

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

---

**SUBJECT:**                    **WALK ON ITEM**  
Revised Contract Language  
Contract for Services with CHG Medical Staffing, Inc (doing business as  
CompHealth Medical Staffing)

**DATE:**                      May 23, 2024

**PERSON(S) RESPONSIBLE:** Yolanda Cork-Anthony, Director of Student Services

---

**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with CompHealth Medical Staffing to provide occupational therapy services, including assessments and attending IEP meetings as required by the Individuals with Disabilities Education Act (IDEA).

**BACKGROUND:**

One of our Occupational Therapists will be taking a leave of absence, and the district will be in need of a licensed Occupational Therapist to fulfill the service needs and requirements for our students. The district recommends contracting with CompHealth Medical Staffing to conduct assessments, write reports, attend IEP meetings, and provide services to students during our employee’s leave of absence.

**INFORMATION:**

CompHealth will provide a fully licensed registered occupational therapist to deliver in-person services during 2023-24 Extended School Year (ESY) and through the month of November for the 2024-25 school year. The work schedule for ESY will be 4.5 hrs/day for 20 days. The work schedule for the 2024-25 school year will be 7.5 hrs/day for 2 days each week through the month of November 2024.

**FISCAL IMPACT:**

\$ 9,000	ESY through June (4.5hrs/day x 20 days at \$100/hr)
\$57,000	24-25 School Year, August 2- November 26 (7.5hrs/day at \$100/hr)
\$66,000	Not previously budgeted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT** CHG Medical Staffing, Inc. dba CompHealth Medical Staffing

**SITE/DEPARTMENT** Student Services

**SUBMITTED BY** Yolanda Cork-Anthony

**FUNDING SOURCE** Contracted Services- Special Education

**AGREEMENT TOTAL AMOUNT** up to \$66,000

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **CHG Medical Staffing, Inc. dba CompHealth Medical Staffing** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant is a temporary healthcare professional staffing company and will be providing the therapy services requested by allied healthcare professionals ("Therapist(s)"). Such Therapist shall be a **fully licensed registered occupational therapist to deliver in-person services during 2023-24 Extended School Year (ESY) and through the month of November for the 2024-25 school year. The work schedule for ESY will be 4.5 hrs/day (8:15am-12:45pm), through June. And the work schedule for the 2024-25 school year will be 7.5 hrs/day for 2 days each week through the month of November 2024.** Consultant's Therapists shall use their specialized experience and skills to provide the following Services which shall include but not be limited to: **conduct IEP assessments, write reports, attend IEP meetings, provide services to students, maintain service logs and claims/billing.**

2. **Term.** Consultant's Therapist shall commence providing services under this Agreement on **6/1/2024**, and will diligently perform as required and complete performance by **11/26/2024**.
3. **Compensation.** District agrees to pay **up to \$66,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **up to \$66,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
  - 3.1. Consultant's services are invoiced weekly. Payment for each one-week period of Services completed shall be made for all undisputed amounts within thirty (30) days of invoice date. With respect to any invoice submitted by Consultant, District may withhold from any payment otherwise due any amount that has been incorrectly invoiced (the "Disputed Amount"), provided that District immediately informs Consultant in writing of the Disputed Amount and the basis for such assertion for review, resolution and rebilling by Consultant.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Therapists shall be employees of Consultant and Consultant shall therefore be responsible for compensating Therapists directly and shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant's Therapist. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
  - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
  - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
  - 7.1. **Without Cause by District.** District may, upon thirty (30) days' notice, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notwithstanding the foregoing, District shall provide Consultant with thirty (30) days written and verbal notice of its intent to cancel an assignment. In the event that District provides less than thirty (30) days' notice of cancellation, District shall be responsible for payment of the total fees and costs due for the period covered by the assignment up to a maximum of thirty (30) calendar days.

7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another consultant..

