

HEALTH CARE STAFFING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of August 2024, by and between Diversified Enterprises, Inc (hereinafter "Provider") and Hughes County Jail (hereinafter "Hughes County").

RECITALS

WHEREAS, Provider is in the business of providing home care and health care staffing services; and

WHEREAS, Hughes County operates a jail; and

WHEREAS, Hughes County seeks supplemental health care personnel to work various shifts in Hughes County's jail facility; and

WHEREAS, Provider has the necessary personnel and is willing to provide such personnel to Hughes County, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, Customer and Provider agree as follows:

SECTION I – PROVIDER RESPONSIBILITIES

1. Upon request by Hughes County, Provider will assign health care personnel to supplement the services provided by personnel of Hughes County.
2. Provider shall only provide personnel who meet the requirements of Customer as defined in Attachment A.
3. Provider shall maintain an employee file, on each of its employees, containing the following:
 - (a) A completed application which includes skills, specialties and preferences.
 - (b) Documentation of special education or training.
 - (c) Verification that evidence of professional licensure identification, as applicable, have been seen and examined.
 - (d) Evidence of health status.
 - (e) Dates of employment and orientation.
 - (f) Job Description.
 - (g) Performance evaluation completed annually.
 - (h) Verification of identity and work authority.
 - (i) Satisfactory criminal background check
 - (j) Up-to-date COVID 19, flu and other vaccines

4. Provider is responsible for evaluating the skills and experience of its nursing personnel. Provider will match the skills and experience levels of its employees to the specific needs of Hughes County.

5. Provider shall provide orientation to Provider policies and procedures for all new employees.

6. Provider employees, who are assigned to a Hughes County facility for the first time, shall complete the facility orientation, as defined in Attachment A and shall report to the designated facility nursing supervisor before he/she begins working in such facility.

7. Provider agrees that it will not actively solicit Customer employees for employment with Provider for the term of this Agreement.

8. Except for the use of subcontractors; if any, pursuant to Paragraph 11 below, all personnel providing services pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of Provider. Provider shall assume sole and exclusive responsibility for the payment of wages to personnel for services performed by them for Hughes County. Provider shall, with respect to said personnel, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by each state in which services are provided by Provider.

9. Supplemental health care personnel provided by Provider will comply with all provisions of the licensing law under which he or she is licensed, with the regulations promulgated there under, and with nursing policies adopted by Hughes County to protect the health and welfare of patients.

10. Supplemental health care personnel will report, on Provider provided occurrence reporting forms, any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided by Provider.

11. Provider may provide Hughes County with supplemental health care personnel supplied by subcontractors provided such subcontractors comply with the obligations of Provider pursuant to Sections I, V and VII of this agreement.

SECTION II - HUGHES COUNTY RESPONSIBILITIES

1. Provider shall be called for supplemental personnel on a priority basis.

2. Hughes County shall provide sufficient information about its specific needs so that Provider may match the skills and experiences of its employees to those specific needs.

3. Hughes County shall utilize assigned personnel only for the specific need requested. Hughes County shall not reassign ("float") personnel to other areas within the Hughes County facility unless Provider has first confirmed that such personnel have the requisite skills and experience.

4. Hughes County agrees that Provider's duty to fill assignments is subject to the availability of qualified personnel.

5. During the term of this Agreement, Hughes County will not request through another service, those employees previously assigned by Provider to a Customer facility.

6. It shall be the responsibility of Hughes County to provide Provider with Hughes County and Hughes County facility information and policies so that orientation of supplemental personnel may be given.

7. Hughes County nursing staff supervisors will assist Provider, on a continuing basis, with evaluation of the competency of Provider personnel by providing performance information and/or access to clinical areas for observation by a Provider supervisor.

8. Hughes County shall allow Provider supplemental personnel (on their own time) to attend appropriate Hughes County staff development programs.

9. Hughes County agrees that it will not actively solicit Provider's employees for employment with Hughes County for the term of this agreement. Nor will the Provider solicit employees of Hughes County. If either party directly hires an employee without proper communication, both parties acknowledges the placement fees for hiring the employee. Payment of such placement fee will be made 30 days after direct employment with Customer.

Position/Discipline	Fee
RN	\$5,000
LPN	\$4,000
CNA/Med Aide	\$3,500

10. Hughes County will immediately inform Provider of any problems regarding Provider employees.

SECTION III - MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Comply with all federal, state and local laws and regulations including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act and the Health Insurance Portability and Accountability Act of 1996. The parties shall execute the Business Associate Agreement attached to this Agreement as Attachment B.

2. Not discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, disability, sex, national origin, citizenship status, veteran status, union affiliation, or other category protected by law.

3. Maintain the confidentiality and privacy of patient records.

4. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

SECTION IV – COMPENSATION AND BILLING

1. Provider will bill Hughes County weekly for its services in accordance with Attachment A. Hughes County will remit net payment to Provider upon receipt of invoice. Provider may impose a default charge of the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law to all outstanding amounts unpaid for forty five (45) days or more.

