

California Department of Public Health

PRINTED: 07/22/2024
FORM APPROVED

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: CA970000145	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____		(X3) DATE SURVEY COMPLETED 05/05/2022
NAME OF PROVIDER OR SUPPLIER OLYMPIA CONVALESCENT HOSPITAL			STREET ADDRESS, CITY, STATE, ZIP CODE 1100 S. ALVARADO ST LOS ANGELES, CA 90006		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE	
A 000	<p>Initial Comments</p> <p>The following reflects the findings of the California Department of Public Health during a staffing audit visit for 24 randomly selected days from 07/01/2021 to 09/30/2021.</p> <p>Representing the Department: E.P., Associate Governmental Program Analyst.</p> <p>Welfare and Institutions (W&I) Code section 14126.022 sets forth the Department's authority to conduct audits of direct caregiver nursing services provided to residents of skilled nursing facilities, and to establish procedures for conducting such audits through All Facility Letters (AFLs). <http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=14126.022.&lawCode=WIC></p> <p>AFL 21-11, setting forth the audit process and guidelines for facilities is available through the following link: <https://www.cdph.ca.gov/Programs/CHCQ/LCP/Pages/AFL-21-11.aspx></p> <p>Health and Safety Code (HSC) 1337-1338.5, sets forth the requirements for Certified Nurse Assistants is available through the following link: <https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=2.&lawCode=HSC&article=9></p> <p>W&I section 14126.022 requires the Department to assess an administrative penalty to a SNF if the Department determines that the SNF fails to meet the DHPPD requirements pursuant to HSC sections 1276.5 or 1276.65. The Department shall assess an administrative penalty to any facility that fails to meet the applicable standard</p>	A 000	<p>Plan of Correction</p> <p>Olympia Convalescent Center submits this response and Plan of Correction as part of the requirements under the State and Federal Law. The Plan of Correction is submitted in accordance with specific regulatory requirements. It shall not be construed as admission of any alleged deficiency cited or any liability. The provider submits this Plan of Correction with the intention that it is inadmissible by any third party in any civil, criminal action or proceedings against the provider or its employees, agents, officers, directors, or shareholders. The provider reserves the right to challenge the cited findings if at any time the provider determines that the disputed findings are relied upon in a manner adverse to the interest of the provider either by the governmental agencies or third party. Any changes to provider policy or procedures should be considered to be subsequent remedial measure as the concept is employed in Rule 407 of the federal rules of evidence code section 1151 and should be in any proceeding on that basis.</p>		

Licensing and Certification Division

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

6655

SF0011

8/1/24

If continuation sheet 1 of 4

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NAME OF PROVIDER OR SUPPLIER

