

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A STAFFING SERVICES AGREEMENT FOR RIVER BLUFF NURSING HOME (ONE STAFF MEDICAL)

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

This 14TH DAY OF DECEMBER, 2018.

LORI GUMMOW, *Winnebago County Clerk*

BY: Angela Reine *Deputy County Clerk*



Sponsored by Dave Fiduccia, Chairman

COUNTY BOARD MEETING
December 13, 2018

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Personnel & Policies Committee

2018 CR 151

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A STAFFING SERVICES
AGREEMENT FOR RIVER BLUFF NURSING HOME**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

WHEREAS, hiring and retaining qualified nurses and certified nursing assistants at River Bluff Nursing Home in order to meet required staffing levels has been an ongoing issue, with similar difficulties occurring at long-term care facilities throughout the country; and

WHEREAS, OneStaff Medical is in the business of providing qualified health care professionals to health care providers, such as River Bluff Nursing Home, on a short-term basis; and

WHEREAS, the Personnel and Procedures Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with OneStaff Medical, as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with OneStaff Medical under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement for Staffing with OneStaff Medical, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County

Auditor, Winnebago County Administrator, and River Bluff Nursing Home Administrator.

Respectfully submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE


DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN


DAVE BOOMER

DAVE BOOMER


ANGIE GORAL


ANGIE GORAL


JOE HOFFMAN


JOE HOFFMAN


DAVE KELLEY

DAVE KELLEY


DOROTHY REDD

DOROTHY REDD


JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 14th day of December, 2018.



Frank Haney
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:



Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT ("Agreement") is made effective this 13th day of December 2018 by and between County of Winnebago d/b/a River Bluff Nursing Home ("Facility"), located at 4401 N. Main St., Rockford, IL 61103 and OneStaff Medical ("Agency") located at 11718 Nicholas St. Ste. 101, Omaha, NE 68154.

RECITALS:

WHEREAS, Onestaff Medical is in the business of providing licensed health care professionals to hospital clients and other healthcare facilities; and

WHEREAS, in accordance with the terms and provisions of this Agreement, Facility desires the services of Onestaff Medical to identify and provide certain Onestaff Medical Professionals to Facility that are qualified and compliant with the standards identified by the facility.

NOW, THEREFORE, the facility and Onestaff Medical agree to the following:

I. SERVICES by Onestaff Medical:

A. Onestaff Medical shall pre-screen all Professionals to determine whether their qualifications and competence complies with the qualifications and standards established by the Facility. The pre-screening by Onestaff Medical shall include, but not limited to, obtaining all pertinent information (hereinafter "Pre-assignment Screening Information") concerning the past employment, licensure, certifications, education, and professional skills. In addition, the Facility may in its sole discretion require Onestaff Medical to conduct a full background and criminal record check regarding Onestaff Medical Professionals to be assigned to the Facility, the costs of all Pre-assignment Screening Information shall be borne by Onestaff Medical.

The existence of the required work experience, licensure and/or professional certification, and the results of a background/criminal record check shall be confirmed by Onestaff Medical. The facility upon review of the Pre-assigned Screening Information shall have the right, in its sole discretion; to reject the assignment of any individual who it deems fails to satisfy the criteria established by the Facility. In accordance with the Pre-assignment Screening, Onestaff Medical agrees to provide to Facility prior to placement of Onestaff Medical personnel at Facility, the following documentation:

RN's, LPN's & CNA's:

- Current Resume/Application
- Employment References (7 Years)
- License Verification
- Core Mandatory Attestation (annual)
- PPD (annual) or Chest X-ray
- MMR (vaccine/titers)
- Unit Specific Skills Checklist (annual)
- Current Certifications/Licensure
- Unit/Pharmacology Competencies (annual)
- Pre-employment Physical (annual)
- Hep B (vaccine/titers/declination)
- Varicella(vaccine/titers)



- Tdap/Declination
- Flu/H1N1 Vaccine/Declination(annual)
- Fingernail Hygiene Policy (annual)
- Background Check: 7 year county search/Federal/National Sex Offender/ SS Search/OIG/EPLS/OFAC/Education verification
- PPD Questionnaire (annual)
- Latex Allergy Questionnaire (annual)
- 10 Panel UDS

C. Onestaff Medical Professionals placed with a Facility shall comply with Facility policies and procedures, state and federal laws and regulations, including, but not limited to, Joint Commission on Accreditation of Healthcare Organization (“JCAHO”) guidelines, OSHA rules and other regulatory Onestaff Medical requirements.

