

Staffing Agreement

THIS AGREEMENT made as of _____ by and between Total Medical Personnel Staffing, LLC, an Oklahoma limited liability company "Provider", Nationwide Nurses, LLC, an Oklahoma limited liability company "Provider", and, OK to Care Senior Community hereto after referred to as "Client".

WHEREAS, Total Medical Personnel Staffing, LLC, and Nationwide Nurses, LLC are engaged in the business of providing temporary and direct hire placement services; and WHEREAS, Client desires to memorialize its Agreement to engage either or both companies to provide temporary help for Client at its facility. NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF TOTAL MEDICAL PERSONNEL SERVICES

- 1.1 Scope of Work: Provider shall supply to Client the services of Provider's employees on a temporary basis ("Temporary Employees") as requested by Client. Client shall use the services of Provider for the job categories set forth on Exhibit C, a copy of which is attached hereto and incorporated herein, at Client's facility in Oklahoma.
- 1.2 Selection and Background Checks: Provider shall recruit, interview, test, screen and orient all Temporary Employees to be assigned to Client's facility prior to their assignment at Client. Provider will complete an OSCN criminal background check on all personnel at no charge to Client.
- 1.3 Training: Provider can provide customized training programs for the Temporary Employees assigned to Client. Such training can be conducted at Provider's or Client's offices. Payment for such training shall be made by Client as mutually agreed upon.
- 1.4 Substance Abuse Testing: Provider shall at its own expense arrange for the substance abuse testing of any Temporary Employees assigned to Client's facility believed to be under the influence while performing duties at Client's facility.
- 1.5 Payroll: Provider agrees to assume full responsibility for paying the Temporary Employees, withholding, and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers' compensation proceedings involving Temporary Employees.
- 1.6 Bill Rates: The parties agree that provider may adjust rate as necessary in order to ensure that Provider continues to be able to recruit and retain high quality employees. Provider will give 30 days' written notification of any changes to the contract. Bill rate adjustments may be either sent via email, digital signing services such as DocuSign, hand-delivered, or by certified mail.

2. DUTIES OF CLIENT

- 2.1 Payment for Services: Provider will invoice Client weekly for temporary or payroll services provided in accordance with this Agreement. Payment shall be due upon receipt of the invoice. For the first 90 days of the provider servicing the client with personnel, payment will be due in 7 days. A late fee of \$35 per invoice will be assessed for each 7-day period the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 30 days, each party accepts responsibility for attorney fees associated with the litigation and collection of past dues invoices.

After 90 days of service, if all invoices are current, the client can request to modify their payment terms to be paid within 30 days. If accepted by both parties, then payment will be due in 30 days. A late fee of \$35 per invoice will then be assessed for each 7-day period when the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 60 days, Client agrees to pay all legal fees and expenses; including court costs and attorney fees associated with the litigation and collection of past dues invoices.

2.2 Guarantee Hours:

- If Client retains any Total Medical Temporary Employee for a period of at least four (4) hours and fails to advise Provider of any complaints regarding the Temporary Employee; Client is responsible for paying all monies due for services performed by the Temporary Employee.
- Nationwide Nurses Travelers are contracted with a Minimum Weekly Hour Guarantee which will be outlined in the Traveler Confirmation document. Client agrees to pay for all guaranteed hours, including hours client cancels. In the event a Traveler cancels hours, client will not be billed for those hours. Client is responsible for paying all monies due for services performed by the Traveler.

2.3 No Payroll Transfers: Client acknowledges that Provider has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to Temporary Employees, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the Temporary Employees constitute trade secrets of Provider. Accordingly, Client agrees not to directly or indirectly utilize, offer to hire, hire or engage as an independent contractor Temporary Employee assigned to Client by Provider during any such assignment and for a period of 180 days after completion of such assignment, except through Provider. Client also agrees not to permit Total Medical Temporary Employee to work on Client's premises through any other firm. Client shall immediately notify Provider in writing of the completion or termination of a Temporary Employee's assignment.

