

Nativa Staffing Logo

NATIVA STAFFING & CONSULTANTS

10-14 Saddle River Rd

Fair Lawn, New Jersey 07410

Phone: 1866-5-NATIVA (1866-562-8482) | Email: support@nativastaffing.com

HEALTH CARE FACILITY AGREEMENT

PARTIES

This Health Care Facility Agreement (the “Agreement”) is entered into and made effective as of the date of execution by and between:

Independent Third-Party Institutional Providers of Medical Services (the “Facility”), which operates as a legally recognized healthcare institution providing medical services, and;

Nativa Staffing & Consultants, LLC (“Nativa”, “NativaStaffing”), a professional staffing and consulting entity that facilitates the connection between healthcare facilities and independent medical professionals.

Both parties, intending to be legally bound, hereby agree to the following terms and conditions:

ESSENTIAL AGREEMENT PROVISIONS

Binding Arbitration

Mandatory Arbitration Requirement

The Facility acknowledges and agrees that all disputes, claims, controversies, or legal actions arising out of or relating to this Agreement—including, but not limited to, those grounded in contract, tort, statute, fraud, misrepresentation, or any other legal theory—shall be resolved exclusively through final and binding arbitration. This Agreement expressly waives both parties' rights to pursue litigation in a court of law or to demand a jury trial.

Exceptions to Arbitration

Notwithstanding the above, arbitration shall not apply to the following types of disputes:

- **Small Claims Court Matters** – Claims that qualify for adjudication in small claims court shall remain eligible for such proceedings.
- **Emergency Injunctive Relief** – Either party may seek immediate injunctive relief from a court to prevent irreparable harm or to preserve property or rights.
- **Claims Involving Sexual Harassment or Assault** – Any claim related to allegations of sexual harassment or assault shall be resolved through appropriate judicial proceedings.
- **Intellectual Property Disputes** – Any disputes concerning intellectual property rights, including trademarks, copyrights, and trade secrets, may be brought before a court of competent jurisdiction.

Arbitration Procedure

- **Initial Dispute Resolution Effort** – Before initiating arbitration, the disputing party must first seek resolution by contacting Nativia Staffing's dispute resolution team at 1-866-5-NATIVA or via email at support@nativiastaffing.com. Both parties agree to negotiate in good faith to resolve disputes within 30 days of initial contact.
- **Initiation of Arbitration** – If the dispute remains unresolved after 30 days, either party may initiate arbitration by providing a written demand to the opposing party and filing with an accredited arbitration provider.
- **Selection of Arbitrator** – Arbitration shall be conducted by a neutral third-party arbitrator, who must be either a retired judge or an attorney with experience in healthcare and staffing-related disputes. The arbitrator shall be mutually selected by both parties, or if they fail to agree, appointed in accordance with applicable arbitration rules.
- **Arbitration Authority & Enforcement** – The arbitrator shall have sole authority to interpret the scope, validity, and enforceability of this arbitration provision. The arbitrator's decision shall be final and legally binding on both parties.
- **Costs & Fees** – The administrative costs of arbitration shall be shared equally between the parties, unless otherwise allocated by the arbitrator. Each party shall be responsible for its own legal fees unless an award of attorneys' fees is explicitly permitted by applicable law or the arbitrator's ruling.

- **Confidentiality of Proceedings** – All aspects of the arbitration, including filings, testimony, evidence, and the final award, shall be treated as strictly confidential unless disclosure is required by law or mutually agreed upon in writing.

Amendment and Modification of Terms

Right to Modify Agreement

Nativa Staffing reserves the exclusive right to amend, revise, or modify the terms of this Agreement as necessary to reflect changes in applicable laws, regulatory requirements, business operations, industry standards, or service enhancements.

Notice & Acceptance of Changes

- Any modifications shall take effect immediately for new Facilities engaging Nativa Staffing's services.
- For existing Facilities, Nativa Staffing shall provide a 30 to 60-day advance notice of any material changes via email or through the official Nativa Staffing platform.
- Continued use of Nativa Staffing's services following the expiration of the notice period shall constitute full acceptance of the revised terms.

2.3 Nativa Staffing Digital Marketplace

Platform Services

Nativa Staffing operates a digital staffing marketplace designed to connect healthcare Facilities with independent contractor medical professionals ("Professionals") for flexible staffing solutions. The platform serves as a facilitator, providing healthcare institutions with access to qualified Professionals while maintaining operational transparency.

Scope of Responsibility

- **Independent Contractor Relationship** – All Professionals engaged through Nativa Staffing's platform operate as independent contractors and are not employees, agents, or representatives of Nativa Staffing.
- **No Employer Obligations** – Nativa Staffing does not hire, employ, supervise, train, or manage Professionals nor does it assume responsibility for their performance, conduct, or

compliance with industry standards.