- D. Onestaff Medical shall provide a Certificate of Insurance to Facility upon request. The Certificate of Insurance shall provide proof of:
- i. current professional liability;
 - ii. general liability;
 - iii. workers’ compensation for Onestaff Medical Professionals; and

Insurance coverage shall be for not less than \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) in aggregate covering acts or omissions, which may give rise to liability for services under this Agreement. Workers’ Compensation insurance shall be provided in accordance with applicable law.

E. Onestaff Medical will maintain direct responsibility for payment of wages and other compensation (including expense reimbursement) to all Onestaff Medical Professionals and shall be responsible for all applicable mandatory withholdings and contributions of federal, state, and local income taxes, social security taxes, workers’ compensation, and unemployment insurance for Onestaff Medical Professionals.

II. RESPONSIBILITIES OF THE FACILITY

A. Facility will do an initial orientation and evaluation for Onestaff Medical Professionals the first time Onestaff Medical Professionals are placed with the facility. The evaluations will be made available to Onestaff Medical upon request by Onestaff Medical.

B. Facility will provide orientation to Onestaff Medical Professionals, which may include; safety, security, infection control, emergency preparedness, and unit specific orientation. Such hours will be billable at regular rates.

C. Performance problems of Onestaff Medical Professionals placed with a Facility will be documented and reported to Onestaff Medical in a timely manner.

D. Facility retains professional management responsibility for the patient and the services provided. Facility shall have exclusive responsibility to plan the patient’s care and coordinate such care.



E. Facility will cooperate with Onestaff Medical to enable the completion any required post exposure evaluation and follow-up when a Onestaff Medical Professional assigned to Facility has experienced an exposure incident.

III. JOINT RESPONSIBILITIES

A. Facility may hire OneStaff Medical Professional on a regular basis for 30% of Professional's first year salary with a 1% reduction per week for consecutive completed weeks of an assignment totaling 32 hours per week or more. Should OneStaff Medical Professional complete 26 consecutive weeks totaling 32 hours per week or more, the balance of the placement fee will be waived.

IV. BILLING AND INVOICING

A. Facility shall make payment for services rendered by Onestaff Medical Professionals and billed by Onestaff Medical upon receipt of invoice. Any payments not received by Onestaff Medical within 30 (thirty) days will be assessed interest at a rate of 1% per month or the most allowable rate per the IRS guidelines on the unpaid balance past due. Onestaff Medical has the sole discretion to remove any Onestaff Medical Professional for late or non-payment.

B. Facility will provide, and Onestaff Medical will bill for an agreed, confirmed minimum hours of work per week for each Onestaff Medical Professional. The pay week for purposes for scheduling and service billing, and overtime calculation will begin Sunday and end the following Saturday.

C. Facility agrees management will approve Onestaff Medical Professional's worked time by 12:00 p.m. EST of the following Monday after each weekly pay period. Facility agrees to sign a written timecard for the time worked as authorized by the facility. The manager or authorized staffing personnel and the Onestaff Medical Professional will sign the timecard weekly. The facility will retain a copy for their records, and this will be the basis for approval and payment of invoiced time to Onestaff Medical. Onestaff Medical Professional will return the original to Onestaff Medical.

D. Onestaff Medical will provide a (30) day notification to change rates to Facility. No rate change will apply to confirmed staffers placed at the facility, for the period of the confirmed assignment.

V. TERM AND TERMINATION

This Agreement will be in effect from the date first written above, and shall automatically renew annually. Agreement can be terminated by either Onestaff Medical or Facility upon written thirty (30) day notice. At the start of each temporary assignment, a confirmation letter will be signed by both parties to specify dates, weekly guaranteed hours, etc. Facility shall provide in writing just cause to Onestaff Medical upon termination of Onestaff Medical Professional. Should Facility cancel confirmed Onestaff Medical Professional assignment with less than 1 week notice of start date, Facility shall pay 2 weeks of total expected contract hours to Onestaff Medical upon receipt. Facility may terminate confirmation of Agreement immediately for Onestaff Medical Professional for causes described below:

- (1) Upon conduct by the Onestaff Medical Professional which is considered by Facility to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of Facility.
- (2) Upon material violation by the Onestaff Medical Professional of any provisions of this Agreement or the rules, policies, and/or procedures of the facility.