2.4 In the event Client recruits a Provider's employee, Client agrees to one of the two options. The third option is a program that allows the Provider to assist the Client with hiring of hourly positions:

1. Direct Hire Program: **See Exhibit B**
2. Temp to Hire Program: **See Exhibit B**
3. Payroll Program: **See Exhibit D**

2.5 Limitation on Duties: Client agrees that it will not entrust Temporary Employees with unattended premises, cash, checks, negotiable instruments, or other valuables without the prior written agreement of Provider, and then only under Client's direct supervision.

2.6 Equal Employment Opportunity: Client acknowledges that Provider is an Equal Employment Opportunity employer, and agrees that it shall not harass, discriminate against, or retaliate against any Temporary Employee because of his or her race, national origin, age, sex, disability, marital status or other category protected by law, nor shall client cause or request Provider to engage in discrimination.

2.7 Time Sheets: Client's signature on Provider's time sheet certifies that the hours shown are correct, that the work was performed to the Client's satisfaction and authorizes Provider to bill Client for the hours worked by the named Temporary Employee. Client agrees that the representative who signs this Agreement is authorized to do so, that Provider may rely upon that signature as binding upon Client, and that time sheets submitted by facsimile transmission shall be accepted as valid for billing purposes.

2.8 Workplace Safety: Client agrees to supply a safe and suitable workplace for Temporary Employees and shall be solely responsible for complying with applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions.

3. INDEPENDENT CONTRACTOR

3.1 The services which Provider shall render under this Agreement shall be as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationship of principle and agent, or employer and employee, between Provider and Client.

4. INSURANCE COVERAGE

- 4.1 Provider shall provide workers' compensation insurance coverage for the Temporary Employees, but Client retains the right to direct and control the work of the Temporary Employees. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving the Temporary Employees assigned to Client's facility.
- 4.2 Provider shall furnish professional liability insurance for Provider, its agents, and Personnel, with a liability limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement.

5. CONFIDENTIALITY

- 5.1 Client's Confidential Information: Provider acknowledges that it, its staff employees, and the Temporary Employees may be given access to or acquire information which is proprietary to or confidential to Client or its affiliated companies and their customers. Any and all such information obtained by Provider, its staff employees and the Temporary Employees shall be deemed to be confidential and proprietary information. Provider agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than providing of services to Client. Provider agrees to advise each of its staff employees and agents and the Temporary Employees of their obligations to keep such information confidential, and to require the Temporary Employees to enter into Confidentiality Agreements for the protection of Client.
- 5.2 Provider Confidential Information: Client acknowledges that during Provider's performance under this Agreement, Client may be given access to or acquire sensitive and Confidential Information of Provider as defined below, all of which provides Provider with a competitive advantage and none of which is readily available. That Provider expressly acknowledges that the detention center is subject to inspection by regulatory entities who may be provided with any information. Client agrees that it will use due care to prevent any unauthorized use or disclosure of such information (except under the authority of Provider or if ordered to do so by a Court of competent jurisdiction) obtained during the term of this Agreement for any reason or purpose. As used herein, Provider Confidential Information means: all information regarding Provider's Temporary and staff employees, including but not limited to their names, home addresses, telephone number, skills, qualifications, evaluations, related information.

6. COOPERATION

- 6.1 The parties agree to cooperate fully and to provide any assistance necessary to the other party in the investigation of any complaints, claims, actions, or proceedings, which may involve or relate to Client, Provider or any Temporary Employee. The parties agree to promptly provide each other with copies of any summons, notices, subpoenas or other legal documents that involve or relate to Provider or any Temporary Employee assigned to Client.

7. TERM AND CANCELLATION BY EITHER PARTY

- 7.1 The term of this Agreement will be for one (1) year and thereafter will continue from year-to-year, and automatically renew annually until cancellation by either of the parties hereto upon thirty (30) days' written notice to the other. In addition, TMPS will have the right to immediately terminate this Agreement without cause at any time.
- 7.3 In the event the other party declares or becomes bankrupt, insolvent or discontinues operations, either party may terminate this Agreement upon 48 hours written notice. Provider reserves the right to discontinue assignment due to Client's failure to make timely payments as required by this Agreement.