- **No Guarantee of Availability** – Nativa Staffing does not warrant or guarantee the availability, timeliness, or suitability of any specific Professional for a particular assignment. The Facility assumes full responsibility for selecting, vetting, and overseeing Professionals sourced through the platform.

2.3.3 Liability Disclaimer

- Nativa Staffing disclaims all liability arising from the actions, omissions, or professional performance of any independent Professional contracted by the Facility.
- Nativa Staffing shall not be held responsible for any disputes, claims, or legal actions initiated between a Facility and a contracted Professional, including but not limited to issues related to negligence, misconduct, non-performance, or professional malpractice.
- The Facility acknowledges and agrees that Nativa Staffing functions solely as a platform provider and assumes no duty to monitor, supervise, or intervene in Facility-Professional interactions unless explicitly required by law.

FACILITY RESPONSIBILITIES

Account Management

- **3.1.1 Registration & Approval:**
 - Facilities must create an account on the Nativa Staffing platform and undergo a verification process to confirm their eligibility.
 - Only legally recognized healthcare institutions operating within the United States may register.
 - Nativa Staffing reserves the right to approve or deny any registration at its sole discretion.
- **3.1.2 Data Integrity & Compliance:**
 - Facilities must ensure that all registration details, including contact information, licensing credentials, and staffing needs, are accurate and updated regularly.

- Providing false, misleading, or outdated information may result in immediate suspension or termination of the account.

Staffing Requests

- **3.2.1 Submission of Staffing Requests:**

- Facilities must provide complete and accurate details for each staffing request, including:
 - The required Professional's qualifications and specialty.
 - Job duties and expectations.
 - Location and shift duration (minimum six-hour booking per shift).
 - Any necessary certifications or clearances required for the role.

- **3.2.2 Cancellation & Modification Policy:**

- **Cancellations with Less than 24 Hours' Notice:** The Facility shall be liable for a cancellation fee equivalent to a six-hour shift.
- **Cancellations with More than 24 Hours' Notice:** No cancellation fee will be imposed.
- Facilities must notify Nativa Staffing of any changes to a scheduled shift as soon as possible to ensure proper coordination with assigned Professionals.

Compliance with Healthcare Standards

- **3.3.1 Accreditation & Industry Standards:**

- Facilities accredited by The Joint Commission or other regulatory bodies must adhere to all applicable healthcare, safety, and staffing guidelines.
- Facilities are responsible for ensuring that assigned Professionals comply with institutional policies and legal requirements.

- **3.3.2 Safety, Orientation & Onboarding:**

- Facilities must provide Professionals with a clear overview of unit-specific policies, safety procedures, and patient care expectations upon arrival.
- Any required training or orientation must be communicated in advance and factored into the work schedule.

Account Suspension & Termination

- Nativa Staffing reserves the right to suspend or permanently deactivate a Facility's account for:
 - Repeated violations of this Agreement.
 - Failure to comply with applicable healthcare regulations.
 - Any form of misuse, fraud, or abuse of the Nativa Staffing platform.

NATIVA STAFFING'S DUTIES

Platform Management & Oversight

- Nativa Staffing operates and maintains a secure digital platform designed to streamline the process of connecting healthcare Facilities with independent contractor Professionals.
- Our role is to ensure the platform remains functional, reliable, and user-friendly, providing technical support and assistance as needed.
- However, Nativa Staffing does not oversee, direct, or influence the work performed by Professionals, nor does it assume any responsibility for their supervision or day-to-day activities within a Facility.

Professional Verification & Credentialing

- **4.2.1 Pre-Screening & Background Checks:**
 - All Professionals undergo a verification process prior to referring healthcare professionals to a facility. This process may include verification of:

- Education and professional credentials.
 - State licensure and certifications.
 - Work experience and employment history.
 - Criminal background and exclusion list screenings.
 - Professional references as applicable.
- Such verification is conducted as an administrative screening process only and shall not be construed as a guarantee of clinical competency, performance, or conduct of any healthcare professional.
- **4.2.2 Ongoing Monitoring & Compliance:**
 - Nativa Staffing ensures continued compliance with industry regulations by conducting periodic reviews of Professional credentials.
 - Professionals found to be non-compliant with licensing, safety, or ethical standards may be removed from the platform.

FINANCIAL TERMS

Platform Usage Fees

- Nativa Staffing charges a service fee for each successful staffing placement.
- Fee structures vary depending on the type of service requested and are transparently outlined on the platform.
- Any modifications to fee structures will not apply retroactively to prior agreements.

Professional Compensation & Payment Processing

- Compensation rates for Professionals are determined by industry standards, specific specializations, and regional market conditions. Detailed provider compensation structures are outlined in **Schedule A - Provider Rate Definitions**, which is incorporated into and made part of this Agreement.

