

**SERVICE AGREEMENT JOINT COMMISSION AND
COMPLIANCE WITH HEALTHCARE**

I. COMPLIANCE WITH HEALTH CARE PROVIDER REQUIREMENTS

A. Vendor will provide to Contractors copies of any Standards of Conduct, Compliance Programs, or other rules or policies that Company provides to Vendor in advance and expects Contractor to follow. Company acknowledges that Vendor is not onsite when Contractors are providing services and therefore cannot guarantee their performance and shall not be vicariously liable for their acts, omissions, negligence, or misconduct while performing services under this Agreement.

B. If Company so desires and provides the necessary orientation materials, Vendor shall make reasonable efforts to distribute the materials to the direct hire candidates, Contractors, and other necessary employees who have a need to know, at no charge; provided, however, that it is ultimately the responsibility of Company to ensure that all necessary and desired materials are received by all such individuals. Company shall pay the normal Billing Rates for any and all orientation or training that Company requires for any Contractor.

C. Vendor is certified by The Joint Commission for Health Care Staffing (the "Joint Commission"), and its certification is active and in good standing. Vendor follows Joint Commission approved policies and procedures for processing new hires for Vendor. Company shall ensure that Contractors are compliant with OSHA, HIPAA, Infection Control, Cultural Diversity and National Patient Safety Goals.

D. Company shall ensure that all Contractors adhere to the Joint Commission Standards in regards to patient abuse and neglect and that all Contractors have a duty to stop abuse that they may witness and immediately report it to Company leadership (Administrator, DON or Charge Nurse) without ramifications.

II. NO RETALIATION

A. Neither Company nor Vendor will discriminate or retaliate against any Contractor for reporting or for threatening to report a violation or a suspected violation of law (whistleblower).

III. JOINT COMMISSION STANDARDS FOR HEALTH CARE STAFFING SERVICES

A. Vendor is committed to providing a higher standard of service and to supporting Company's ability to deliver of safe, quality patient care. Vendor complies with the Joint Commission's Standards for Healthcare Staffing Services. To outline compliance with the Joint Commission Standards for Healthcare Staffing Services, Vendor provides the Company with a written description of the service features set forth below. For purposes of this Article III, the term "Assigned Provider" shall mean the same as "Contractor."

B. Subcontractors: Vendor will not engage subcontractors to provide Assigned Providers unless agreed in advance by the Company.

C. Floating: Assigned Providers may only be placed in assignments that match the job description for which Vendor provides them; if an Assigned Provider is asked to float to another

department with the Company, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Assigned Providers should only be floated to areas of comparable clinical diagnoses and acuities.

D. Competency Review: It is the responsibility of Vendor to conduct and finalize the pre-employment assessment of the Assigned Provider's competence based on the techniques, procedures, technology, and skills needed to provide care, treatment and services to the populations served by the Company.

- i. It shall be the responsibility of the Company to cooperate in a review or evaluation of each Assigned Provider, relative to the Assigned Provider's ability to perform specific job functions upon completion of the Assigned Provider's assignment or shift. Vendor relies on the Company's feedback to accurately assess and re-assess the competence of the Assigned Provider on an ongoing basis, based on the Company's report of clinical performance.

E. Orientation of Providers: Vendor will provide all new Assigned Providers with an orientation of the Company's policies and procedures. It shall be the responsibility of the Company to orient Assigned Providers to the facility, relevant unit, setting, rules and regulations of facility, and acquaint them with facility policies and procedures. These may include but are not limited to dress code, physical layout, equipment, and the use of said equipment. It is also the Company's responsibility to evaluate providers competency with any skills or equipment usage to complete the assigned tasks.

F. Providers and Independent Contractors: As the provider of staffing services, Vendor will be the employer of Assigned Providers. Assigned Providers are contracted to the Company and are not its employees. At its sole discretion Vendor reserves the right to utilize independent contractors, in addition to Assigned Providers, to assist in the provision of all agreed upon Healthcare Supplemental Staffing services.

G. Incident, Error, Tracking System: Upon notification of Incidents and or Errors, Vendor shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered, tracked and analyzed is to be shared and reported appropriately to Company, regulatory bodies and the Joint Commission as required.

H. Communicating Occupational Safety Hazards/Events: It shall be the responsibility of the Company to notify Vendor within 24 hours of an event, known safety hazards, any competency issues, incidents, and/or complaints related to the Assigned Provider. Additionally, Company agrees to initiate communication with Vendor whenever an incident/injury report related to the Assigned Provider is completed.

I. Requirements for Staff Specified: The requirements of staff sent to the Company by Vendor are to be determined by the Company as part of the written agreement between the two parties. It is the Vendor's obligation to comply with the requirements of the Company by supplying Assigned Providers that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the Company.

J. Conflicts of Interest: Vendor, the best of its ability, will seek to identify conflicts of interest. Vendor will disclose all known, relevant conflicts of interest to Company. Vendor annually reviews its

relationships and its healthcare providers' relationships with vendors, clients, competitors, and regulatory entities to determine conflicts of interest.

- i. When conflicts of interest arise, Vendor will disclose this conflict of interest when appropriate to whichever client may be involved or affected. Vendor enforces that internal employees of Vendor are not permitted to maintain additional employment, accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with Vendor, unless approved by the client involved or potentially involved.

K. Staff Matching Requirements: Vendor shall verify the Assigned Provider's licensure, certification, education, and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment.

- i. Matching the Assigned Provider's licensure, certification, education, and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of new grad practitioners upon the request or approval of the Company.

L. Hours and Locations: The Vendor office, located in Dayton, OH, is open Monday through Friday from the hours of 8:00 a.m. – 5:00 p.m. ET. Vendor's local telephone number is (937) 228-7007. Outside of normal business hours, in the event of an emergency, Vendor may be contacted at (937) 228-7007.

M. Emergency Management Plan: In the event of an emergency, natural disaster or other uncontrollable event, Vendor will continue to provide service to Company through Vendor's corporate network from a location where phones and computers are functional. Vendor will do everything reasonably possible to support Company in meeting its needs during crisis situation(s). A copy of Vendor's Emergency Management Plan is available upon request.

N. Vendor's goal is to always provide its clients with a consistent level of service. If for any reason Company is dissatisfied with Vendor's service or the service provided by one of Vendor's healthcare professionals, Company is encouraged to contact the local manager to discuss the issue. Vendor has processes in place to resolve Company complaints in an effective and efficient manner. If the resolution does not meet Company's expectations, Company is encouraged to call the Vendor corporate office at (937) 228-7007. A corporate representative will work with Company to resolve any concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by Vendor healthcare professionals, which has not been addressed by Vendor management, is encouraged to contact the Joint Commission at www.jointcommission.org. Vendor demonstrates this commitment by taking no retaliatory or disciplinary action against providers when they do report safety or quality of care concerns to the Joint Commission.

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