer STAFF to the FACILITY for the length of this Agreement. NURSE BILLBOARD shall deliver competent, licensed, or certified STAFF to the FACILITY in a timely manner in connection to the desired shift. NURSE BILLBOARD shall give copies of STAFF credentials and documents, Form I-9 with work permits (where applicable) to the FACILITY upon request.
- B) **SERVICE REQUEST** – FACILITY should request service at least 24 hours prior to shift start time. Minimum hours required for each service Order is Four (4) hours.
  - i) **LATE CALL:** If a STAFF is requested by FACILITY Two (2) hours or less prior to shift start time, the FACILITY will be billed at a +50% premium of the Total rate for that shift.
  - ii) **LATE ORDER CANCELLATION:** If a FACILITY changes or cancels an ORDER less than Two (2) hours prior to the shift start time, NURSE BILLBOARD will bill the FACILITY for Four (4) hours of the Invoice Rate for that shift for inconvenience.
- C) **OVERTIME AND HOLIDAY PAY** – Overtime is hours worked in excess of Eight (8) hours per day. All hours worked more than Eight (8) hours or 40 hours per week will be billed at 1.5 times the Invoice Rate. All hours worked in excess of twelve hours (12) per day will be billed at double the Invoice Rate.  
**Recognized Holidays:** - Christmas day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day. Holiday shifts start at after Midnight on the day of the holiday and ends at 23:59pm on the day of the holiday. All hours worked on a holiday will be billed at 1.5 times the Invoice Rate.

**6-** NURSE BILLBOARD must provide the FACILITY with a paper or electronic Invoice (accessible on the website or app) showing the STAFF's weekly work output hours. The FACILITY shall pay INLAND EMPIRE HOMECARE LLC dba NURSE BILLBOARD the whole amount specified on the invoice within three (3) days of receipt of the printed or electronic invoice. The NURSE BILLBOARD shall pay the wages of the STAFF who performed services to the FACILITY as reflected by the Invoice on a weekly basis. It is recognized that timesheets validated by GPS verification on CLOCK IN and CLOCK OUT and/or signed by the FACILITY employee but not REPORTED by FACILITY are authorized and regarded as legitimate for billing purposes.

Any amount payable by FACILITY to INLAND EMPIRE HOMECARE LLC dba NURSE BILLBOARD that is not paid within TEN (10) days of the FACILITY invoice receipt or availability date will carry interest at the rate of 3.5% per month from the due date. If there are unpaid amounts thirty (30) days after the date of invoice receipt, NURSE BILLBOARD may, at its sole discretion, discontinue STAFF from the FACILITY and pause services for the protection of the STAFF, without prejudice to INLAND EMPIRE HOMECARE LLC's right to seek administrative as well as legal remedies to collect outstanding accounts.

**7-** NURSE BILLBOARD, where applicable, will withhold applicable taxes from STAFF payroll and remit the same to the proper government agency.

**8-** NURSE BILLBOARD shall always maintain negligence and malpractice liability insurance coverage with a minimum of \$1,000,000 per occurrence and \$3,000,000 in aggregate.

**9- NON-SOLICITATION OF STAFF** – Both NURSE BILLBOARD and FACILITY agree not to solicit or employ any STAFF or employees of either party, directly or indirectly (including, without limitation, contracting with any third party that employs such STAFF/employee), during the term of this Agreement and for a period of twelve (12) months following its termination. Without limiting other remedies, if either NURSE BILLBOARD or FACILITY violates this article, the violated party is entitled to an instant injunction and the equivalent of twenty-five percent (25%) of such employee's annual wage.

**10-** This Agreement Term will last two (2) years, beginning on NURSE BILLBOARD's initial STAFF start date. A "year" will be defined as any twelve (12) month term for this purpose. A non-performance termination clause allows the FACILITY to opt out of the Agreement if NURSE BILLBOARD does not correct performance after thirty (30) days of written concerns by the FACILITY.

**11-** If any sections are subsequently found to be unenforceable or illegal by law, the other terms will continue in full force and effect and will be interpreted to achieve the Parties' purpose and intent. In such a case, the Parties shall confer and mediate so that their original purpose is as closely as possible met, and those clauses will be changed appropriately.

**12-** Effective implementation of this Agreement will require both Parties to designate person(s) within their organization who will be authorized and responsible for:

- Coordinating STAFF assignments/shifts, scheduling, timesheets
- Sending/Receiving official notices & Invoices

FACILITY agrees that signatures of its approved representatives/employees, along with access to the web or mobile platform's records showing gps clock-in/clock-out verification, are adequate proof that hours and timesheets have been examined and are correct and legitimate for billing purposes. Also, Staff reported by the facility will be investigated by NURSE BILLBOARD to determine if & how much invoice pay liability the FACILITY is due and will be automatically applied or subtracted from that shift's total invoice amount.

As a result, FACILITY recognizes that the signature or permission of its employees or representatives enables INLAND EMPIRE HOMECARE LLC dba NURSE BILLBOARD to charge FACILITY for hours performed by STAFF and invoice received by Facility is considered valid & approved for billing purposes. If any authorized representative leaves the organization, both FACILITY and NURSE BILLBOARD agree to notify the other party in writing. All transactions involving the representative are binding and valid until such notice.

