

## UMS FACILITY AGREEMENT

This UMS Staffing Agreement (“Agreement”) is entered into by and between (collectively referred to herein as “Client”) and Unique Med Services, LLC. (collectively referred to herein as “Agency”), on for the purposes of using Healthcare Professionals to provide professional services at Client’s facility(ies).

- 1) **DESCRIPTION OF SERVICES.** Agency will use its best efforts to provide qualified Healthcare Professionals as requested by Client, and in accordance with Client’s specifications, for staffing of Client’s facility (ies). Exhibit A set forth these specific services to be furnished by Agency, together with current fees for these services.
- 2) **HEALTHCARE PROFESSIONAL QUALIFICATIONS.** Agency will provide Client with qualifications of the Healthcare Professionals presented as candidates including completed Agency application and Agency skills checklist. While UMS itself does not require that you have the Covid-19 vaccine, there are many states and facilities that do. Facilities will include this requirement in their Screening List, and it is your responsibility to thoroughly read shift details to ensure you are in compliance.
- 3) **SHIFT DURATION.**
  - a. **UMS Agency Staffing**

UMS Agency Staff, Client agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If an employee is canceled with less than a two (2) hour notice and/or arrives for their scheduled shift, Client agrees to pay them for (4) hours or keep them for four (4) hours and pay them for (4) hours.

B. Facility will be able to DNR an Healthcare professional for 6-12 months.

C. If you work with an expired license or certification and a facility notice, you will be responsible for any consequences the facility may bring to your attention. Occasionally facilities have urgent shifts that need to be filled last minute, which are labeled **URGENT**. When shifts are labeled **URGENT**, the facility will pay you for the whole shift if you clock in within an 1 hour after you book the shift.

UMS is not responsible for any shift that is not scheduled in the UMS App, and we do not allow facilities to post shifts after they have been worked.

If a facility wants a clinician to work a UMS shift, it **MUST** be posted, requested, and scheduled in the App before the clinician works the shift.

There is no block booking, priority booking nor same facility booking because you are an agency employee not an facility employee. (If you want to continuously work for the same facility you are more than welcome to apply directly to the facility to work).

If this official process is not followed and a clinician works a shift for a facility that is not in the App, the facility is responsible for paying the clinician as a 1099 employee out of their own payroll.

UMS does not tolerate no-call no-shows (NCNS).
- 4) **FIRST REFERRING AGENCY.** If Agency is the first staffing provider to submit a Healthcare Professional’s profile (either verbal or written) to Client for consideration, Client will accept that Healthcare Professional for employment only through Agency. Client shall interview the Healthcare Professional within seventy-two (72) hours of notification and/or provide Agency with two (2) to three (3) dates and times at which Client can interview Healthcare Professional by conference call.
- 5) **COMPENSATION TO AGENCY.** Clients shall have an authorized representative report all hours worked per week by Healthcare Professionals, via timesheets or other agreed upon documentation, by app, fax or email to Agency no later than the next Monday at noon Eastern Standard Time. Agency will invoice and/or auto withdraw from Clients funds balance for services rendered based on timesheets or other documents as agreed upon and signed by both Client and Healthcare Professional evidencing work performed under this Agreement in accordance with the Schedule of Rates outlined in this Agreement. Agency may impose a finance charge of eighteen (18) percent per annum to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful interest amount, the interest due will be the rate permitted by state law. In the event that the Company must institute legal action to collect any outstanding amounts, Client agrees to pay all of the Company’s costs of suit, including reasonable attorneys’ fees. The Client is responsible for paying the clinician as a 1099 employee out of their own payroll. A \$5 to \$10 UMS agency fee per hour will be added per shift completed. Facilities may choose to add a bonus to a shift, but that is completely up to their discretion.

**PAY RATE SUGGESTIONS:**(These suggested rates are guaranteed coverage for your units in need)

|                              |              |
|------------------------------|--------------|
| CERTIFIED NURSING ASSISTANT  | \$25 or more |
| PATIENT CARE TECHNICIAN      | \$25 or more |
| PHYSICAL THERAPIST           | \$25 or more |
| OCCUPATIONAL THERAPIST       | \$25 or more |
| ELECTROCARDIOGRAM TECHNICIAN | \$28 or more |
| LICENSED PRACTICAL NURSE     | \$35 or more |
| RESPIRATORY THERAPIST        | \$45 or more |
| REGISTERED NURSE             | \$55 or more |
| NURSE PRACTITIONER           | \$80 or more |

- 6) **TERMINATION OF SHIFT.** Client recognizes that any Healthcare Professional can only be terminated by the Agency. The assignment of a Healthcare

Professional will be terminated by the Agency after the Client provides in writing, including appropriate documentation, that the Healthcare Professional committed an act of professional negligence, engaged in substance abuse or engaged in other conduct that is a breach or neglect of duty. If the client cancels the shift less than 2 hours notice the facility will charge 4 hours pay to UMS and the clinician.

For any reasons other than those listed above, clients can DNR immediately for clinician. you will be DNR'd for 14 days during investigation between the client and clinician, then 6 months(DNR6) or 12 months(DNR12) depends on the circumstances

if necessary. Clients cannot DNR clinician again right after the 6 or 12 month DNR is up.

