

# GUARDIAN ANGEL STAFFING, LLC

## THE PROFESSIONAL STAFFING

### CLIENT AGREEMENT STAFFING CONTRACT

**This Healthcare Personnel Staffing and Recruitment Services Agreement (hereinafter "Agreement) is entered into between (hereinafter "Client) and Guardian Angel Staffing, LLC (hereinafter "GA"),** because GA is in the business of recruiting healthcare employees and referring them to work in Clients homes throughout the United States and because the client may be in need of Nursing and Allied Healthcare Personnel (hereinafter "Healthcare Personnel") to staff the client, therefore, the client and GA do here agree as follows:

#### **GA's DUTIES to CLIENT include: -**

- To provide Healthcare Personnel, who are employed by GA to the client's home to function as staff for the client.
- To provide Healthcare Personnel to fill the specific position(s) and shift(s) that the client requires and indicates.
- Prior to Healthcare Personnel working for clients. GA will provide RP/client with professional background information on Health Care Personnel. Information to be provided by GA will include the following

#### **Completed application with at least one professional reference:-**

- **Original Copy of State License Verification from the appropriate State Board of Licensure**
- **Copy of Criminal Background Check**
  - **Copy of Child Abuse Clearance, when applicable**
  - **Copy of current CPR certification, and or BCLS**

- Copy of Verification that each Healthcare Personnel has had a least one (1) year of experience in the specialty in which the Healthcare Personnel will be working at the client's home or facility. Copy of Verification that neither GAS nor any referred Healthcare Personnel has been excluded from the Medicare/Medicaid programs through the Office of the Inspector General
- Copy of Urine Drug Screen results, (10 panel) upon request
- Copy of current Physical Exam
- Copy of PPD (annually) or CXR if history of +PPD

**4. Verify United States citizenship and maintain all documents required by the Immigration and Control Act of 1986.**

5. Guardian Angel Staffing, LLC. Is an Affirmative Action/Equal Opportunity Employer. In connection with the performance of work under the Agreement and in accordance with all applicable civil and state laws, not to discriminate against any employee or applicant for employment because of race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, age, sex, veteran status, genetic predisposition, or any other class protected by law. GA shall comply, and shall ensure that GA's employees and independent contractors comply, with a nondiscrimination policies and procedures and all applicable Federal and state laws and regulations in the performance of its duties under this agreement.

6. GA hereby represents and warrants that it is not now, and at no time has been excluded from participation in any Federal healthcare programs, including Medicare and Medicaid. GA agrees to immediately notify Client of any threatened proposed or actual exclusion from participation in any Federal healthcare program, including Medicare and Medicaid. In the event, GA is excluded from participation in any Federal health care program during the term of this Agreement, or if any time after the effective date of this Agreement it is determined that GA is an excluded entity, this Agreement shall automatically terminate.

7. To provide **documentation to residents home** for compliance of JCAHO guidelines, and OSHA **standards** regarding the use of supplemental staff.

8. To assign a **GA representative to be available to client** for consultation as needed.

9. Following receipt of client's documentation of unsatisfactory performance or conduct, GA agrees to dismiss or reassign any Healthcare Personnel. Nothing herein shall interfere or abridge the client's right to immediately suspend and/or terminate any Healthcare personnel for any reason associated with unsatisfactory performance or violation of any client rule or regulation that has been previously provided to GA. 10. HIPAA Policy - As a Business Associate of the client, Guardian Angel Staffing, LLC will agree to safeguard each patient's Personal Health Information (PHI) that has been disclosed to any of GA's internal or external employees through doing business with the client. Guardian Angel Staffing, LLC agrees to accept the minimum necessary PHI necessary to provide healthcare staffing services to the client. Guardian Angel Staffing, LLC Agrees to:

- GA staffing will work directly with each client to customize a plan of care suitable to the needs of preferences of our clients. Each client will be given an opportunity to voice their concerns and recommendations in this process by exercising their right to service.
- The client has the right to be aware that all individuals affiliated with GA staffing are prohibited from assuming the power of attorney or guardianship over the client. The client has the right to know that they are prohibited from endorsing checks over to GA staffing. GA staffing is prohibited from accepting any checks or personal from clients.
- Report improper disclosure of PHI to the client. Identify protocols for PHI that must be retained if and when contract would end and otherwise agree to the return of destruction of PHI at the end of contract period.
- A material breach of the proper handling of PHI would result in termination of the contract, and the client would retain the right to report non-compliance to Health and Human Services (HHS) Agree to make records available to HHS for compliance and to individuals for access and accounting . Provide client with proof that all GA referred employee have received HIPAA training through GA

11. To provide client's orientation packet to all GA Healthcare Personnel prior to Healthcare Personnel's first scheduled assignment at client. Upon request, GA will agree to provide the client with a signed acknowledgment form from Healthcare Personnel stating that he/she has read the information, including facility's code and conduct and understands it in its entirety.