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all applicable federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or Consultant be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") to the extent directly arising out of, or resulting from any act, error, omission, negligence, or misconduct of Consultant, its agents, or employees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA"), provided District promptly notifies Consultant of such a claim and Consultant

has the right to direct the defense of said claim. Notwithstanding anything contained in this section to the contrary, Consultant shall not be required to indemnify and hold harmless District Parties, or pay for legal defense costs for District Parties illegal acts or misconduct, including but not limited to, acts of discrimination or harassment

- 12. **Confidentiality.** The Consultant and all Consultant’s personnel, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: CHG Medical Staffing, Inc. dba CompHealth Medical Staffing
435 Hillcrest Avenue	Address: P.O. Box 318
Pacific Grove, CA 93950	City/State/Zip: Grand Rapids, MI 49512
ATTENTION: Joshua Jorn	Business Phone: (616) 975-5015,
Assistant Superintendent/CBO	Email (Optional): Megan.Gillis@comphealth.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant's Therapist is working directly with students, the Consultant's Therapist shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

- DOJ Clearance Previously Received by District
- Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
- No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

- W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: \_\_\_\_\_

*\*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.**

**Pacific Grove Unified School District**

Site representative or Assistant Superintendent  
**(Signed AFTER Board approval)**

Signature: \_\_\_\_\_

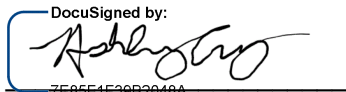
Name: Yolanda Cork-Anthony

Title: Director of Student Services

Date: \_\_\_\_\_

**Consultant**

**(Can sign BEFORE Board's approval)**

Signature:  \_\_\_\_\_

Name: Megan Gillis Ashley Cruz

Title: Senior Pediatric Client Rep. Compliance Manager

Date: 05/21/2024

**Human Resources**

**(Signed AFTER Board approval)**

Contracted work was not assigned using District's normal employment recruitment process.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources



**Certificate Of Completion**

Envelope Id: 1A7C2BCE90CE435C8B09A74DFC4591E5	Status: Completed
Subject: Complete with DocuSign: CompHealth- PGUSD Contract - Revised per Recommendations.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Maria Gardner
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	7259 Bingham Jct Blvd
	Midvale, UT 84047
	maria.gardner@comphealth.com
	IP Address: 136.226.109.78

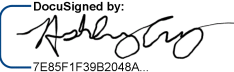
**Record Tracking**

Status: Original	Holder: Maria Gardner	Location: DocuSign
5/21/2024 11:37:21 AM	maria.gardner@comphealth.com	

**Signer Events**

Ashley Cruz  
 ashley.cruz@comphealth.com  
 Compliance Manager  
 CompHealth Medical Staffing  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 7E85F1F39B2048A...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 136.226.86.182

**Timestamp**

Sent: 5/21/2024 11:38:34 AM  
 Viewed: 5/21/2024 12:08:39 PM  
 Signed: 5/21/2024 12:08:55 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/14/2024 1:55:28 PM  
 ID: 4307bb35-fa62-431a-b992-93a3bab63d69

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2024 11:38:34 AM
Certified Delivered	Security Checked	5/21/2024 12:08:39 PM
Signing Complete	Security Checked	5/21/2024 12:08:55 PM
Completed	Security Checked	5/21/2024 12:08:55 PM

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		



## **CONSUMER DISCLOSURE**

From time to time, CHG Healthcare CompHealth Locum Tenens (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact CHG Healthcare CompHealth Locum Tenens:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [applyonline@comphealth.com](mailto:applyonline@comphealth.com)

**To advise CHG Healthcare CompHealth Locum Tenens of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [applyonline@comphealth.com](mailto:applyonline@comphealth.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from CHG Healthcare CompHealth Locum Tenens**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [applyonline@comphealth.com](mailto:applyonline@comphealth.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with CHG Healthcare CompHealth Locum Tenens**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [applyonline@comphealth.com](mailto:applyonline@comphealth.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify CHG Healthcare CompHealth Locum Tenens as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CHG Healthcare CompHealth Locum Tenens during the course of my relationship with you.

## **Joint Commission Policy Statement**

CHG Medical Staffing, Inc. d/b/a CompHealth Medical Staffing and d/b/a RN Network (“Agency”) is committed to providing a higher standard of service and to the delivery of safe, quality patient care. Agency complies with the Joint Commission’s Standards for Healthcare Staffing Services. As Agency’s customer, you can have confidence that the processes within Agency’s organization support Agency’s healthcare professionals (“Provider(s)”) working at your facility have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, Agency provides its customers with a written description of the following service features, some or all of which may already be addressed in your contract with Agency.

### **1. Subcontractors**

Agency will not engage subcontractors / other staffing companies to furnish Providers unless agreed to in advance by the customer.