- Overtime compensation is calculated at one and a half times the standard hourly rate and applies after (10) consecutive hours worked for a single booked shift. For all booked assignments (multiple booked shifts), overtime is only applicable after an employee has exceeded (40) total hours of work in a given assignment.
- Payment for per diem (single booked shifts) and multi-shift assignments, must be submitted within 30 days from the date of initial request and invoicing, unless otherwise defined in Schedule A. Failure to remit payment within this timeframe may result in late fees.
- If a payment is not received within 30 days, a 3% interest fee will be added to the invoice. Nativa Staffing reserves the right to pursue legal action at its discretion for outstanding payments.

Payment Processing

All payments for staffing and or consulting services shall be made directly in accordance with the payment instructions listed on the issued invoice. Nativa Staffing & Consultants, LLC has assigned certain accounts receivable to:

1st Commercial Credit, LLC

P.O. Box 201770

Dallas, TX 75320

Phone: (800) 716-4830

Email: servicing-1cc@1stcommercialcredit.us

- Upon notice of assignment, the Facility agrees that all payments for invoices issued under this Agreement must be made directly to 1st Commercial Credit, LLC. Payment to any other party shall not constitute valid payment of the invoice.
- Any disputes, claims, or offsets related to invoices must be directed to 1st Commercial Credit, LLC in accordance with the notice of assignment.

Payment Terms

Per Diem/ Single Shift Bookings & Assignments/multi-shift Bookings:

- Invoices for single booked shifts as well as multi-shift bookings or assignments shall be paid within thirty (30) days (Net 30) from the invoice date.

- Failure to remit payment within the required timeframe may result in late fees, interest charges, suspension of services and, or collection action.
- Nativia Staffing reserves the right to suspend staffing and/or consulting services if invoices become overdue.

5.3 Refunds & Dispute Resolution

- Except where required by law, refunds are granted solely at Nativia Staffing's discretion. Prepaid staffing services governed by Section 5.4 are non-refundable once staffing has been scheduled and confirmed.
- If a healthcare provider fails to complete the required paperwork, a grace period of 15 days will be granted to ensure the nurse has adequate time to finalize and submit the necessary documentation. During the 15-day grace period, the facility will not incur penalties, and a payment delay of up to 15 days will be considered acceptable. The healthcare provider will experience a delay in their payments from Nativia Staffing until the required documentation is completed.
- Facilities must submit disputes regarding service quality or payment discrepancies within seven (7) calendar days of service completion.
- All disputes must be reported via the Nativia Staffing platform's designated resolution system.

5.4 Prepaid/ Pay-As-You-Go Staffing Option

Prepaid Staffing Program

Facilities approved for Nativia Staffing's prepaid staffing option shall prepay for staffing services before the scheduled shift or assignment begins.

5.4.1 Staffing Hour Estimates

- Prior to booking a healthcare professional, the facility shall utilize Nativia Staffing's staffing calculator or scheduling system to estimate the number of hours required for the requested coverage.
- Nativia Staffing recommends that facilities reasonably overestimate anticipated staffing needs to avoid interruptions in coverage.

5.4.2 Prepayment Requirements

- All prepaid staffing services must be paid in advance based upon the estimated number of hours requested by the facility.
- Healthcare professionals assigned through Nativa Staffing are only obligated to work for the prepaid hours approved and funded by the facility. If utilizing the prepaid staffing option, then the facility agrees to reasonably overestimate anticipated staffing needs to help ensure uninterrupted coverage.

5.4.3 Additional Time Requests

- If additional coverage is required beyond the prepaid hours, the facility must request and submit payment for additional hours before the healthcare professional continues providing services beyond the originally approved time period.
- Nativa Staffing will make reasonable efforts to accommodate extension requests but cannot guarantee availability.

5.4.4 Expiration of PrePaid Hours

- Facilities are responsible for estimating their anticipated staffing needs prior to booking services. Nativa Staffing recommends reasonably overestimating anticipated coverage requirements to help ensure uninterrupted staffing and avoid the need for additional bookings.
- Healthcare professionals reserve their availability based upon the hours requested by the Facility. For this reason, all prepaid staffing payments are considered final once staffing has been scheduled and confirmed. Unused hours, partially utilized hours, or early shift releases are not eligible for refunds, credits, transfers, or future use.

5.4.5 Direct Hire Conversion Policy

Nativa Staffing supports long-term employment opportunities and values lasting relationships between healthcare professionals and the facilities they serve. We understand that, over time, a Facility may wish to directly employ a Professional introduced through Nativa.