STREET ADDRESS, CITY, STATE, ZIP CODE

OLYMPIA CONVALESCENT HOSPITAL

**1100 S. ALVARADO ST
LOS ANGELES, CA 90006**

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A 000	<p>Continued From page 1</p> <p>for staffing requirements on any given day. The applicable standard is 3.5 DHPPD and 2.4 DHPPD (CNA), unless an approved Workforce Shortage or Patient Needs Waiver is granted.</p> <p>The statute was not met as evidenced by the following findings:</p> <p>Final Audit Result:</p> <p>Total Distinct Non-Compliant Day(s) = 4</p> <table border="1"> <thead> <tr> <th>Date</th> <th>3.5</th> <th>2.4</th> </tr> </thead> <tbody> <tr><td>07/04/2021</td><td>4.03</td><td>2.72</td></tr> <tr><td>07/08/2021</td><td>4.17</td><td>2.79</td></tr> <tr><td>07/14/2021</td><td>3.96</td><td>2.59</td></tr> <tr><td>07/22/2021</td><td>4.10</td><td>2.59</td></tr> <tr><td>07/28/2021</td><td>3.73</td><td>2.54</td></tr> <tr><td>08/08/2021</td><td>*3.46*</td><td>2.45</td></tr> <tr><td>08/10/2021</td><td>4.16</td><td>2.76</td></tr> <tr><td>08/15/2021</td><td>3.64</td><td>2.46</td></tr> <tr><td>08/16/2021</td><td>3.92</td><td>2.63</td></tr> <tr><td>08/21/2021</td><td>3.73</td><td>2.58</td></tr> <tr><td>08/24/2021</td><td>4.22</td><td>3.13</td></tr> <tr><td>08/27/2021</td><td>3.92</td><td>2.58</td></tr> <tr><td>08/31/2021</td><td>4.06</td><td>2.67</td></tr> <tr><td>09/01/2021</td><td>3.93</td><td>2.40</td></tr> <tr><td>09/02/2021</td><td>4.06</td><td>2.53</td></tr> <tr><td>09/04/2021</td><td>3.62</td><td>2.47</td></tr> <tr><td>09/10/2021</td><td>3.57</td><td>2.43</td></tr> <tr><td>09/12/2021</td><td>*3.41*</td><td>*2.32*</td></tr> <tr><td>09/16/2021</td><td>3.82</td><td>2.53</td></tr> <tr><td>09/17/2021</td><td>3.70</td><td>2.49</td></tr> <tr><td>09/22/2021</td><td>*3.47*</td><td>*2.00*</td></tr> <tr><td>09/27/2021</td><td>*3.41*</td><td>*2.14*</td></tr> <tr><td>09/29/2021</td><td>3.69</td><td>2.40</td></tr> <tr><td>09/30/2021</td><td>3.82</td><td>2.47</td></tr> </tbody> </table> <p>*x xx* = non-compliant date</p>	Date	3.5	2.4	07/04/2021	4.03	2.72	07/08/2021	4.17	2.79	07/14/2021	3.96	2.59	07/22/2021	4.10	2.59	07/28/2021	3.73	2.54	08/08/2021	*3.46*	2.45	08/10/2021	4.16	2.76	08/15/2021	3.64	2.46	08/16/2021	3.92	2.63	08/21/2021	3.73	2.58	08/24/2021	4.22	3.13	08/27/2021	3.92	2.58	08/31/2021	4.06	2.67	09/01/2021	3.93	2.40	09/02/2021	4.06	2.53	09/04/2021	3.62	2.47	09/10/2021	3.57	2.43	09/12/2021	*3.41*	*2.32*	09/16/2021	3.82	2.53	09/17/2021	3.70	2.49	09/22/2021	*3.47*	*2.00*	09/27/2021	*3.41*	*2.14*	09/29/2021	3.69	2.40	09/30/2021	3.82	2.47	A 000	<p>A 200 3.5 Standard, 205 2.4 Standard</p> <p>It is the policy of the facility that our direct care services hours are at 3.5 per patient day standard and 2.4 per patient day for CNAs.</p> <p>Corrective action/Immediate Measures:</p> <p>The facility offered all staff a referral bonus for any friends or relatives who are hired.</p> <p>In 2024 we contracted with two new Registries' to enhance our ability to fill open shifts. The Registries' have licensed nurses and CNAs. The facility now works with an executive search firm, to recruit CNAs and licensed nurses. The Hire Mark (Chaim Marks, Executive Recruiter and CEO).</p> <p>Since this audit, 55 direct care staff have been hired from 2021 to present. Out of the 55 employees hired, 22 were licensed nurses and 33 were CNAs. The facility reviewed and updated our wage scales for licensed nurses and CNAs to stay competitive with other healthcare facilities.</p>	
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A 200	Continued From page 2	A 200		
A 200	<p>HSC 1276.65(c)(1)(B) SAS - 3.5 Standard</p> <p>(B) Effective July 1, 2018, skilled nursing facilities, except those skilled nursing facilities that are a distinct part of a general acute care facility or a state-owned hospital or developmental center, shall have a minimum number of direct care services hours of 3.5 per patient day, except as set forth in Section 1276.9.</p> <p>This Statute is not met as evidenced by: Facility failed to meet 3.5 Direct Care Service Hours Per Patient Day (DHPPD), Pursuant to HSC 1276.65(c)(1)(B) for 4 of 24 days.</p> <p>Employee(s) failed to delineate time spent providing nursing services to skilled nursing care patients, as defined in HSC section 1276.65 and CCR Title 22, section 72309, section 72311 and section 72315, while assigned to perform other duties other than direct care.</p> <p>Review of Form 280A (Facility: Nurse Assistant Training Program Notice) states " Hire CNA Only, " therefore, the nurse assistant(s) do not count towards the 3.5 DHPPD per HSC, section 1337.1(b)(6).</p> <p>The total number of actual direct care nursing hours performed by direct caregivers per patient day divided by the average census during the patient day failed to meet DHPPD Staffing Standard(s).</p>	<p>A 200</p> <p>A 200</p>	<p>Other residents potentially affected:</p> <p>All residents had the potential to be affected by the deficient practice on the days below 3.5 PPD standard and 2.4 PPD for CNAs the facility reviewed.</p> <p>Measures and systemic changes:</p> <p>Besides the facility adding the two Registries', aggressive hiring, and upgrading our pay scales, we also changed our approach to retaining our staff.</p> <p>Our employees have always taken advantage of our generous benefits plan and liberal overtime. Now the facility is putting more emphasis on our culture and providing support for all employees to become part of our Olympia team, at their own speed and in their own way. From orientation and throughout their career with us, the facility will support each person as a team would. This approach has strengthened our staff, made "fitting in" easier, and we've found that employees are staying with the facility longer.</p>	
A 205	<p>HSC 1276.65(c)(1)(C) SAS - 2.4 Standard</p> <p>(C) Skilled nursing facilities shall have a minimum</p>	A 205		