- 7) **MEDICARE ACCESS.** In compliance with Section 420.302 (b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the services provided under this agreement, Agency will make available to the Secretary, United States Department of Health and Hospital Services, the United States Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
- 8) **RELATED ENTITY.** Client understands and acknowledges that the Agency may designate additional subsidiaries and affiliates as parties to this Agreement upon provision of written notice to Client. Client further acknowledges and understands that Client shall only have recourse for any and all claims relating, directly or indirectly, to the Agreement, including but not limited to the services performed under this Agreement by a Healthcare Professional, against the particular Agency that is responsible for placement of the Healthcare Professional for the particular assignment of issue.
- 9) **FLOATING.** Client agrees to float Healthcare Professionals in rotation with Client's own staff and only in accordance with Client's own floating policies as well as the clinical experience of the Healthcare Professionals being asked to float and limited to the Client's facility of original assignment. Client confirms that Client's policies on floating comply with current JCAHO standards, including the provision of an appropriate orientation to the new unit.
- 10) **NONDISCRIMINATION AND SEXUAL HARASSMENT POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against healthcare professional or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation or any other status or condition protected by applicable Federal, State or Local laws. Client agrees that it prohibits and will prohibit the sexual harassment of Healthcare Professionals placed pursuant to the terms of this Agreement.
- 11) **COMPENSATION OF HEALTHCARE PROFESSIONAL AND TIME REPORTS.** Agency has responsibility for all compensation of Healthcare Professionals working at Client's facility (ies) under this Agreement, including payment of wages and obligations imposed on employers by Federal, State and/or Local laws and regulations, as well as the comprehensive benefit program then offered by Agency. If a Healthcare Professional does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for these hours. Agency will obtain and keep on file all documentation required by the United States Immigration and Naturalization Service to prove legal status of eligibility to work and reside in the United States.

Facilities have 12 hours to adjust their shift report after a clinician completes their shift report. If the facility has not confirmed the shift report within that time frame, it will automatically be verified to ensure that clinicians are paid in a timely manner.

- 12) **REGULATORY COMPLIANCE.** Client shall provide training and provisions for personal protective equipment (PPE), engineering, housekeeping and workplace controls, including but not limited to: PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant, leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites, and laundering requirements; treatment of staff, to include Healthcare professional, in the event of exposure incidents.
- 13) **NON-SOLICITATION.** Client agrees, during the term of this Agreement, and for a period of twenty-four (24) months following the termination of this Agreement, they will not solicit, hire or offer employment to Agency's employees or representatives directly or indirectly or through another agency. 15) **INDEMNIFICATION.** Client and Agency agree to indemnify and hold each other harmless against any and all claims, losses, damage or expenses arising from the sole, negligent, or willful misconduct of their respective representatives.
- 14) **INSURANCE AND SAFETY LAWS.** At Client's request, the Agency will provide general liability or professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Healthcare Professional's shift under Client's supervision. While Agency will give each Healthcare Professional a safety standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, and other safety issues, Client will also provide each Healthcare Professional with all necessary site-specific training and orientation which may be required by Federal, State and/or Local laws or rules. Further, clients will only assign Healthcare Professionals to work in the clinical specialty areas in which they are professionally qualified and oriented to work.
- 15) **TERMINATION OF AGREEMENT.** Agreement will continue in effect until either party gives the other party thirty (30) days written notice of its desire to terminate. In that event, all Healthcare Professionals currently confirmed for a shift, or at work on a shift, will be permitted to complete their shifts, according to the terms of this Agreement. This Agreement shall a under this Agreement shall not be transferable, by assignment or otherwise, by you and any purported assignment, transfer or delegation thereof by you shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of Agency's assets, any corporate successor to Agency or any assignee thereof.
- 17) **DISPUTES.** Should any dispute arise regarding the interpretation or enforcement of the terms of this Agreement, which cannot be resolved to the satisfaction of both parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The parties shall attempt to agree upon a neutral third party to arbitrate the dispute and, should that effort fail, request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. A coin toss, or some other acceptable random method, shall be used to determine who shall have the first strike. The panel of arbitrators will be selected from Allegheny County, Pennsylvania and the hearings will be held in Allegheny County, Pennsylvania. The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the parties. All other costs associated with the arbitration shall be borne by the party incurring the cost.
- 18) **ENTIRE AGREEMENT.** This Agreement and any attached Documents, represents the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both Client representative and Agency CEO. No other document shall be deemed to modify any terms of this agreement unless explicitly stated in writing to do so and signed by both Agency CEO and Client representative. The Client represents they have read and understand the terms of this Agreement, has had an opportunity to ask questions and to seek the assistance of legal counsel, regarding these terms, and is not relying upon any advice from the Agency in this regard.
- 19) **ACCOUNTABILITY AND RESPONSIBILITY.** Clinicians are accountable and responsible for any actions they take under their license, whether inside or outside of facilities they are assigned to. That includes malpractice, neglect, abuse of any kinds, stealing or any other illegal situations. UMS is not accountable and responsible for any actions clinicians take at facilities they assign for themselves to through the mobile app.
- 20) **TERMS and POLICY Changes**  
Agreement, Terms and policies may change in the future. Please watch for any emails from Unique Med Services for any changes and/or updates.
- 21) Terms and conditions of agreement are subject to change.