## CLIENT'S DUTIES

- 1.** To notify GA of the number of Healthcare Personnel needed by the client, the proposed starting date for GA Staffing Personnel, and the initial shift and floor assignment for any requested Guardian Angel Staffing Personnel.
- 2.** To notify any appropriate GA representative immediately and provide in writing, evidence of unsatisfactory performance or misconduct of healthcare personnel provided by GA. All shifts scheduled for the individual GA Staffing Personnel would be canceled without penalty to the client.
- 3.** The client agrees to provide GA with written notice of any employee-related incident within 24 hours of any specific occurrence involving any of GA employees.
- 4.** The client will pay a down payment in advance for weekly service or will provide GA with a valid credit card to be used for payment if payment is not received in a timely manner.
- 5.** Issue payment to GA within seven (7) days from the date of *invoice*. After fourteen (14) days, GA shall have the option to impose a finance charge that may be added to the balance of the overdue invoice, at a current the maximum rate of interest permitted by State Law. Should the account balance remain of *interest* permitted by State Law. Should the account balance remain outstanding past thirty (30) days, GA shall have the option to terminate the *Agreement*. Should GA decide to exercise their right to terminate this Agreement for non-payment of any debts owed to GA through performing staffing and or recruitment services under this Agreement, the Client agrees to pay for all costs and legal fees associated with GA's collection efforts until the entire debt has been paid in full to GA.
- 6.** Termination of the contract will require 30 days notice from both client and GA staffing. Both client and GA staffing agrees to provide at least two (2) hours prior notification before canceling any previously confirmed per diem shift assignment and twenty-four (24) hours prior notification before canceling any per diem GA Staffing Cancellations of any assignment with less than two (2) hours notice for all Per Diem Nursing Personnel and twenty-four (24) hours notice for any Per Diem, Guardian Angel Staffing Personnel will result in a two (2) hour charge to the client or GA staffing at the appropriate schedule rate. GA agrees to

provide the client with a minimum of two (2) hours prior notification before canceling any Per Diem GA Staffing Personnel and twenty-four (24) hours prior notification before canceling any Per Diem GA Staffing personnel.

## **MISCELLANEOUS PROVISIONS**

**1. The client agrees to pay GA time and one-half for all holidays that have been selected below:**

**New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day**

**2. Indemnity**

GA shall indemnify, defend and hold client for all liability and expense, including reasonable defense costs and legal fees, and claims for *damages* or any nature whatsoever arising from or connected with any negligent or intentional act, omission, or error of GA, its agents, employees of GA of any tier including any workers' compensation suits, liability, or expense, arising from or connected with any services performed on behalf of GA by any person, including but are limited to bodily injury, death, personal injury, or property damage, including the property of GA.

**3. Contract Term**

This Agreement shall be in effect from the date of its execution for a minimum period of one (1) year and continues until it has been terminated by either party, giving thirty (30) days written notice of such termination to the other party.

**4. Governing Law**

This Agreement and performance hereunder shall be interpreted and governed by the laws of the State of Pennsylvania, without regard for the conflict of law principles of any party. The parties agree to submit any and all disputes that cannot be amicably resolved exclusively to the Court of Common Pleas of Delaware County, Pennsylvania.

## 5. Notices

Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand-delivered, sent by nationally recognized overnight delivery service, or mailed, postage prepaid, registered or certified mail, addressed as follows:

**Guardian Angel Staffing  
644 Beverly Blvd  
Upper Darby, PA  
19082**

**Attn: Marketing Manager:**

Responsible party/client

Name:

Address:

Relationship:

## 6. Executed Agreement Details

By providing an appropriate signature to this Agreement, both RP/client and GA agree upon all policies, terms, and language contained within this entire Agreement.

After appropriate signatures have been provided by RP/client and GA, both parties acknowledge and accept this Agreement to be Fully Executed. Additionally, after the facility and GA have provided appropriate signature to this Agreement, both parties shall have the option to periodically promote language changes in the form of an addendum provided to the other party in response to any newly promoted requirements; involving changes to either party's company policies and procedures, acknowledgment of management or ownership transfers, and for the purpose of annual rate renewals or general adjustments to rates by GA due to current market conditions during the terms of this Agreement. Both facility and GA agree that all addendums promoted through either party must be accompanied by a mutual signature in order to be accepted as a Fully Executed Addendum to this entire Agreement.

**This entire Agreement shall be in effect from the date of its execution, for a period of one year, and shall continue until either party has provided at least thirty (30) days written notice of termination to the other party.  
In consideration of the mutual promises set forth herein, both parties do adopt this Agreement.**

Guardian Angel Staffing

**Marketing  
Manager**

**Date:**

**Client Signature:**

**Print Name**

**Witness**

**Date:**