

## **FAVORITE HEALTHCARE STAFFING, INC. STANDARD TERMS AND CONDITIONS OF SERVICE**

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This document describes the standard terms and conditions for the provision of services by Favorite Healthcare Staffing, Inc. to its clients. In the event any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Favorite Healthcare Staffing, Inc. billing rate letter, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the [www.favoritestaffing.com](http://www.favoritestaffing.com) web site.

### **THE RESPONSIBILITIES OF FAVORITE HEALTHCARE STAFFING, INC.**

It is Favorite Healthcare Staffing, Inc.'s responsibility to:

- Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.
- Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes.
- Match client service requests with Temporary Healthcare Personnel (THPs) who are properly screened and qualified in accordance with our standard hiring practices.
- Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel, either via e-mail or facsimile.
- Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- Comply with all other applicable federal, state, and local laws governing the employer/employee relationship (including, but not limited to wage and hours laws, the Family Medical Leave Act, and the Health Insurance Portability and Accountability Act of 1996 [HIPAA]).
- Maintain a system documenting, tracking and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided.
- Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance on request.
- Not use subcontractors in the usual course of providing staffing services. Subcontracting is only utilized pursuant to management services agreements.
- Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

**THE ROLE OF THE CLIENT**

Our clients agree to:

- Make final determination of the suitability of THP documented competencies and experience as presented by Favorite Healthcare Staffing, Inc. for the designated assignment.
- Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Control, and Fire and Safety.
- Manage Favorite Healthcare Staffing, Inc.' THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify Favorite Healthcare Staffing, Inc. of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs.
- Recognize Favorite Healthcare Staffing, Inc.' policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- Assist Favorite Healthcare Staffing, Inc. with the periodic evaluation of THP job performance.
- Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Favorite Healthcare Staffing, Inc. for actual time worked by the THP.
- File an internal complaint if unable to resolve a problem or complaint at the branch or department level. A copy of our Client Grievance Policy is available on our website at [www.favoritestaffing.com](http://www.favoritestaffing.com) or by calling our corporate office at 800-676-3456. Client may submit a grievance in writing to the corporate office by mail or by email to [favoritejobs@favoritestaffing.com](mailto:favoritejobs@favoritestaffing.com).
- Provide at least two hours notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate.
- Timely and accurately approve an appropriate employee assignment record, sign-in-sheet, etc. reflecting the **actual net time** (i.e. excluding meal breaks, etc.) worked by THP. If the client requires the THP to provide additional information such as nursing notes, narratives, etc., the client approval acknowledges the receipt of such additional information.
- Remit payment for services upon receipt of invoice. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Favorite Healthcare Staffing, Inc.' Accounts Receivable department within 15 days. This notification must be made by one of the following means:
  - By telephone: (800) 676 - 3456
  - By fax: (888) 870 – 6526
  - By e-mail: [accountsreceivable@favoritestaffing.com](mailto:accountsreceivable@favoritestaffing.com)
  - By U.S. mail to: Favorite Healthcare Staffing, Inc.  
Attn.: Accounts Receivable  
7255 W. 98<sup>th</sup> Terr., Suite 150  
Overland Park, Kansas 66212
- Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 60 days from the invoice date.
- Not employ a Favorite Healthcare Staffing's THP either directly or indirectly, for a period of 90 days following the THP's completion of any work assignment in the case of a Per Diem THP, or following 26 weeks of service for a THP who is a Contract Nurse, unless this right is specifically protected in accordance with state and/or local law. If applicable, the client must give Favorite Healthcare Staffing, Inc. notice of intent to hire its THP and observe the waiting period or, in the event the client does not observe these conditions, the client agrees to pay Favorite Healthcare Staffing, Inc. a placement fee in accordance its current published rate schedule. A Contract THP is any THP provided by Favorite Healthcare Staffing, Inc. for whom a confirmation of terms of an assignment of more than 4 weeks in duration has been made by client; otherwise, the THP is considered a Per Diem THP for the purpose of this provision.

**FEES**

Fees for service are those Favorite Healthcare Staffing, Inc. rates in effect for the applicable metropolitan area, classification of employee and area of specialty for the service provided unless otherwise stated in a bill rate letter specifically addressed to the client. Differentials may apply for evening and night shifts, weekends, holidays and charge positions. Services by a THP beyond 40 hours within Favorite Healthcare Staffing, Inc.' work week are billed at one and one half time the regular rate unless other overtime rules apply in accordance with local law. Favorite Healthcare Staffing, Inc.' work week begins Saturday with the 7-3 shift and ends with the Friday 11-7 shift. Weekend rates will begin with the 3-11 shift on Friday and end with the 11-7 shift on Sunday. Clients will receive written notice of any rate changes.