- (3) Upon repeated failure by Onestaff Medical Professional to meet utilization, performance, efficiency, or quality standards established by Facility.
- (4) Upon revocation, cancellation, suspension or limitation of the Onestaff Medical Professional licensures, or disciplinary action in any state by an appropriate licensing authority.
- (5) Upon the Onestaff Medical Professional's conviction of a felony or crime of moral turpitude.
- (6) Upon repeated failure by the Onestaff Medical Professional to confirm and comply with Facility's professional requirements concerning maintenance of medical records.
- (7) Upon repeated failure by Onestaff Medical Professionals to follow behavioral norms generally applicable to all employed by Facility.
- (8) Upon the use of alcohol or a controlled substance which impairs the ability of Onestaff Medical Professionals to effectively perform their duties under this Agreement.
- (9) Upon the determination of Facility in good faith that the Onestaff Medical Professional is not providing adequate patient care.

VI. HIPAA COMPLIANCE

A. The Agreement shall be subject to the following conditions in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d to 1320d-7 ("HCAA") and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 1.60 and 164 ("Privacy Regulation"):

B. The parties understand that Agency, and the Agency Professionals, in the performance of their assigned responsibilities under this Agreement, may require access to any individually identifiable health information of patients of Facility. The parties further agree that such access shall be limited to the Agency and the Agency Professional only, and that Agency shall not require or request access to any individually identifiable patient information of Facility.

C. Facility shall designate Agency and the Agency Professional working under this Agreement as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes carrying out duties under the Assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes.

D. As a member of Facility's workforce, Agency Professional will have access to, in the same manner as other employees of Facility performing the same or similar job functions, such information as is necessary for Agency Professional to effectively undertake their duties, however, such access being under the direction and control of Facility. Agency Professional agrees to use this information only as needed for the performance of his or her assigned duties and to not use such information for any other purpose. In addition, Agency Professional will not disclose or use any information it may receive or develop as a result of its contacts with Facility's patients for any purpose other than necessary to perform his or her assigned responsibilities.



E. Agency Professional shall be subject to Facility's policies and procedures governing the privacy and security of protected health information ('PHI') of Facility's patients. Facility shall be responsible for providing the necessary training to Agency Professional prior to working as required by HIPAA and consistent with the training provided to other members of Facility's workforce.

F. In the event of any change of law or regulation, which prohibits Agency Professional from being designated as a member of Facility's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Agency or Agency Professional, the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Facility to share PHI with Agency Professional as necessary for Agency Professional to perform his or her responsibilities under the Agreement.

VII. MISCELLANEOUS TERMS

A. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between, the parties.

B. In the event that any dispute relating to this Agreement is unable to be resolved through discussions, either party may submit the dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, to the extent such rules are not inconsistent with this Agreement.

C. Neither party may assign this Agreement without the prior written consent of the other party, nor will such consent not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

D. Agency agrees to indemnify and hold Facility harmless from any and all liability Facility may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omission of Agency Professionals in the performance of their assignment for Facility except to the extent Damages are caused by Facility's negligence.

Facility agrees to give prompt written notice of any such assertion or claim. Facility agrees to indemnify and hold Agency harmless from any and all liability Agency may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omissions of Facility employees in the performance of their duties, except to the extent Damages are caused by Agency's negligence. Agency agrees to give prompt written notice of any such assertion or claim.

E. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Nebraska.

F. All books, documents, and records related to the performance of this agreement, and all workers, including without limitation all filings and records regarding federal, state and local tax withholding, workers' compensation, payroll, insurance policies, personnel, affirmative action plans, and compliance with applicable laws and regulations or accrediting bodies, shall be available for inspection, at any time without prior notice: and shall be maintained for four (4) years after the furnishing of any service, to include any service provided by way of a subcontract with another organization.



G. This Agreement will be implemented through a written signed request for Agency Professionals and by written signed acceptance of Agency Professional's confirmation of staff or of extended assignment.

H. The waiver by either party of a breach or violation on any provisions of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

I. Any notice or demand and required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

FACILITY:

River Bluff Nursing Home
4401 N. Main St.
Rockford, IL 61103

AGENCY:

OneStaff Medical
11718 Nicholas St. Suite 101
Omaha, NE 68154

J. Facility agrees to not allow a confirmed contracted OneStaff Medical employee to be employed directly by facility or indirectly at the facility through a competing agency for a period of 3 months from date of last employment at facility while on a confirmed contract at facility with OneStaff Medical unless prior authorization by OneStaff Medical has been given.

K. The parties agree that Agency's obligation to supply Agency Professionals on request of Facility is subject to availability of qualified Agency Professionals. Failure of Agency to provide Agency Professionals or failure of Facility to request Agency Professionals results in no penalty and does not constitute a breach of this Agreement.

L. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

M. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

N. This Agreement constitutes the entire contract between Facility and Agency regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers as evidenced by their signatures below.