2. Prior to the annual anniversary of the effective date of this Agreement, the parties agree to negotiate, in good faith, an adjustment in the rates as set forth in Attachment A. In the event the parties fail to agree upon an adjustment in rates by each anniversary, then effective on the first day of such anniversary, the rates as set forth in Attachment A shall increase by a percentage equal to the annual percentage increase in the HCFA HHA Occupational Wage Index. Rate changes required by changes in minimum wage rates will become effective as required by law.

SECTION V - INDEMNIFICATION AND INSURANCE

1. Provider hereby indemnifies and agrees to hold Hughes County and its employees, successors and assigns harmless from and against all claims, liability, loss, damage, cost or expense, including but not limited to reasonable attorneys' fees, arising out of, or in connection with, or as a result of the nursing services provided by Provider during the term of this Agreement.

2. Provider agrees to maintain general, professional and blanket contractual liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate during the term of this Agreement.

SECTION VI – TERM OF AGREEMENT

1. The term of the Agreement shall be for one (1) year from its effective date and it shall be renewed automatically under the same terms and conditions for successive contract years unless either party gives written notice of its intention to terminate the Agreement in accordance with Section VI Paragraph 2.

2. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

SECTION VII - MISCELLANEOUS

1. To the extent required by Section 1395x (v) (1) (I) of Title 42, United States Code, the records access clauses therein contained are incorporated herein by reference with the same effect as though set forth herein in their entirety.

2. This Agreement may only be amended by written instrument signed by the parties hereto.

3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives.

4. This Agreement and any attachments, exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject hereof, and supersede all prior understandings, agreements and oral representations and warranties of the parties with respect to the subject matter of this Agreement. Any reference in this Agreement shall be deemed to include any attachments, exhibits or schedules.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

6. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Provider
addressed to: Attn: Lee Taylor, Assistant VP of Operations
Diversified Enterprises, Inc. (Interim HealthCare)
3608 S. Southeastern Avenue
Sioux Falls, SD 57103

If to Hughes County
addressed to: Attn: Karmin Strohfus, Lead RN
Hughes County Jail
3100 SD-34
Pierre, SD 57501

Any such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph or telecopy, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may change the address to which notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving notice.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. Any party to this Agreement may, in writing, extend the time for or waive the performance of any of the obligations of the other, or waive compliance by the other with any of

the covenants or conditions contained in this Agreement. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of the parties.

9. If at any time subsequent to the date of this Agreement, any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

10. No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

11. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

12. Provider and Hughes County are separate entities independently contracting for purposes of this Agreement and in no event shall either party be considered the employee, agent, partner, or co-venturer of the other.

13. It is expressly understood by the parties that Hughes County is not expected or required, either expressly or implicitly, to refer any patients to Provider for the provision of any goods, products or services provided by Provider, in anticipation of receiving any benefits or payments under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Diversified Enterprises, Inc

Hughes County Jail

Print: Lee Taylor

Print: Gerald Wasko

By: 

By: 

Title: Assistant VP of Operations

Title: Administrator

Date: 8/20/24

Date: 20 Aug 2024

ATTACHMENT A

Personnel Requirements:

Orientation Requirements:

Reimbursement Rates:

Position	Weekday - Days	Weekday - Eves	Weekday - O/N	Weekend - Days	Weekend - Eves	Weekend - O/N
RN	\$80.00	Same	\$80.00	\$80.00	Same	Same
LPN	\$72.00	Same	\$72.00	\$72.00	Same	Same
Med Aide	\$49.00	Same	\$49.00	\$49.00	Same	Same
CNA	\$47.00	Same	\$47.00	\$47.00	Same	Same
Resident Aide	\$40.00	Same	\$40.00	\$40.00	Same	Same
Dietary Aide	\$40.00	Same	\$40.00	\$40.00	Same	Same
Mileage billed @ \$0.55/mile roundtrip						
-outside city limits						
Overtime Rates is	Billed at	1.5x rate				

- Mileage will be assessed at the rate of **\$0.55/mile**. Mileage will be charged for clients outside the city limits.
- Overtime & Holidays are billed at **1.5X the rate**. The holiday rate will be billed beginning at **8:00 p.m. the day prior to the holiday until 8:00 a.m. the day after the holiday**. Holidays included are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- **24-Hour/Short Notice Cases:** Although every attempt will be made there will be no guarantee of coverage. As a last resort, if it is necessary to pay overtime to staff requested shifts, it will be billed to client. (Management discretion)
- **Client Shift Cancellation:** 24-hour notice is required otherwise client may be billed for 4 hours.
- Last minute requests (w/in 4 hours of a shift starting) will be billed an additional \$3 per hour
****we pay our staff extra for last minute needs to help cover those requests****

- Provider is compensated at time and a half for the following holidays/shifts:

Holiday	Shift	Shift
New Years Eve (8pm)		
New Years Day		
Memorial Day Eve (8pm)		
Memorial Day		
July 4 th Eve (8pm)		
July 4 th		
Labor Day Eve (8pm)		
Labor Day		
Thanksgiving Eve (8pm)		
Thanksgiving		
Christmas Eve (8pm)		
Christmas Day		

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT**

n/a

- Agreement is for the 2024 calendar year and will be re-evaluated for 2025 in terms of bill rates