8. MISCELLANEOUS

- 8.1 No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. No waiver of any provision of this Agreement will be implied from any course of dealing between the parties hereto. Any written waiver shall be effective only in accordance with its express terms and conditions.

- 8.2 Any provision or clause hereof which may be invalidated as prohibited by law shall be ineffective to the extent of such illegality; however, this shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
- 8.3 This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof and may be modified any in a writing executed by the parties.
- 8.4 To the extent necessary to provide Provider with the full and complete benefit of this Agreement, the provisions in this Agreement and the obligations of the Client hereunder shall survive the termination of this Agreement and shall not be affected by termination.
- 8.5 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 8.6 There shall be no assignment or transfer of this Agreement, nor of any interest in this Agreement, unless by mutual consent of both parties in writing.

9. REMEDIES FOR BREACH

- 9.1 **Actions:** Client and Provider irrevocably consent and agree (and waive all rights otherwise) that jurisdiction and venue for any dispute or controversy arising between them or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character shall lie in the Oklahoma County District Court of Oklahoma County or, in the case of federal jurisdiction, the United States District Court for the Western District of Oklahoma. The parties hereby agree and consent to waive trial by jury in any action or proceeding between the parties; and to accept service of process in accordance with the notice provisions set forth in this Agreement. This Agreement shall be interpreted and construed under and governed by the laws of the State of Oklahoma, without giving effect to any principals of conflicts of law.

10. CLIENT OBLIGATIONS:

- 10.1 The Client shall utilize assigned Personnel for the specific need requested. Client agrees that if assignment or locations are changed to contact Provider immediately.
- 10.2 It shall be the responsibility of the Client to furnish Provider with Client information and policies pertaining to those items for which they will be accountable so that orientation of supplemental Personnel may be given.
- 10.3 Client staff supervisors will assist Client, on a continuing basis, with evaluation of Provider Personnel by providing performance information and/or access to clinical areas for observation by the Provider clinical director.
- 10.4 Client shall allow Personnel utilized by the Client to attend on their own time, appropriate Client staff development programs and training at the same cost as charged Client employees for such training.
- 10.5 Client will immediately inform Provider of any problems or incidents regarding Provider's Personnel and provide copies of all documentation regarding same within twelve (12) hours of such problems or incidents.
- 10.6 Client will reimburse Provider for four (4) hours of Personnel service should Client cancel requested Personnel for a shift less than two (2) hours before said shift is to begin. Client reserves the right to utilize the Personnel for their services for a minimum of four (4) hours. Client also understands that provider has a minimum four (4) hour shift, any shift scheduled less than four (4) hours will be billed a minimum of four (4) hours.
- 10.7 It is considered a late call when the Client calls for Personnel less than two (2) hours before a shift is to begin. If the associate arrives late for the shift, the Client will be billed the full shift, and the Personnel paid a full shift. Any additional hours that Personnel acquire beyond the shift will be billed to the Client and paid to Personnel.
- 10.8 Agree and sign the "Hold Harmless" agreement as found in Exhibit A

11. PROVIDER OBLIGATION:

- 11.1 As required by law, Provider agrees not to discriminate in the treatment of Personnel based on race, creed, color, national origin, gender, age, disability, citizenship status, or veteran status.

11.2 Upon request by Client, Provider will assign as many such requested Personnel as are available for such assignments. Provider does not guarantee at any time that all requests or orders will be filled.

11.3 Provider shall only provide Personnel that meet qualifications and minimum experience for the requested position.

11.4 Provider shall maintain an employee file on each of its Personnel, which shall contain the following:

PRN Personnel:

- i. A completed application which includes skills, specialties, and preferences.
- ii. Employment verification, two references which reflect satisfactory performance.
- iii. Documentation of special education or training.
- iv. Vaccination record, including Hepatitis profile status, TB, rubella.
- v. Verification of current license, registration, or certification, as applicable.
- vi. Dates of employment orientation.
- vii. Job Description and Performance Evaluation where required.
- viii. Pre-employment drug screen.
- ix. OSHA, HIPAA, and Fire Safety (Training and Testing).
- x. Status of CPR and First Aide.
- xi. OK Screen Oklahoma and National FBI fingerprinting and background check.