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A 205	<p>Continued From page 3</p> <p>of 2.4 hours per patient day for certified nurse assistants in order to meet the requirements in subparagraph (B).</p> <p>This Statute is not met as evidenced by: Facility Failed to meet 2.4 Direct Care Service Hours Per Patient Day (DHPPD) performed by certified nurse assistants, pursuant to HSC 1276.65(c)(1)(C) for 3 out of 24 days.</p> <p>Employee(s) failed to delineate time spent providing nursing services to skilled nursing care patients, as defined in HSC section 1276.65 and CCR Title 22, section 72309, section 72311 and section 72315, while assigned to perform other duties other than direct care.</p> <p>Review of Form 280A (Facility: Nurse Assistant Training Program Notice) states " Hire CNA Only." therefore, the nurse assistant(s) do not count towards the 3.5 DHPPD per HSC, section 1337.1(b)(6).</p> <p>The total number of actual direct care nursing hours performed by direct caregivers per patient day divided by the average census during the patient day failed to meet DHPPD Staffing Standard(s).</p>	A 205	<p>Performance monitoring:</p> <p>The Administrator, DON, and DSD will be responsible to monitor the actual direct care nursing hours daily to ensure 3.5 PPD overall, and 2.4 PPD for CNAs is maintained. The Administrator, DON and DSD will work in tandem to fill open positions, fill open shifts and maintain 3.5 PPD overall and 2.4 PPD for CNAs. All three are available via call or text to address all issues. The DON and DSD will report any trends to the Quality Assurance and Performance Improvement (QAPI) Committee to ascertain the effectiveness of the corrective action at least every month until 100% compliance threshold is achieved and sustained. 100% compliance is achieved when there are no open positions or open shifts and we maintain 2.4 PPD and 3.5 PPD.</p> <p>Completion Date: 8/21/2024</p>		

ADVANCED CARE SERVICES
3435 Wilshire Blvd., Suite 305
Los Angeles, CA 90010
Tel: (213) 385-5545 Fax: (213) 385-5045
e-mail: advancedcare98@msn.com

TEMPORARY STAFFING AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth herein by and between **Advanced Care Services (ACS)**, henceforth referred to as "Agency", and the healthcare provider/facility specified with names and addresses as,

OLYMPIA CONVALESCENT HOSPITAL
1100 S. Alvarado St.
Los Angeles, CA 90006

referred to as "Client Facility" with reference to the following:

