

CLIENT STAFFING AGREEMENT



This Agreement (the "Agreement") entered into this ("Effective Date"), is by and between ASSIST MEDICAL STAFFING, LLC. ("Assist"), a Tennessee corporation with its corporate office located at 6111 Shallowford Rd, Suite 105-D #184, Chattanooga, TN 37421, and ("CLIENT").

WHEREAS, ASSIST operates a staffing agency and employs personnel to provide services to CLIENT.

WHEREAS, CLIENT operates a Skilled Nursing Facility and CLIENT desires that ASSIST shall supply contract personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between ASSIST and CLIENT,
(jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1. TERM.

The term of this Agreement will commence on the date of the last signature and will continue for one (1) years unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this agreement shall be automatically renewed for increment of additional (1) year periods and shall not require a writing by either party hereto in order to extend the term hereof.

2. TERMINATION.

Either Party may terminate this Agreement at any time, by providing 30 days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.

ASSIST shall provide CLIENT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

- 3.1 Proof of current licensure, registration and or certification (if applicable).
- 3.2 Written or verbal verification of two references.
- 3.3 Written verification of worker's unrestricted credential (if applicable).
- 3.4 Written verification of current cardiopulmonary resuscitation certification.
- 3.5 Possess proof of an annual tuberculosis test or chest X-ray.
- 3.6 Criminal Background Check and disclosure statement.

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, ASSIST will recruit, interview, screen, select, hire and assign ASSIST employee(s) who, in ASSIST's judgment, are best qualified to perform the services requested by CLIENT as outlined in this agreement.

4.2 Upon CLIENT request, ASSIST shall provide documentation as required in this agreement relating to the qualifications and training of ASSIST employees.

5. CLIENT ORIENTATION.

CLIENT will provide ASSIST personnel with an orientation to CLIENT specific policies and procedures and processes necessary to equip ASSIST personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. SCHEDULED PERSONNEL CANCELATION.

If CLIENT modifies or cancels an order less than (2) hours prior to the start of a shift, ASSIST will bill CLIENT for four (4) hours at the established hourly rate.

7. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by ASSIST. CLIENT further acknowledges that ASSIST incurs substantial costs associated with recruiting, training, and managing ASSIST personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs ASSIST personnel, CLIENT agrees to either:

(1) provide written notice of intent to hire or employ ASSIST personnel thirty (30) days prior to the ASSIST employee's commencement as a CLIENT employee or contractor; or (2) pay ASSIST a placement fee equal to the sum of fifteen percent (15%) of such personnel's annualized salary.

8. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by ASSIST personnel under this agreement are furnished in accordance with applicable standards.

9. INSURANCE.

ASSIST shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement. ASSIST shall maintain workers' compensation coverage of not less than \$1,000,000 per occurrence.

10. TAXES.

ASSIST will maintain responsibility, as employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

11. PAYMENT FOR SERVICES.

ASSIST will submit invoices to CLIENT at the rates established on Rate Schedule every week for personnel provided to CLIENT during weeks shifts or the preceding week.

12. Payment.

Full payment for invoices is due upon receipt. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the CLIENT state, as are now in effect or as may be later amended or modified, without reference to the choice of law rules on any state. In the event that any provision of this agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of the laws, rules, and regulations shall govern and supersede.

14. INDEMNIFICATION.

CLIENT agrees to indemnify and hold harmless ASSIST, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees. ASSIST agrees to indemnify and hold harmless CLIENT, its officers and employees from all actions asserted in connection with the negligent performance of ASSIST, its officers and employees.



Rate Schedule

Description	Title	Regular Rate	Overtime Rate
Certified Nursing Assistant	CNA	\$27.00	Time and a half
Licensed Practical Nurse	LPN	\$50.00	Time and a half
Registered Nurse	RN	\$65.00	Time and a half
Weekend Rates			Regular Rate
New Years Eve 3rd shift, New Years Day, Labor Day, Thanksgiving, Christmas Eve 3rd shift, Christmas.			Time and a half

CLIENT	Assist Medical Staffing STAFFING FIRM
Signature	<i>Richard Williams</i> Signature
Printed Name	Richard Williams Printed Name
Title	Administrator Title
Date	Date