### **2. Floating**

Providers may only be placed in assignments that match the job description provided to Agency by customer. If a Provider is asked to float to another department with the customer, 1) the department must be a like department or unit; 2) the Provider must have demonstrated previous competency; and 3) the Provider must have the appropriate certifications and credentials for that department/unit. Providers should only be floated to areas of comparable clinical diagnoses and acuities.

### **3. Competency Review**

It is the responsibility of Agency to conduct and finalize the pre-employment assessment of the Provider’s competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the customer upon completion of Agency’s orientation.

It shall be the responsibility of the customer to cooperate in a review or evaluation of each Provider, relative to the Provider’s ability to perform specific job functions, upon completion of Provider’s assignment or shift. Agency relies on the customer’s feedback in order to accurately assess and re-assess the competence of the Provider on an ongoing basis based on the customer’s report of clinical performance.

### **4. Orientation of Providers**

Agency will provide all new Providers with an orientation to Agency’s policies and procedures. It shall be the responsibility of customer to orient Providers to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of Provider to properly use equipment, if applicable.

### **5. Providers and Independent Contractors**

As the provider of staffing services, Agency will be the employer of Providers, and Providers shall not by reason of their temporary assignment with the customer through Agency become employees of the customer.

### **6. Incident, Error, Tracking System**

Upon notification of incidents and/or errors, Agency shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services furnished by Providers, utilizing Agency’s data gathering tools. Information gathered, tracked and analyzed is to be shared and reported appropriately to customers, regulatory bodies and the Joint Commission as required.

### **7. Communicating Occupational Safety Hazards/Events**

It shall be the responsibility of the customer to notify Agency within 24 hours of any competency issues, incidents, and/or complaints related to the Provider. Customer further agrees to initiate communication with Agency whenever an incident/injury report related to the Provider is completed.

## **8. Requirements for Staff Specified**

The requirements for Providers furnishing services at customer's facility are to be determined by the customer as part of the written agreement between Agency and customer. It is Agency's obligation to comply with such requirements of the customer by supplying Providers that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the customer in order to deliver safe care to the population being served.

## **9. Conflicts of Interest**

When Agency becomes aware of a conflict of interest, Agency discloses this conflict of interest when appropriate to whichever customer may be involved or affected. Internal employees of Agency are not permitted to accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with Agency, unless approved by the customer involved or potentially involved.

## **10. Staff Matching Requirements**

Agency shall verify the Provider's licensure and/or certification (as applicable), education and relevant work experience to assure they are competent and possess the skills and experience that match requirements for the assignment which may include the use of new grad practitioners upon the request or approval of the customer.

## **11. Worker's Compensation Policy**

Providers are entitled to certain benefits under Agency's corporate Worker's Compensation Policy. Agency's policy requires Providers to report any injuries sustained by Providers within **24 hours of the injury event**. All incidents must be documented. Providers must report the incident regardless of whether or not medical attention was received, even if the Provider thinks it will "get better in a few days" or if he or she has not lost time from work. **If you are aware of an injury sustained at the workplace by a Provider, please call Agency's Benefits Department at (800) 811-1796.**

The Agency's offices, located at the addresses listed below, are open Monday through Friday from the hours of 9:00 a.m. – 5:00 p.m. Telephone numbers are listed below. Outside of normal business hours, in the event of an emergency, please contact us at the telephone numbers listed below.

CompHealth Medical Staffing  
7259 S. Bingham Junction Blvd.  
Midvale, UT 84047  
Phone: 866-588-9505

RN Network  
4700 Exchange Court, Suite 125  
Boca Raton, FL 33431  
Phone: 800-866-0407

In the event of an emergency, natural disaster or other uncontrollable event, Agency will use best efforts to continue to provide service to you through Agency's corporate network from a location where phones and computers are functional. Agency will do everything possible to support you in meeting your needs during crisis situation(s).

Our goal is to always provide you with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our Providers, we encourage you to contact an Agency representative to discuss the issue. Agency has processes in place to resolve customer complaints in an effective and efficient manner.

Any individual or organization that has a concern about the quality and safety of patient care delivered by Agency's Providers, which has not been addressed by Agency management, is encouraged to contact the Joint Commission at [www.jointcommission.org](http://www.jointcommission.org) or by calling the Office of Quality Monitoring at (630) 792-5636. Agency will not take retaliatory or disciplinary action against Providers when they do report safety or quality of care concerns to the Joint Commission.