



Staffing Agency Agreement

This agreement (the "Agreement") is entered into this 8/10/23, by and between Clinton Regional Hospital, 100 N. 30th St. Clinton, OK, 73601 (the "Client") and Anders Group, LLC (the "Agency").

1. **SERVICES.** Agency will submit names and résumés of qualified candidates ("Candidates") for the position with the skills and/or educational background described in Exhibit A of this Agreement. Client will provide the Agency conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria required by the client. Agency understands that Client engages Agency on a non-exclusive basis and Client may simultaneously engage other staffing agencies.

2. PAYMENT AND INVOICING TERMS.

2.1 Initial Payments

(a) **Hourly Rate.** If Agency provides a Candidate previously not known by Client, and said Candidate is hired by Client on a temporary basis, Client will pay Agency the amount set forth in Exhibit A for the position described. The Candidate will remain the employee of Agency during this time. The Candidate will be required to execute Client forms and agreements (including a Confidentiality Agreement) supplied by Client prior to commencement of any work, as applicable.

(b) **Invoicing.** Invoices will be submitted to Client by Agency on a weekly basis, with payment to Agency to be made within thirty (30) business days of receipt of a valid invoice. Failure to pay any payment within thirty (30) days of being due shall result in the imposition of a late payment fee in the amount of \$150.00 per month or 6 and one-half percent (6.5%) of the unpaid portion of the past-due invoice, whichever is greater.

2.2 Contingency Fee Payment if Candidate is hired by Client

(a) **Amount of Payment.** Agency's contingency fee will be equal to 20% of the total scheduled Candidate base salary (not including bonus or benefits) for the first year in Client's employment.

(b) **Invoicing.** Invoices will be submitted when and if Candidate accepts a written offer of employment by Client. Payment to Agency is due 30 days after the date Candidate begins employment with Client, so long as Candidate has remained as an employee for such 30 day period. Failure to pay any payment within thirty (30) days of being due shall result in the imposition of a late payment fee in the amount of \$150.00 per month or 6 and one-half percent (6.5%) of the unpaid portion of the past-due invoice, whichever is greater.

3. CONFIDENTIALITY AND OWNERSHIP.

3.1 **Confidentiality.** Agency recognizes and acknowledges that the Client possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Client relating to its products, processes, services, contracts, financial information, developments, business strategies, pricing, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Agency, or (b) information that subsequently becomes public through no act or omission of the Agency. Agency agrees that all of the confidential information is and shall continue to be the exclusive property of the Client, whether or not prepared in whole or in part by Agency and whether or not disclosed to or entrusted to Agency's custody. Agency agrees that Agency shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Client, other than to Candidates as agreed to in writing by the Client.



3.2 **Ownership.** To the extent any plans, specifications, exhibits, or other materials prepared by a Candidate or by Agency, regardless of whether the Candidate is retained by Client on a temporary basis or has been employed by Client, in the performance of services under this Agreement, include material subject to copyright protection, such materials have been specially commissioned by the Client and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Agency on its behalf and on behalf of the Candidate hereby irrevocably and exclusively assigns to the Client, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Candidate's rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Agency on its behalf or on behalf of the Candidate hereby irrevocably and unconditionally waives all enforcement of such rights. Agency shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Agency and/or Candidate as part of its services under this Agreement shall be owned by the Client.

3.3 **Return of Materials.** Agency agrees that upon termination of this Agreement, Agency and/or Candidate will, at the request of Client, return to the Client any material containing or disclosing any confidential or proprietary information of the Client. Neither Agency nor Candidate will retain any such materials.

4. **WARRANTIES.** Agency warrants that:

4.1 Agency's agreement to perform services pursuant to this Agreement does not and will not violate any agreement or obligation between Agency and a third party;

4.2 The services to be performed for Client will not infringe any contractual or proprietary right held by any third party, and will not violate any applicable laws, rules or regulations; and

4.3 The services provided by Agency shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Agency and the Client. The services provided by Agency shall be performed by Agency in compliance with all applicable laws, rules, and regulations.

5. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Agency shall not be liable for claims, liabilities or damages resulting from (i) Client's failure to supervise and control Candidates or safeguard Client's premises, processes, systems or funds, (ii) Candidates' use of any of Client's equipment, software, vehicles or other property, (iii) Client's products provided or services rendered, (iv) Client's utilization of Candidates in areas which they are not familiar or do not contain proper credentialing, (v) the conduct of Client's officers, directors, employees and agents, (vi) Client's failure to provide Candidates with a safe work environment or to provide information, training and safety precautions for dealing with hazardous substances or conditions, (vii) Client's violation of any law, statute, regulation or (viii) acts or omissions of Candidates. Items (i) through (viii) shall be referred to herein collectively as the "Indemnified Claims."

Client hereby agrees to indemnify, defend and hold harmless Agency and all of its officers, members, managers, employees and affiliates, from and against any and all of the Indemnified Claims and from any and all costs, expenses, including attorneys' fees, sustained in connection with the Indemnified Claims. .

6. **INSURANCE.** Agency shall maintain (at its sole expense), a valid policy of insurance evidencing professional liability and general liability coverage of at least two Million Dollars (\$2,000,000) on a per occurrence basis and four Million Dollars (\$4,000,000) on an annual aggregate.

7. **TERM OF AGREEMENT.** This agreement will remain in effect for one (1) year and shall automatically renew for successive one year terms unless otherwise terminated by either party. Either party may terminate this agreement



upon a thirty (30) days written notice to the other party, or upon a breach of any Agreement term by the other party not cured within fifteen (15) days after receipt of written notice describing the breach. Any current assignment shall survive such termination. In the event of termination by either Party, Client shall pay to Agency all unpaid fees and other costs and expenses permitted or required under this Agreement. Unless otherwise agreed by Agency in writing, Client shall continue to utilize the Candidates on Assignment through the date of termination.