877.783.1483

11718 NICHOLAS, OMAHA, NE 68154

877.783.1626



Authorized OneStaff Medical Printed Name

Authorized OneStaff Medical Signature

Title

Date

County of Winnebago d/b/a River Bluff Nursing Home Print Name

County of Winnebago d/b/a River Bluff Nursing Home Signature

Title

Date

ES
Chairman
12-18-2018



RATE SHEET

River Bluff Nursing Home
4401 N. Main St.
Rockford, IL 61103

Effective Date: / /2018

Non RN Specialties	Bill Rate:
CNA - Certified Nursing Assistant	\$46.00
CMA - Certified Medical Assistant	\$48.00
LPN, LVN	\$58.00

RN Specialty I	
LTC, Rehab, Skilled Nursing, Home Health, Hospice	\$65.00

RN Specialty II	
MDS Coordinator, Case Manager	\$68.00

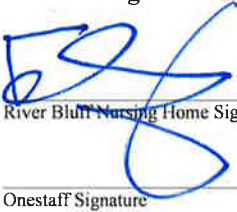
Rapid Response/Crisis Rate:	+\$25.00
Any position that is deemed & agreed upon by the facility & OneStaff Medical as an urgent hard to fill need.	

Management	Bill Rate:
Nurse Manager	\$68.00
Assistant Director of Nursing (ADON)	\$72.00
Director of Nursing (DON)	\$78.00
Nursing Home Administrator (ADMIN)	\$85.00

Respiratory Therapy	Bill Rate:
CRT – Certified Respiratory Therapist	\$60.00
RRT – Registered Respiratory Therapist	\$65.00



- **Guaranteed Hours:** All rates are all-inclusive for costs to the hospital and are based on a guaranteed 36 hour work week for 12 Hour shifts & 40 Hours per week for 8 or 10 Hour shifts.
- **Overtime/Holiday:** Overtime is charged at the base rate +\$10 for all hours worked over 40 in a workweek (Sunday-Saturday). It is also charged for holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.
- **Double Time:** Double Time is billable for all hours worked over 12 in a single shift. (California only)
- **On Call:** On Call billed at \$6 per hour.
- **Call Back:** (responding to a page) will be billed at the overtime rate and for a minimum of two (2) hours. This typically applies to OR RNs, OR Techs, ER RN & Allied Health Professionals, but will apply to any employee that is required to carry a pager or required to remain accessible for call back.
- **Charge:** All charge RN hours will be billed for an additional \$4 per hour.
- **Mileage:** All business miles driven while on the clock will be billed at the IRS standard rate of \$0.54/mile.
- **Floating:** Any hours candidates are asked to float to a different unit, will be billed at the original bill rate or at the higher acuity bill rate. Floating down to a lower unit will not change the bill rate.
- **Housing:** If Facility provides adequate furnished housing, standard bill rate will be reduced by \$6.00/hr.


 River Bluff Nursing Home Signature

 Onestaff Signature

Frank Honey
 Name

 Name

Chavrier
 Title

 Title



Invoice & Credit Data Information

Facility Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Contract Effective Date: _____ Estimated Number of Travelers in Facility: _____

Billing Terms

Billing Contact: _____ Billing Contact Phone: _____

Billing Contact Email: _____

Invoices sent via: Email: Invoicing Email _____

or Reverse Invoicing: Technology Platform Used _____

Payment Terms: Net 30: Net 45: Net 60: Other:

If terms Net 60 or greater - approval of Onestaff Medical management required.

Method of Payment: Check: ACH:

Internal Use Only

Expected Number of Travelers Placed Annually: _____ Bill Rate: _____ Annual Total _____

Requested Credit Limit: _____ Approved Credit Limit: _____

Account Manager: _____ Signature: _____

Management Approval: _____ Date: _____

(23)

COMMITTEE: Personnel & Policy Committee

SUBJECT: Res. Auth. the Chairman of the Co. Bd. to Execute a Staffing Services Agreement for RBNH (One Staff Medical)

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL					
2. BILICH, JAS					
3. BOOMER, DAVID					
4. BOOKER, AARON					
5. BUTITTA, JOHN					
6. CROSBY, JEAN					
7. FELLARS, DANIEL					
8. FIDUCCIA, DAVE					
9. GERL, BURT					
10. GORAL, ANGIE					
11. HOFFMAN, JOW					
12. KELLEY, DAVE					
13. MC DONALD, KEITH					
14. NABORS, JR., TIMOTHY					
15. REDD, DOROTHY					
16. SALGADO, JAIME					
17. SCHULTZ, STEVE					
18. TASSONI, DAVE					
19. WEBSTER, JIM					
20. WESCOTT, FRED					
TOTALS <i>unanimous vote</i>					