Nursing Agency Contract

This **Nursing Agency Contract** (“***Agreement***”) is entered into as of _____ ("***Effective Date***") by and between the following parties:

Agency

_____

_____ _____

_____ _____ _____ _____

_____ _____

Facility

_____

_____ _____

_____ _____ _____ _____

_____ _____

1. Purpose

Facility wishes to obtain temporary nursing and related clinical personnel from Agency. Agency agrees to provide qualified personnel to Facility under the terms of this Agreement.

2. Services

Agency will use reasonable efforts to provide qualified personnel for assignments requested by Facility, including registered nurses, licensed practical or vocational nurses, certified nursing assistants, and other agreed healthcare professionals (“***Assigned Personnel***”).

Facility will submit assignment requests that identify the required role, qualifications, unit or department, shift dates and times, anticipated duration, required experience, and any other material requirements.

Agency is not required to fill every request. An assignment is confirmed only when Agency notifies Facility that Assigned Personnel have accepted it.

3. Assignment Details and Rates

The parties will document each confirmed assignment in writing, including by email or through an approved scheduling platform. The following table may be used for agreed staffing rates:

Role	Regular Hourly Rate	Overtime Rate	Holiday Rate	Minimum Shift Length
Registered Nurse				

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Licensed Practical/Vocational Nurse				
Certified Nursing Assistant				
Other:				

Unless otherwise agreed in writing, Facility will pay the applicable rate for all approved hours worked, including required orientation, training, meetings, and documentation time.

4. Agency Responsibilities

Agency will maintain all licenses, registrations, approvals, and business authorizations required to provide the Services. Agency will use reasonable screening and verification procedures for Assigned Personnel, including verification of professional licenses, certifications, work eligibility, references, background checks, and exclusion-list screening, to the extent required by applicable law and appropriate for the role.

Agency will confirm that Assigned Personnel hold the credentials required for their assigned roles and will promptly notify Facility if Agency becomes aware that an Assigned Person no longer meets a required qualification.

Agency will remain responsible for compensation, payroll taxes, benefits, workers' compensation coverage, and personnel management for Assigned Personnel, except to the extent a different arrangement is expressly required by law.

5. Facility Responsibilities

Facility will provide a safe and properly equipped workplace, adequate supervision, orientation, access credentials, and information reasonably necessary for Assigned Personnel to perform their duties.

Facility is responsible for determining the clinical duties, patient assignments, staffing levels, supervision requirements, policies, procedures, and standards of care applicable at its facility. Facility will not assign personnel beyond their verified scope of practice, credentials, competency, or agreed assignment.

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Facility will promptly notify Agency of any concern involving an Assigned Person, including a performance concern, patient-safety issue, workplace injury, suspected misconduct, or change in assignment requirements.

Facility will maintain appropriate records for patient care, medication administration, incident reporting, and clinical supervision. Patient records created or accessed during an assignment remain Facility property, subject to applicable law.

6. Assigned Personnel

Assigned Personnel are employees or independent contractors of Agency, as determined by Agency and applicable law. They are not employees of Facility.

Nothing in this Agreement prevents Facility from directing Assigned Personnel regarding patient care, work schedules, safety requirements, compliance obligations, or Facility policies applicable to the assignment. Facility may remove an Assigned Person from an assignment for reasonable concerns regarding safety, conduct, competency, policy compliance, or operational needs.

Agency will use reasonable efforts to provide a replacement where Facility requests removal of Assigned Personnel. Agency does not guarantee immediate replacement availability.

7. Compliance and Professional Standards

Each party will comply with laws, regulations, licensing requirements, accreditation standards, and professional standards applicable to its obligations under this Agreement.

Assigned Personnel must comply with Facility's reasonable policies concerning patient safety, infection prevention, workplace conduct, security, documentation, confidentiality, and emergency procedures, provided that such policies are provided to them before or during orientation.

Facility remains responsible for maintaining legally required staffing levels and for all decisions regarding patient care and clinical supervision within its operations.

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8. Confidentiality and Patient Information

Each party will protect the other party's confidential business information and use it only as necessary to perform this Agreement. Each party will protect patient and health information in accordance with applicable privacy and security laws. Assigned Personnel may access patient information only to the extent necessary for assigned duties.

If Agency performs services that make it a business associate or equivalent service provider under applicable privacy law, the parties will enter into any required written privacy or data-processing agreement before Agency receives protected information in that capacity. Under U.S. HIPAA rules, a covered entity generally needs satisfactory written assurances before disclosing protected health information to a business associate.

9. Timekeeping and Invoices

Facility will review and approve time records promptly. If Facility disputes any recorded hours, it must notify Agency in writing within _____ business days after receiving the applicable invoice and explain the basis for the dispute.

Agency will invoice Facility _____. Facility will pay undisputed invoices within _____ days after receipt. Late amounts may accrue interest at the lesser of _____% per month or the maximum rate permitted by law.

Facility remains responsible for payment of all approved hours, cancellation charges, applicable taxes, and agreed expenses.

10. Cancellations and Schedule Changes

Facility must give Agency at least _____ hours' notice to cancel or materially change a confirmed shift. If Facility provides less notice, Facility will pay a cancellation charge equal to _____ hours at the applicable rate, unless the cancellation results from an emergency outside Facility's reasonable control.

Agency will notify Facility as soon as reasonably possible if Assigned Personnel cannot report for a scheduled shift. Agency will use reasonable efforts to provide a replacement but does not guarantee one.

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11. Insurance

Agency will maintain commercially reasonable insurance, including professional liability, general liability, workers' compensation, and employer liability coverage, as applicable to its operations.

Facility will maintain commercially reasonable general liability, professional liability, premises liability, and other insurance appropriate for its operations. Upon written request, either party will provide reasonable evidence of required insurance coverage.

12. Indemnification

Agency will defend, indemnify, and hold harmless Facility and its officers, directors, employees, and agents from third-party claims, damages, losses, liabilities, and reasonable costs arising from Agency's breach of this Agreement, Agency's employment-related obligations, or the negligent acts or omissions of Agency or Assigned Personnel acting within the scope of an assignment.

Facility will defend, indemnify, and hold harmless Agency and its officers, directors, employees, contractors, and agents from third-party claims, damages, losses, liabilities, and reasonable costs arising from Facility's breach of this Agreement, unsafe facility conditions, Facility's policies or directions, Facility's clinical supervision, or the negligent acts or omissions of Facility and its personnel.

Neither party is required to indemnify the other for losses caused by the other party's negligence, willful misconduct, or breach of this Agreement.

13. Limitation of Liability

Neither party will be liable to the other for indirect, incidental, special, punitive, or consequential damages arising from this Agreement, including lost profits or lost business opportunities, except where liability cannot be limited under applicable law.

This clause does not limit liability for payment obligations, confidentiality or privacy breaches, fraud, willful misconduct, bodily injury, death, or indemnification obligations.

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14. Direct Hire of Assigned Personnel

During an assignment and for _____ months after its end, Facility will not directly employ, engage, or contract with an Assigned Person introduced by Agency without Agency's prior written consent.

If Facility hires or engages such person during this period, Facility will pay Agency a placement fee of _____, unless otherwise agreed in writing. This clause applies only to the extent permitted by applicable law.

15. Term and Termination

This Agreement begins on the Effective Date and continues until terminated under this clause.

Either party may terminate this Agreement without cause by giving _____ days' written notice to the other party.

Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and does not cure the breach within _____ days after receiving written notice, if applicable law or patient safety requires immediate termination, or if the other party loses a required license, insurance coverage, or legal authorization.

Termination does not affect Facility's obligation to pay amounts due for Services performed before termination, including approved cancellation charges and expenses. Clauses concerning confidentiality, privacy, payment, indemnification, liability limits, dispute resolution, and any obligations intended to continue will survive termination.

16. Notices

Notices under this Agreement must be in writing and delivered by personal delivery, recognized courier, certified mail, or email with confirmation of receipt to the addresses indicated in the first page of this Agreement or to any updated address provided in writing.

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17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

The parties will first attempt in good faith to resolve any dispute through discussions between authorized representatives. If they cannot resolve the dispute within _____ days, either party may pursue available legal remedies in the courts located in _____, unless the parties agree in writing to another dispute-resolution process.

18. General Terms

This Agreement is the complete agreement between the parties regarding its subject matter and replaces prior discussions or agreements on that subject.

Any amendment must be in writing and signed by authorized representatives of both parties.

Neither party may assign this Agreement without the other party's written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all relevant assets.

If a provision is unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

A delay or failure to enforce a right does not waive that right. This Agreement may be signed electronically and in counterparts, each of which is treated as an original and together form one agreement.

Signatures

The parties confirm that their authorized representatives have read, understood, and agreed to this Agreement.

Agency

Name _____

Date _____

Signature

_____

Facility

Name _____

Date _____

Signature

_____

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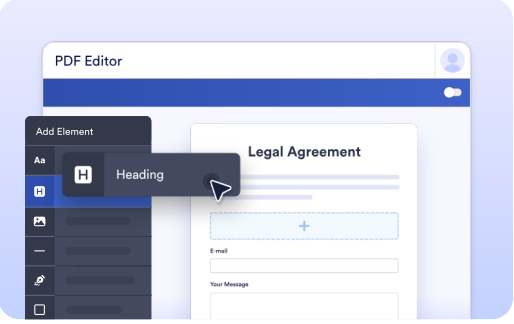
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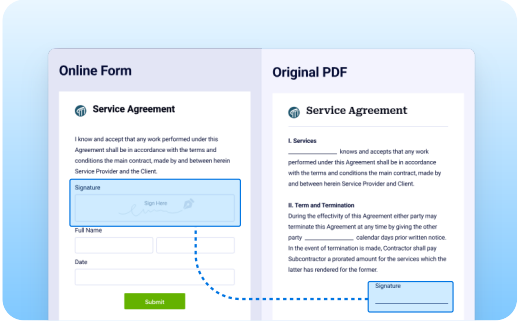
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