RECITALS

- A.** Agency is engaged and licensed in the business of providing qualified nurses to healthcare facilities and other institutions for temporary, supplemental staffing.
- B.** Client Facility is a healthcare provider / facility in need for such nurses.
- C.** Both parties agree that this is not an exclusive contract.
- D.** Both parties desire to enter into this agreement subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Agency Appointment:** Client Facility hereby appoints and contracts on a non-exclusive basis the services of Agency to provide qualified nurses for temporary supplemental nurse staffing. The number of qualified nurses Agency shall provide to Client Facility is on "as needed" and "as available" basis.
- 2. Availability:** Both parties agree that the availability of qualified nurses and nursing staff positions is not and cannot be guaranteed. Failure of Client Facility to request for nursing personnel and/or failure of Agency to provide nursing personnel does not constitute a breach of this contract.

Temporary Staffing Agreement ... page 2 of 4

3. **Agency Services:** Agency shall be responsible for the following:
 - The use of its best efforts to provide competent qualified nurses as requested by and for **Client Facility** to meet its supplemental nursing staff needs.
 - The appropriate and effective screening of candidate nurses which includes the efficient and expeditious examination and verification of the required credentials, paperwork and other pertinent documentation of qualified nurses.
 - The maintenance and updating of all records and files of each nurse on staff ready and available to **Client Facility** at any time upon request.
 - The employment of qualified nurses and the facilitation and payment of nurses' salaries, payroll taxes and provision of workmen's compensation, comprehensive general liability as well as professional liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence
 - The judicious evaluation of the qualified nurses' performance regularly.
 - The accurate and timely Billing and/or Invoicing of temporary nurses' services provided to **Client Facility** on a weekly basis.
 - All staff are employees of Advanced Care Services. (No Independent Contractors)
 - The review and evaluation of all documents of qualified nurses submitted by Agency for consideration.
 - Agency shall comply with any and all labor laws as applicable to Agency nurses, at Agencies sole cost and expense.
4. **Nurses Criteria:** Agency shall recruit and place each qualified nurse for **Client Facility** according to the following criteria:
 - Must be a graduate and hold a diploma from an accredited nursing school.
 - Must have a current Nursing License/ Certificate with a copy on hand at all times.
 - Must have at least one (1) year experience of work for licensed nurses and 6 months experience for nursing assistants.
 - Must accordingly have CPR and/or other specialty certifications required for which they will work.
 - Must have a current health/medical clearance issued within 12 months.
 - Must be of good moral and professional character.
5. **Obligations:** **Client Facility** shall be responsible for the following:
 - The use of its commercially reasonable efforts to notify Agency of its needs for qualified supplemental nursing staff, if **Client Facility** desires Agency nurses, to be scheduled in a timely manner or no later than two (2) hours prior to the start of nurses' schedules shifts.
 - The provision of written information to Agency for the purpose of orienting supplemental nurses prior to their first assignment.
 - The provision of all the training to the qualified nurses as noted in OSHA including, but not limited to, the Facility Exposure Plan, hazard communication and biohazard emergencies.
 - The timely payment to Agency of accurately billed/invoiced nursing services provided.

Temporary Staffing Agreement ... page 3 of 4

6. **Non-Solicitation:** Agency and Client Facility mutually agree not to hire or employ any of either party's current nursing personnel, other than as set forth in this agreement.

- Upon completion of the service agreement and for twelve (12) months thereafter Client Facility may directly employ such nurse without any further obligation to agency.
- Should Client Facility or Agency breach this Non-Solicitation clause, the breaching party shall pay the other party fifteen percent (15%) of said nurse's annual salary or \$5,000.00, whichever is more.
- Agency shall not provide or schedule nurses who were previously employed by Client Facility for a period of twelve (12) months from the time of employment termination.

This Section shall survive the termination of this agreement for twelve (12) months.

7. **Compensation:** Client Facility shall pay Agency as billed for services rendered by the qualified nurses as members of its temporary nursing staff accordingly and as specified in the attached Billing Rate and Payment Schedule.