To help offset the substantial investment Nativa makes in recruiting, credentialing, onboarding, verifying qualifications, and successfully matching Professionals with Facilities, the following conversion fee schedule shall apply if a Facility elects to directly hire or otherwise engage a Professional introduced or referred through Nativa:

- **Within the first six (6) months** following the Professional's initial assignment with the Facility: **20% of the Professional's anticipated first-year base compensation.**
- **More than six (6) months but within twelve (12) months: 10% of the Professional's anticipated first-year base compensation.**
- **More than twelve (12) months: No conversion fee shall apply.**

The conversion fee becomes due upon the Facility's direct employment or engagement of the Professional and is payable within thirty (30) days.

Nativa believes this graduated approach provides Facilities with flexibility while recognizing the significant resources invested in identifying, screening, credentialing, and placing qualified healthcare professionals.

6. INSURANCE & LIABILITY

6.1 Insurance Requirements

Each party shall maintain the following insurance coverage for the duration of their use of Nativa Staffing's services:

- **Commercial General Liability Insurance:** Minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- **Professional Liability Insurance (Errors & Omissions):** Minimum of \$1,000,000 per incident and \$3,000,000 aggregate.
- **Workers' Compensation Insurance:** As required by applicable state and federal laws.

Facilities must provide proof of insurance coverage upon request by Nativa Staffing.

6.2 Limitations of Liability

Nativa Staffing shall not be held liable for:

- Any actions, omissions, or misconduct of Professionals engaged through the platform.
- Any damages, injuries, or liabilities resulting from Professional services.
- Any disputes arising between Facilities and Professionals.

The liability limitations set forth in this Agreement shall apply to the fullest extent permitted by law.

GENERAL PROVISIONS

Assignment of Rights & Obligations

- **Nativa Staffing's Rights:** Nativa Staffing reserves the right to assign, transfer, or delegate any or all of its rights, obligations, or interests under this Agreement to its affiliates, successors, or third parties without requiring prior approval from Facilities.
- **Facility Restrictions:** Facilities may not assign, transfer, or delegate their rights or obligations under this Agreement to any third party, including mergers, acquisitions, or changes in ownership, without obtaining prior written consent from Nativa Staffing.
- **Unauthorized Assignment:** Any attempted assignment by a Facility without prior written approval shall be deemed null and void, and Nativa Staffing reserves the right to terminate the Agreement immediately upon discovery of such unauthorized transfer.

Waiver of Rights

- **Non-Enforcement & Future Rights:** The failure of either party to enforce any provision, right, or remedy under this Agreement shall not be deemed a waiver of any subsequent enforcement of the same or other provisions.
- **Limited Scope of Waiver:** A waiver of any specific provision must be in writing and shall not imply a waiver of any other provisions within this Agreement.
- **No Modification by Conduct:** Consistent inaction or failure to enforce contractual terms shall not modify the terms of this Agreement nor constitute a waiver of rights.

Branding, Marketing & Publicity

- **Facility Restrictions:** Facilities shall not use NativaStaffing's name, logo, trademarks, trade dress, or marketing materials for advertising, promotional purposes, or any form of public communication without obtaining prior written approval.

- **Permitted Use by Nativa Staffing:** Nativa Staffing reserves the right to list Facility names, logos, and other relevant details on its website, promotional materials, and business development communications for marketing and industry recognition purposes.
- **Confidentiality of Business Relationships:** Except as expressly permitted by this Agreement, neither party shall make any public disclosures regarding their business relationship without obtaining prior written consent from the other party.

SUPPORT & CONTACT INFORMATION

For assistance, inquiries, or to report issues related to this Agreement, Facilities may contact Nativa Staffing through the following channels:

Mailing Address:

Nativa Staffing & Consultants, LLC

ATTN: Support

10-14 Saddle River Rd., Fair Lawn, NJ 07410

Email Support:

support@nativastaffing.com

Phone Support:

Toll-Free: 1-866-5-NATIVA (1-866-562-8482)

Business Hours:

Monday – Friday: 9:00 AM – 6:00 PM (Eastern Time)

Saturday & Sunday: Closed

POST-TERMINATION OBLIGATIONS & SEVERABILITY

- **Survival of Terms:** The terms of this Agreement that, by their nature, extend beyond termination (e.g. confidentiality, indemnification, dispute resolution, payment obligations, and any other provisions that by their nature are intended to survive termination) shall remain binding on both parties.

- **Severability Clause:** If any provision of this Agreement is deemed invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.
- **Modification & Amendments:** Nativa Staffing reserves the right to update or amend this Agreement from time to time. Any material modifications will be communicated to Facilities through written notice, email, or updates to the platform’s terms of service.

NATIVA STAFFING & CONSULTANTS, LLC

	PRINTED NAME:	
	TITLE:	
AUTHORIZED SIGNATURE	DATE:	
	TIME:	

AUTHORIZED FACILITY REPRESENTATIVE

By signing below, the undersigned represents and warrants that they are authorized to execute this Agreement on behalf of the Facility.

SIGNATURE:	FACILITY NAME:
PRINTED NAME:	DATE:
TITLE:	TIME: