

UMS FACILITY AGREEMENT

This UMS Staffing Agreement ("Agreement") is entered into by and between (collectively referred to herein as "Facility") and Unique Med Services, LLC. (collectively referred to herein as "Agency"), on for the purposes of using Healthcare Professionals to provide professional services at facility(ies).

- 1) **DESCRIPTION OF SERVICES.** UMS staffing will use its best efforts to provide qualified Healthcare Professionals as requested by facility, and in accordance with facility specifications, for staffing of facility (ies).
- 2) **HEALTHCARE PROFESSIONAL QUALIFICATIONS.** Agency will provide Facility with qualifications of the Healthcare Professionals presented as candidates including completed Agency application and professional responsible for updating credentials. While UMS itself does not require that you have the Covid-19 vaccine, there are many states and facilities that do. Facilities will include this requirement in their Screening List, and it is your responsibility to thoroughly read shift details to ensure you are in compliance.
- 3) **SHIFT DURATION.**
 - a. **UMS Staffing**
 - A. Facility agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the UMS staffing representative and/or cancel in the UMS app. If a health professional is canceled with less than a two (2) hour notice and/or arrives for their scheduled shift, Facility agrees to pay 4 hours UMS service fee and 4 hours health professional rate.
 - B. Facility will be able to DNR an Healthcare professional for 6-12 months.
 - C. If the health professional works with any expired credential and a facility notice, the health professional will be responsible for any consequences the facility may bring to their attention.
 - D. Occasionally facilities may have shifts that need to be filled last minute, which are labeled **URGENT CALL**. When shifts are labeled **URGENT CALL**, the facility agrees to pay for the whole shift if the health professional clock in within an hour after accepting the shift.
 - E. UMS is not responsible for any shift that is not scheduled in the UMS App, and we do not allow facilities to post shifts after they have been worked by a health professional.
 - F. If a facility wants a health professional to work a shift through the UMS app, it MUST be posted and the health professional requests it in the App before the health professional works the shift.
 - G. There is no block booking, priority booking nor same facility booking because the health professionals are agency workers not a facility employee. (If the facility wants continuous work from the same health professional, the facility is more than welcomed to offer the UMS health professional an application to apply directly to the facility to work.
 - H. If this official process is not followed and a health professional works a shift for a facility that is not in the App, the facility is responsible for paying the clinician as a 1099 employee out of their own payroll.
 - I. UMS does not tolerate no-call no-shows (NCNS).
 - J. UMS Health Professionals can cancel 2 hours before the shift starts without penalties.
- 4) **FIRST REFERRING AGENCY.** If an Agency is the first staffing provider to submit a Healthcare Professional's profile (either verbal or written) to a Health Professional for consideration, Facility will accept that Healthcare Professional for employment only through Agency. Client shall interview the Healthcare Professional within seventy-two (72) hours of notification and/or provide Agency with two (2) to three (3) dates and times at which Facility can interview Healthcare Professional by conference call.
- 5) **COMPENSATION TO AGENCY.** A \$3.00 UMS agency fee per hour will be added per shift posted. Facilities may choose to add a bonus to a shift, but that is completely the facility's discretion. Total posted shifts will be withdrawn automatically from facility balance. Shift will not post if there is insufficient funds in the facility balance. If no health professional accepts the shift, then the amount withdrawn will be posted to facility balance in 2 to 7 day business days. An extra \$400 per shift will be withdrawn in case of any extra hours a health professional may work after their current shift for emergencies. If a health professional does not work any extra hours the \$400 fund will be refunded in 2-7 business days. The facility is responsible for paying any outstanding balances that will be billed via email, fax and/or mail. If bills are not paid in full at the end of the month, facility accounts will be frozen. Account Frozen meaning facility posted shifts will not be able to be viewed by health care professionals.

MINIMUM PAY RATE :(These rates are set to minimum or more when typing into your pre post under your facility account)

CERTIFIED NURSING ASSISTANT	\$25 or more
PATIENT CARE TECHNICIAN	\$25 or more
MEDICATION TECHNICIAN	\$25 or more
PHYSICAL THERAPIST	\$40 or more
OCCUPATIONAL THERAPIST	\$40 or more
ELECTROCARDIOGRAM TECHNICIAN/ EKG TECHNICIAN	\$35 or more
LICENSED PRACTICAL NURSE/ LICENSED VOCATION NURSE	\$45 or more
RESPIRATORY THERAPIST	\$50 or more
REGISTERED NURSE	\$55 or more
NURSE PRACTITIONER	\$65 or more

- 6) **DNR OF SHIFTS.** The facility recognizes that any Healthcare Professional can only be DNR'd by the Agency. The DNR of a Healthcare Professional will be DNR'd FOREVER by the Agency after the facility provides in writing, including appropriate documentation, that the Healthcare Professional committed an act of professional negligence, engaged in substance abuse or engaged in other conduct that is a breach or neglect of duty. For any reasons other than those listed above, facility cannot DNR health professional, investigation and corrective counsel has to be made by UMS Agency. Health professionals will be DNR'd for 14 days during the investigation and counseling. After 14 days, the UMS will decide to DNR the health professional, DNR health professional for 6 months or 12 months depending on the circumstances if necessary. Facilities cannot DNR clinician again right after the 6 or 12 month DNR is up.
- 7) **FLOATING.** Facility agrees to float Healthcare Professionals in rotation with Facility's own staff and only in accordance with Facility's own floating policies as well as the clinical experience of the Healthcare Professionals being asked to float and limited to the Facility's original assignment. Facility confirms that Facility's policies on floating comply with current JCAHO standards, including the provision of an appropriate orientation to the new unit.
- 8) **NONDISCRIMINATION AND SEXUAL HARASSMENT POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against healthcare professional or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation or any other status or condition protected by applicable Federal, State or Local laws. Client agrees that it prohibits and will prohibit the sexual harassment of Healthcare Professionals placed pursuant to the terms of this Agreement.
- 9) **COMPENSATION OF HEALTHCARE PROFESSIONAL AND TIME REPORTS.** Agency has responsibility for all compensation of Healthcare Professionals working at facility (ies) under this Agreement, including payment of wages and obligations imposed on employers by Federal, State and/or Local laws and regulations, as well as the comprehensive benefit program then offered by Agency. If a Healthcare Professional does not report to work for a scheduled shift due to illness or some other reason outside of Facility's control, facility will not be billed for these hours. Agency will obtain and keep on file all documentation required by the United States Immigration and Naturalization Service to prove legal status of eligibility to work and reside in the United States.
- 10) **REGULATORY COMPLIANCE.** Facility shall provide training and provisions for personal protective equipment (PPE), engineering, housekeeping and workplace controls, including but not limited to: PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant, leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites, and laundering requirements; treatment of staff, to include Healthcare professional, in the event of exposure incidents.
- 11) **INDEMNIFICATION.** Facility and Agency agree to indemnify and hold health professionals harmless against any and all claims, losses, damage or expenses arising from the sole, negligent, or willful misconduct of their respective representatives.
- 12) **INSURANCE AND SAFETY LAWS.** The agency will not provide general liability or professional liability insurance coverage. Facility accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Healthcare Professional's shift under Facility's supervision. While the Agency will give each Healthcare Professional a safety standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, and other safety issues, facility will also provide each Healthcare Professional with all necessary site-specific training and orientation which may be required by Federal, State and/or Local laws or rules. Further, facilities will only assign Healthcare Professionals to work in the clinical specialty areas in which they are professionally qualified and oriented to work.
- 13) **TERMINATION OF AGREEMENT.** Agreement will continue in effect until either party gives the other party thirty (30) days written notice of its desire to terminate. In that event, all Healthcare Professionals currently confirmed for a shift, or at work on a shift, will be permitted to complete their shifts, according to the terms of this Agreement. This Agreement shall a under this Agreement shall not be transferable, by assignment or otherwise, by facility and any purported assignment, transfer or delegation thereof by you shall be void. This Agreement shall insure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of Agency's assets, any corporate successor to Agency or any assignee thereof.
- 14) **DISPUTES.** The facility agrees UMS does not allow disputes of this agreement.
- 15) **ENTIRE AGREEMENT.** This Agreement and any attached Documents, represents the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both Facility representative and Agency CEO. No other document shall be deemed to modify any terms of this agreement unless explicitly stated in writing to do so and signed by both Agency CEO and Facility representative. The Facility represents that they have read and understand the terms of this Agreement, has had an opportunity to ask questions and to seek the assistance of legal counsel, regarding these terms, and is not relying upon any advice from the Agency in this regard.
- 16) **ACCOUNTABILITY AND RESPONSIBILITY.** Health professionals are accountable and responsible for any actions they take under their license, whether inside or outside of facilities they are assigned to. That includes malpractice, neglect, abuse of any kinds, stealing or any other illegal situations. UMS is not accountable and responsible for any actions health professionals take at facilities they assign for themselves to through the mobile app.
- 17) **TERMS and POLICY** Changes Agreement, Terms and policies may change in the future. Please watch for any emails from Unique Med Services for any changes and/or updates.
- 18) **ONE ACCOUNT PER FACILITY ADDRESS.** Meaning the building address cannot have multiple accounts with UMS.
- 19) **OVERTIME.** For a worker to be protected by the minimum wage and overtime pay requirements of the FLSA, the worker must be an "employee" of the employer per U.S. Department of Labor. [Fact Sheet 13: Employment Relationship Under the Fair Labor Standards Act \(FLSA\) | U.S. Department of Labor](#)
- 20) Terms and conditions of this agreement are subject to change.