8. **Cancellations:** Client Facility or Agency may cancel nurse's services within a minimum of two (2) hours notice prior to start of nurse's scheduled shift without incurring financial liability. Agency shall be solely responsible for notifying nurse of any cancellation of shift.

- Agency nurse shall be sent home at no cost to Client Facility if Client Facility cancels nurse's services prior to two (2) hours of the start of the shift and nurse reports for duty.
- Client Facility shall be liable for two (2) hours of nurse's pay in charges at the scheduled Billing Rate if Client Facility changes or cancels an order with less than two (2) hours prior to start of shift and the nurse cannot be contacted before reporting for work. Client Facility reserves the right to use nurse's services in the scheduled area, with nurse's consent, for two (2) hours for charges to get waived.
- Agency shall pay Client Facility two (2) hours of nurse's pay in credit if Agency cancels nurse's services in less than two (2) hours prior to start of shift. If a replacement nurse is sent and reports for work after the start of shift, Client Facility will only be responsible to pay for actual hours worked by nurse and only if Client Facility accepted such replacement nurse.

9. **Indemnification:** Agency and Client Facility shall indemnify, defend and hold one another harmless from and against any/all liabilities (including, without limitation, attorneys' fees and costs), losses, damages, penalties, legal proceedings, claims, investigations or hearings of any nature resulting from any negligent or willful act of any of their employees or representatives. For avoidance of doubt, all Agency nurses are deemed to be Agency employees for the purpose of

this Section (even if Client Facility is a joint employer under applicable law). Further, Agency shall indemnify, defend and hold harmless Client Facility from and against any and all liabilities (including, without limitation, attorneys' fees and costs), losses, damages and penalties of any kind and nature resulting from a breach of this Agreement and/or any violation of any labor laws.

10. **Term:** This contract shall be in effect, upon signing by both parties, for twelve (12) months renewable every year until otherwise terminated in writing. This contract may be amended or terminated at any time by either party within thirty-day written notice.

11. **Arbitration:** Any controversy arising out of or relating to the terms of this Agreement shall be settled in accordance with the rules of the American Arbitration Association and judgment or award rendered by the Arbitrator of Arbitrators may be entered in any court having jurisdiction thereof. Either party may submit to arbitration any controversy in claim. The losing party shall pay the reasonable attorney's fees and costs of the prevailing party in the arbitration, as well as with respect to any procedure or litigation, including any appeal, related to any arbitration award or judgment and/or the enforcing and/or collection of any such judgment or award.

12. **Compliance:** Agency and Client Facility shall comply with all the rules, regulations and governing laws in accordance with Nursing Service Regulations, DHS, JCAHO as well as with all the different State and Federal government agencies.

13. **Entire Agreement:** This contract contains the entire agreement of both parties and supersedes all other prior agreements made.

IN WITNESS THEREOF, the parties herein have caused this Agreement to be executed as of this day, the 11th of January, 2024.

Agency:

Lina Rama - Antig
Signature / Date 01/11/24

Lina Rama-Antig, RN / President
Print Name / Title

Client Facility:

Signature / Date

Adam Ashpes / COO
Print Name / Title

ADVANCED CARE SERVICES

3435 Wilshire Blvd., Suite 305
Los Angeles, CA 90010
Tel: (213) 385-5545 Fax: (213) 385-5045
e-mail: advancedcare98@msn.com

TEMPORARY STAFFING AGREEMENT

Preferred Billing Rates and Payment Schedule for Client Facility:

OLYMPIA CONVALESCENT HOSPITAL

1100 S. Alvarado St.
Los Angeles, CA 90006

	<u>RN</u>	<u>LVN</u>	<u>CNA</u>
Weekdays	\$ 75.00	\$ 60.00	\$36.00
Weeknights & Weekends			

- An additional \$10.00 per hour will be added if above nurse is assigned to a Covid unit/patient.
- Above rates are per hour up to 8 hours.
- Hours in excess of 8 hours will be charged 1.5 times the regular rate.
- Hours in excess of 12 hours will be charged 2 times the regular rate.
- Holiday rates are 1.5 times the regular rate.
- The following are considered / observed as public Holidays and will commence at 11-7 shift the day before the holiday up to 3-11 shift on the day of the holiday.
 - Christmas Eve July 4th
 - Christmas Day Labor Day
 - New Year's Eve Memorial Day
 - New Year's Day Thanksgiving Day
- All payments are due within thirty (30) days of Billing Date. A late payment charge of one and one-half percent (1.5%) per month of the unpaid balance or eighteen percent (18%) annual interest rate will be assessed to client Facility for payments not made within thirty (30) days.