11.5 Provider shall provide orientation for all new Personnel, which will include facility information furnished by the Client.

11.6 Provider agrees that it will not solicit Client employees for employment with Provider for the term of the contract.

11.7 Provider shall require as a condition of employment that all Personnel comply with all provisions of the licensing law under which she/he is licensed and with the regulations promulgated there under and that all personnel observe, comply with and are bound by all regulations, policies, and procedures of general application to individuals (employed by, under contract with, having medical staff membership or clinical privileges) at the Client as may be adopted and /or amended from time to time during the term of this Agreement, which regulations, policies and procedures may address administrative matters, patient care matters, legal compliance matters and other matters pertinent to Personnel obligations to the Client, including any standards of conduct manual.

12. EMPLOYEE COMPENSATION

12.1 Pay Schedule. Provider's weekly pay period is Sunday 1st shift through Saturday 3rd shift. Provider's pay period is Sunday 1st shift through Saturday 3rd shift. Weekday rates begin on the First (1st) shift on Monday morning thru the Second (2nd) shift on Friday evening. Weekend rates begin on Friday night Third (3rd) shift or 7pm for 12-hour shift rotation through the Third (3rd) shift on Sunday evening.

12.2 Holidays. Holiday rates will be billed at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement. Holiday rates begin on the 1st shift of the holidays listed below through the 3rd shift. The following holidays will be recognized: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Thanksgiving Day, Easter Sunday, Labor Day, Martin Luther King Jr. Day, Memorial Day, and Independence Day.

12.3 Overtime. Client acknowledges and agrees that in the event a non-exempt Temporary Employee works more than forty (40) hours in any work week as set forth in Section 12.1 - Pay Schedule, of this Agreement, that Temporary Employee is entitled to compensation at the hourly rate of time and one half (1- 1/2) for such overtime hours. Client agrees to reimburse Provider for all such overtime payments at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement which Provider pays to its Temporary Employees assigned to Client. In the event a non-exempt Temporary Employee works on a recognized Holiday as set forth in Section 12.2 – Holidays, of this Agreement, and has completed more than forty (40) hours in the work week, Provider will bill up to double time for hours completed in Overtime on a Holiday.

13. AUTHORITY

13.1 The person signing this Agreement on behalf of the Client hereby represents and warrants to Provider that he or she is authorized by the Client to execute this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed by Provider and Client on _____.

PROVIDER:

Total Medical Personnel Staffing, LLC
7017 N Robinson Ave
Oklahoma City, OK 73116

Nationwide Nurses, LLC
7017 N Robinson Ave
Oklahoma City, OK 73116

CLIENT:

By: 
Name: Mike O'Keefe
Title: CEO


By: 
Name: Steven Buck
Title: CHAIR, OK Co Crm Lsnc
Assocy

EXHIBIT A

HOLD HARMLESS AGREEMENT

Unless the client has obtained prior written consent of Total Medical Personnel Staffing or Nationwide Nurses, the client agrees not to ask nor allow any employee of Total Medical Personnel Staffing or Nationwide Nurses to perform any of the following job-related activities:

- a) Drive motor vehicles except as agreed to in job order specifications.
- b) Operate machinery, equipment, or devices of any kind unless the employee is trained and specifically authorized to operate, except for routine office equipment.
- c) Handle cash, jewelry, securities or other valuables of any kind, unless job order specifications require, and Total Medical Personnel Staffing or Nationwide Nurses has provided a bonded employee.
- d) Perform a procedure, treatment, operations, diagnosis, or other medical process for which the employee has not been specifically trained and/or experienced in, and possesses the necessary licenses, certifications, or credentials for.

If this prior written consent is not obtained, the client agrees to waive all rights to make a claim against Total Medical Personnel Staffing or Nationwide Nurses and also agrees to relieve Total Medical Personnel Staffing or Nationwide Nurses from all liability and responsibility for any damage, loss, or expense which the client incurs as a result of Total Medical Personnel Staffing or Nationwide Nurses employee engaging in such activities, and the client further agrees to indemnify and hold harmless Total Medical Personnel Staffing or Nationwide Nurses from and against all claims, damages, bodily injuries, losses and expenses which might be caused as a result of the Total Medical Personnel Staffing or Nationwide Nurses employee engaging in any of these activities.