8. MISCELLANEOUS.

8.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles. The venue for all disputes arising out of or related to this Agreement shall be filed in a court of competent jurisdiction in Dallas County, Texas.

8.2 Collection costs. Client will reimburse Agency for any charges Agency incurs due to insufficient funds of a returned check from Client. Client further agrees to reimburse Agency for its reasonable attorney's fees and collection costs in the event they become necessary to collect amounts owed to Agency by Client.

8.3 No Agency. This Agreement does not create a partnership or joint venture and neither Party is authorized to act as an agent or bind the other Party without the express written consent of the other Party. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and provisions of this Agreement. Candidates have no authority to bind Agency.

8.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof.

8.5 Amendment. This Agreement may be amended only by a writing signed by Agency and by a duly authorized representative of the Client.

8.6 Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8.7 Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

8.8 Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

8.9 Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Client, by an officer of the Client or other person duly authorized by the Client.

8.10 Notices. The Client must provide a 30 day notice, unless authorized for a different time period. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Agency's address noted below, or to the Client's principal office, as the case may be. Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices



hereunder. If a notice is given by Client, they will be responsible for costs that are associated with the cancellation (including fees, costs, charges and expenses arising from lodging and transportation arrangements). If the time period of the notice is not honored, the Client will be charged a \$1000 fine, in addition to costs and fees described herein.

8.11 **Assignment.** The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Agency without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

8.12 **Representations; Counterparts.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

8.13 **Non-Solicitation.** The Candidates are employed solely by Agency. Client hereby agrees that, during the Term of this Agreement and for a period of twelve (12) months thereafter, Client shall not, directly or indirectly, or for or on behalf of any affiliate, solicit, retain, hire or engage any Candidate supplied to Client by Agency or any Candidate referred to Client but not selected for Assignment at the Facility. Exception to this restrictive covenant may be made only in writing, signed by Agency and Client. If at any time the client your organization, and/or any of its subsidiaries or any other organization which you have supplied information, hire the Candidate received from the agency, the facility will be charged a fee according to 2.2 (a).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Client

Printed Name: Reva Burton
 By: Reva Burton
 Title: CEO
 Date: 8/22/23

Staffing Agency

Printed Name: _____
 By: _____
 Title: _____
 Date: _____



**Exhibit A
All-Inclusive Hourly Rates for Allied Health**

Medical Lab Technologist (MLT) (MLS)	\$80.00 - \$90.00
Medical Technologist (MT) (CLS)	\$85.00 - \$95.00

Other Billable Cost:

- **Overtime Rate:** Overtime will be billed at 1.5x the hourly rate
- **Holidays:** Holidays will be billed at 1.5x hourly rate
- **Call-Back Rate (2-hr minimum)** will be billed at 1.5x the hourly rate
- **Beeper Rate:** \$10.00/hr



Exhibit B
Joint Commission Client Addendum

To Whom It May Concern:

In order to meet Joint Commission certification requirements for Health Care Staffing, Joint Commission requires that we provide our clients with certain information that may or may not be in the current staffing services agreement between Anders Group and the Client. The content of this letter is to serve as an addendum and notification of additions and/or clarifications to the staffing services agreement between Anders Group and the Client.

1. Anders Group does not use subcontractors to locate or provide temporary staff for submission to the Client.
2. The temporary staff provided by Anders Group are either employees of the Anders Group or independent contractors working through the Anders Group.
3. Anders Group will be responsible for determining the competency of Anders Group's temporary staff based on the job order requirements as provided by the Client. The employee's application/resume, skills checklists, references and/or competency testing may be used to determine his/her competency.
4. Client will reassign Anders Group employees/independent contractors only to areas within the individual's clinical competence.
5. Client is expected to provide Anders Group's employees/independent contractors assigned to Client facility with orientation relevant to the Client's unit, setting or program specific policies and procedures as appropriate for the individual employee's/independent contractor's assignment.
6. Client shall notify Anders Group of (i) any unexpected patient incidents related to the care, treatment and services (including errors, safety hazards, injuries and sentinel events) provided by Anders Group employees/independent contractors regardless of whether the incident resulted in an adverse patient outcome and (ii) any Anders Group employee/independent contractor occupational illness or injury, or security hazard/event by contacting Anders Group at 877-343-1607.
7. Conflicts of Interest:
A conflict of interest may arise when our personal interests or responsibilities, or that of a family member or friend, interferes with our obligations as employees to do what is in the best interest of our company. All actual and potential conflicts of interest are to be communicated to the Company's management so resolution can be achieved in a reasonable and timely manner.

Specific situations that could be considered conflicts of interest include, but not limited to:

- Accepting lavish gifts and services from customers and/or suppliers that may give the appearance of undue influence;
- Dealings with relatives – as a fellow employee or as a supplier, vendor or customer
- Employment by or ownership of a business that supplies goods or services to our company or a business that competes against Anders Group in any of the products or line of business that Anders Group is currently selling or anticipating selling or developing.
- Controlling interest or substantial stock ownership in an actual or potential supplier, except for public, widely-held securities where the amount the employee holds is insignificant in relation to the total amount of publicly held securities of that company
- Improper communications with suppliers or competitors such as providing confidential information about our company

It is not feasible to list every type of potential conflict of interest. If unsure, employees are to direct concerns and facts of the situation in question with his/her supervisor and/or other management personnel at the Anders Group.