Agreed by:

Agency:

Lina Rama-Antig
Signature / Date 01/11/24

Lina Rama-Antig, RN / President
Print Name / Title

Client Facility:

ALAN ASHRES
Signature / Date 1/23/24
Print Name / Title COO

SERVICES AGREEMENT

This Services Agreement (the “Agreement”), dated (the “Effective Date”), is by and between Shiftster, LLC d/b/a Eshyft (“Agency”) and, having its principal place of business at (“Client”).

WHEREAS, Agency (a limited liability company formed in New Jersey) is engaged in the business of making available per diem, relief and temporary clinical, and technical personnel including, but not limited to, registered nurses (RN), licensed practical nurses (LPN) and certified nurse aides (CNA) (collectively, “Temporary Clinicians”) to perform health care services for healthcare facilities including, but not limited to, skilled nursing facilities “Clinical Services”; and

WHEREAS, Client is a duly licensed skilled nursing or other healthcare facility; and

WHEREAS, Client desires to obtain the services of the Temporary Clinicians at Client’s facility and desires the ability to offer various assignments and pay rates to Temporary Clinicians using Agency’s proprietary software platform (“Eshyft”);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound thereby, the parties hereto agree as follows:

I. SCOPE OF SERVICES.

- A. Agency shall make available to Client, through Eshyft, Temporary Clinicians possessing a current and unrestricted license to practice as an RN, LPN, or CNA, as applicable. Client shall be allowed to offer assignments at Client-designated pay rates to Temporary Clinicians through Eshyft. The assignments offered shall not be for less than 3 hours per shift, and the pay rates offered shall not be lower than the applicable minimum wage.
- B. Client agrees to pay Agency in accordance with the rate schedule set forth in the Statement of Work attached hereto as Exhibit A and in such other subsequent assignments or Statements of Work (each, an “SOW”) as the parties may from time to time agree to add to this Agreement in the form of a separate exhibit or appendix that expressly references this Agreement and is signed by both parties. In the event that Client desires to make changes to a given SOW during the term of this Agreement, Client will so notify Agency, and both parties shall agree in writing on necessary adjustments, if any, to the other terms of this Agreement required to accommodate such changes.
- C. Except for the fees set forth and specified in the applicable SOW for the Services (the “Fees”) and except as otherwise provided in this Agreement, Client shall not be responsible for or have any obligations associated with the Temporary Clinicians’ wages, insurance, and all withholdings, taxes and other payments required by law. -1-

II. AGENCY OBLIGATIONS.

A. With respect to all work performed by Temporary Clinicians pursuant to this Agreement, Agency assumes full responsibility for: (i) payment of wages, including overtime, if any (except as set forth in Article III, C) and any other benefits that the Temporary Clinicians are entitled to under the laws of the applicable jurisdictions; (ii) paying, withholding and transmitting social security taxes, federal or state income taxes, and disability deductions, and other applicable payroll taxes/withholdings and employee benefits; (iii) making unemployment contributions; (iv) securing and providing workers' compensation and malpractice (if applicable) coverage; (v) handling unemployment, workers' compensation and malpractice claims; and (vi) hiring and discharging Temporary Clinicians. Temporary Clinicians shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its employees. Agency agrees to indemnify and hold Client and its affiliates harmless from liability for any taxes or employer contributions demanded or claimed by any Temporary Clinician or any state, federal or local government agency in connection with payment for services rendered by Agency and the

Temporary Clinicians pursuant to this Agreement.

B. Agency shall screen, verify applicable employment history, and verify the Temporary Clinicians' qualifications and applicable license, registration, and/or certification with applicable government agencies. Agency shall also conduct criminal

background check and ensure compliance with legally required pre-employment obligations (including but not limited to employment eligibility verification in accordance with U.S. Department of Homeland Security's requirements) for all Temporary Clinicians.

C. For all Temporary Clinicians who will have access to patients and/or residents of a health care facility as part of the Services to be provided pursuant to this Agreement:

(i) Agency represents that to the best of its knowledge, neither it nor any of its Temporary Clinicians are currently under investigation for any violation of the various provisions of laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion for such programs; and neither it nor any of the Temporary Clinicians have ever (a) been convicted of: (1) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit programs or any federally funded program; (2) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (3) fraud, theft, embezzlement, or other financial

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misconduct in connection with the delivery of a health care item or service; (4)

obstructing an investigation of any crime referred to in (1) or (2) above, or (5) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; (b) been required to pay any civil monetary penalty regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program; or (c) been excluded from participation in Medicare, Medicaid, any private health care benefit program or any federally funded program.

(ii) Agency agrees and shall require Temporary Clinicians to agree to maintain the privacy, confidentiality and security of Client's medical records and any medical information obtained in the course of providing Services in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

D. Agency will require Temporary Clinicians to accurately and fully complete time records and further agrees to require Temporary Clinicians to be subject to, and abide by, all applicable and lawful workplace policies and procedures of Client.

E. Agency shall secure and keep in full force in effect at all times during the term of this Agreement the following insurance:

Type of Insurance Minimum Level of Coverage

Comprehensive general liability \$1,000,000 each occurrence \$3,000,000 aggregate

Comprehensive professional malpractice \$1,000,000 each occurrence
\$3,000,000 aggregate

Upon Client's written request, Agency shall furnish Client with a certificate of insurance naming Client as an additional named insured on each above referenced policies and each policy shall remain in effect without change during the term of this Agreement.

F. The parties agree that Agency's obligation to make available Temporary Clinicians under the Agreement, or any applicable SOW, is subject to the availability of qualified Temporary Clinicians and technical issues that may affect the functionality or availability of Eshyft. Therefore, neither the inability of Agency to provide a Temporary Clinician to fill a specific role sought by Client nor the failure of a Temporary Clinician to report for or complete a scheduled assignment nor the unavailability or loss of functionality of Eshyft shall constitute a breach or default of the Agreement.

III. DUTIES OF CLIENT

A. Client shall only schedule or offer work assignments to Temporary Clinicians who were first introduced to Client by Eshyft, through Eshyft. Client shall not reassign, reschedule, or otherwise alter the terms of such Temporary Clinician's work assignment apart from Eshyft. All such changes or requests for staffing must be conducted through Eshyft.

B. Client shall retain the right to refuse to permit services by any Temporary Clinician if Client has not authorized the services or reasonably considers such Temporary Clinician unqualified to provide such services or determines that the services to be provided reasonably constitute a threat to the health, safety or well-being of others; provided, however, that any such removal will be without prejudice to any fees for hours actually worked by the Temporary Clinician.

C. With respect to the Services, Client shall ensure that all applicable federal, state and local statutes, laws and regulations concerning workplace safety, working conditions, meal breaks, and non-harassment are complied with.—Client understands that it may incur overtime liability if Client assigns a Temporary Clinician who is also an employee of Client to a shift after having already worked 40 or more hours for Client. Client agrees to indemnify Agency for any damages, fines and/or penalties incurred by Agency due to Client's violation of any of the above-described statutes, laws or regulations.

D. Prior to commencement of services by a Temporary Clinician, Client maintains the responsibility to in-service and train each Temporary Clinician with respect to Client's policies (including, but not limited to, workplace safety and OSHA), procedures and any required start up processes. Client shall forward documentation of such training and in service session(s) to Agency's corporate office for recordkeeping purposes.