**13-** The failure of any party hereto at any time to compel performance of any provision of this Agreement by the other party shall not affect that party's right to require performance of that provision by the other party. Any waiver of any breach of any term of this Agreement by any party hereto shall not be considered as a waiver of any subsequent or continuing breach of such provision, a waiver of such provision, or a waiver of any right under this Agreement.

**14-** Before resorting to arbitration or judicial action, NURSE BILLBOARD and FACILITY agree to resolve any disagreement or claim arising out of this Agreement or any consequent transaction. If there are any mediation fees, they will be paid evenly among the parties concerned. If a party initiates an arbitration or court action based on a dispute or claim to which this paragraph applies or implies without first attempting to resolve the matter through mediation, that party will not be entitled to recover attorneys' fees, even if they would otherwise be recoverable in any such arbitration or court action.

NURSE BILLBOARD and FACILITY agree that any legal or equitable dispute or claim arising out of this Agreement that is not addressed via mediation will be handled through binding arbitration in accordance with the rules of any nationally recognized dispute resolution agency. The parties expressly agree to be bound by the arbitrator's ruling (s). The parties also agree to split the arbitration costs evenly.

The Parties agree that if any legal action, arbitration, or other proceedings are brought to enforce this Agreement or because of an alleged dispute, breach, default, or misrepresentation about any provision of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees in the legal action, arbitration, or other proceedings.

**15-** In accordance with 42 U.S.C. 1395x(v)(1)(I) and the regulations promulgated thereunder, NURSE BILLBOARD and its subcontractors will make available, upon written request of FACILITY, the United States Secretary of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, until the expiration of four (4) years after the provision of services under this Agreement. If NURSE BILLBOARD is asked to turn over any books or information related to this Agreement for audit or investigation purposes, NURSE BILLBOARD will advise FACILITY of the nature and scope of such demands.

In witness whereof, the Parties have hereunto set their hands on the date and place first written above.

_____ Signature	_____ Print Name, Title	_____ Date
_____ Signature	_____ Print Name, Title	_____ Date

## **APPENDIX A - CREDENTIALS AND BILLING RATES**

### **CREDENTIALS:**

- A valid license or certification that is in good standing with the State in which the Facility is located, appropriate to the applicable level of nursing care
- Staff shall Not be listed on OIG Excluded individuals database or SAM lists.
- Current CPR certification
- Health Clearance within 12 months or Hire
- TB test (Annual) clearance
- Dementia & Alzheimer's training as required by law
- Criminal Background check & National Sex Offender Registry Clearance
- Professional Reference Check clearance

### **BILLING RATES & TERMS:**

Facility clients shall choose desired Hourly Invoice Rate by staff Role per shift. The billing rates below are the MINIMUM rates allowed on Nurse Billboard by staff Role.

#### ☐ ***STAFFING RATES***

STAFF ROLE	NORTHERN CALIFORNIA	SOUTHERN CALIFORNIA	NEVADA
HomeCare Aide/Sitter	\$33.00	\$33.00	\$32.00
CNA	\$36.00	\$35.00	\$35.00
LVN/LPN	\$55.00	\$55.00	\$52.00
RN	\$95.00	\$92.00	\$85.00

SOUTHERN CALIFORNIA COUNTIES COVERAGE: SAN DIEGO, LOS ANGELES, ORANGE, RIVERSIDE/SAN BERNARDINO

NORTHERN CALIFORNIA COUNTIES COVERAGE: SANTA BARBARA, VENTURA, SAN FRANCISCO, FRESNO, SACRAMENTO

#### ☐ ***ONBOARDING SUPPORT PACKAGES*** - (These Fees will be charged as a single separate invoice).

Facility clients shall be charged a *ONE-TIME* onboarding fee as outlined below per facility.

FACILITIES QUANTITY	FEES PER FACILITY
SELF ONBOARDING (Video Guidance)	FREE
1-5 FACILITIES	\$500.00
> 5 FACILITIES	\$250.00

☐ **TECHNICAL SUPPORT PACKAGES** - (These Fees will be charged as a separate invoice monthly).

SUPPORT TYPE	MONTHLY RATES (Per FACILITY)
ONLINE SUPPORT	FREE
DIRECT SUPPORT	\$100.00

☐ **USAGE CAPACITY & MESSAGING RATES** - (These Fees will be a separate invoice monthly).

FACILITIES QUANTITY	MONTHLY RATES (Per FACILITY)
1-5 FACILITIES	\$150.00
> 5 FACILITIES	\$100.00
> 20 FACILITIES	\$75.00

**PLACEMENT FEES FOR CONVERSIONS** - (These Fees will be charged as a separate invoice monthly):

A placement fee will be billed to the FACILITY for any NURSE BILLBOARD STAFF hired directly by the FACILITY. The fee will be based upon the annual salary negotiated at the time of Staff hire. NURSE BILLBOARD will charge a 25% Conversion Fee based on the annual salary of the healthcare Staff.

**Payment Methods** (Processing Fees will be charged as a separate invoice monthly)

- ACH Auto-Pay; Due date (0% Fee)
- ACH Auto-Pay; Net 10 (1% Fee)
- ACH; Net 10 (2% Fee)
- ACH; Net 30 (3% Fee)
- Check; Net 30 (3.5% Fee)

In witness whereof, the Parties have hereunto set their hands on the date and place first written above.

_____ Signature	_____ Print Name, Title	_____ Date
_____ Signature	_____ Print Name, Title	_____ Date