Furthermore, the client agrees not to expose any of Total Medical Personnel Staffing or Nationwide Nurses employees to unnecessary hazard, or extra hazard, and not to violate any OSHA or safety law, rule or regulation whether federal, state or local. The client may be held liable as a result of their breach of this agreement.



Client Representative Signature

8.07.25

Date



Total Medical Personnel Staffing
Nationwide Nurses

Date

EXHIBIT B

RECRUITING AGREEMENT

Once a Provider Employee works at the Clients facility, the Provider Employee is ineligible to hire on directly with the Client for a minimum of 180 days, after the last shift worked with the Client facility.

Provider Employees are made aware of this commitment prior to their on-boarding, as a condition of employment. Occasionally, a Provider Employee will apply with the Client, without listing Provider as their previous Employer. Total Medical greatly values its relationship with you the Client. To alleviate any potential conflicts with the Client, Provider has 2 employment options for Client to choose from:

1. Direct Hire Program: If Client recruits a Total Medical or Nationwide Nurses employee, Client agrees to reimburse Provider 25% of employee's annual wages.
2. Temp to Hire Program (Advance notice from Client prior to hiring Provider Employee): The moment the Client gives Total Medical notification of the intention to hire Provider's employee, the temp-to-hire clock starts. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.

****In the event client inadvertently extend employment offer to Total Medical Associate, Client agrees to select program 1 or 2 for Total Medical Associate.***


Client Representative Signature

8 Oct 25

Date


Total Medical Personnel Staffing
Nationwide Nurses
Date

EXHIBIT C – Metro Rates

Metro	Mon 7am - Fri 6:59pm	Fri 7pm - Mon 6:59am
RN	\$64.95	\$66.95
RN Charge or Specialty	\$65.95	\$67.95
LPN	\$48.95	\$50.95
LPN Charge or Specialty	\$49.95	\$51.95
C M A	\$33.95	\$35.95
C N A / MHT / Sitter	\$32.95	\$34.95

* See Exhibit B and Section 2.4 of the agreement regarding Recruiting Provider Employees and Buy-Out Terms.

Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$32.95	\$1,318.00	520.00

**Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status.*

Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$20.00	\$800.00	\$41,600.00	25%	\$10,400.00

EXHIBIT D

PAYROLL PROGRAM

Payroll Rates: Associates entering payroll program will be billed at 40% markup of associates pay rate. Client determines associates pay rate.

Benefit cost: The Affordable Care Act requires the provider to offer benefits the first of the month following 60 days of full-time employment with provider. Associates have the choice to either accept or decline the benefits offered.

Recruiting

- a) Support with recruitment for all FT positions
- b) Facilities only interview pre-screened candidates (TMPS) for employment opportunities
- c) Qualified PRN candidates are eligible for 90-Day employment program

Administrative Support

- a) New hire process: Credentials, criminal background verifications and drug screen
- b) Competency skills testing for all new hires and existing employees

Liability Management

- a) Worker's comp, Professional Liability & Unemployment claims
- b) New hires probation period with TMPS

Cost Management

- a) No administrative fees

Pre-Employment Process /Background Check: Submitted through OK Screen Program.

- a) Nationwide background check via fingerprint. Verified through all state and federal agencies including Nurse Aid Abuse Registry
- b) Criminal record – OSCN, OIG, National Sex Offender, Non-OCIS Counties
 - a. Employment Verification
 - b. Worker's compensation history verification

Testing Process Competency Testing

- a) Skills test by position, OSHA/Fire Safety Testing and customized facility testing

Interview Process

- b) EEOC Compliant
- c) Review job description including base pay
- d) Review Benefits Package

****Client may terminate or extend associate's employment at any time due to work performance. TMPS is responsible for Worker's Comp, Prof. Liability & Unemployment claims for Associate's length of employment.***