E. Client shall retain, and nothing pursuant to this Agreement shall be construed to affect, Client's authority to: (i) hire, fire or discipline its own employees, contractors and other service providers; (ii) maintain and control its books and records; (iii) dispose of assets or incur liabilities on its own behalf; or (iii) adopt and enforce policies regarding the operation of its facility(ies).

F. Notwithstanding any other provision in this Agreement, Client remains responsible for ensuring that the Services provided pursuant to this Agreement comply with all pertinent provisions of federal, state, and local statutes, rules and regulations, including (i) OSHA guidelines regarding precautions and protection against blood-borne pathogens, and (ii) other applicable workplace safety and health laws (such as proper use of personal protective equipment). Client shall maintain such direction and control over the Temporary Clinicians as is necessary to conduct Client's business and without which Client would not

MEI 32003847v.1 be able to conduct its business, discharge any fiduciary responsibility which it may have,

or comply with applicable laws, regulations and licensure.

G. Nothing shall prevent Client from entering into any agreement with any other staffing or services company or agency.

IV. FEES; PAYMENT FOR SERVICES

A. Client shall pay the fees set forth in the applicable SOW based on the time records entered in Eshyft by the Temporary Clinicians ("Submitted Time"). Client's payment shall be due, and shall be charged to the payment method on file, on the earlier of following: (a) immediately upon Client's approval of Submitted Time; or (b) 5:00 PM each Monday for Submitted Time during the immediately preceding Workweek (as defined herein). For purposes of this Agreement, the "Workweek" begins at 6:00 AM (Eastern) on Sunday and ends at 11:59 PM (Eastern) on Saturday and is activated by the shift start time. An example of this, if a Temporary Clinician works from 11:00 PM on Saturday to 7:00 AM on Sunday, the entire shift will be considered part of the prior workweek, since the shift start time was before 11:59 PM.

B. Client shall pay the applicable fees for all Submitted Time (including, without limitation, time for work performed during meal periods), except for such Submitted Time that Client in good faith rejects via Eshyft no later than 5:00 PM (Eastern) on the Monday following the Workweek during which it was submitted (or resubmitted pursuant to IV. C).

C. Client shall not reject any Submitted Time unless Client has a good faith basis for believing that the reported time was not actually "hours worked" as defined by the regulations of the U.S. Department of Labor. For any Submitted Time rejected by Client, Client shall communicate its good faith basis to the Eshyft or the Temporary Clinician via Eshyft and allow the Temporary Clinician to make any necessary correction. If Client believes in good faith that any Submitted Time is fraudulent or otherwise intentionally false, Client shall promptly report this to Agency.

D. 1. The following holidays will be billed at a time and a half rate: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

2. Holidays will include the following shifts: New Years and Christmas previous night shift (e.g. December 31st 11-7), day shift and evening shift (7-3 and 3-11) Memorial Day, July 4th, Labor Day and Thanksgiving – day shift (e.g. July 4th) evening shift, night shift (all 3 shifts on the holiday day)

V. INDEPENDENT CONTRACTOR

The Services provided by Agency under this Agreement shall be rendered as an independent contractor of Client and only for the purposes set forth in this Agreement.

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Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Agency and Client.

VI. EEO COMPLIANCE

A. Each of Agency and Client affirms and agrees that it is an equal employment opportunity employer and is in full compliance with any and all applicable antidiscrimination laws, rules, and regulations. Each of Agency and Client agrees not to harass, discriminate against, or retaliate against any of its own employees or any employees of the other party because of his or her race, national origin, age, sex, religion, disability, marital status, or any other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation.

B. In the event of any complaint of unlawful discrimination, harassment, or retaliation by, against or in any way involving any Temporary Clinician, each of Agency and Client agrees to cooperate in the prompt investigation and resolution of such complaint.

VII. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and continue until terminated by either party. Either party shall have the right at any time, and for any reason or no reason, to terminate this Agreement by giving written notice of such termination either via mail, at the address specified in this Agreement, or via email, at the address specified in this Agreement. For purposes of this Agreement, Agency's email address is aryeh@eshyft.com and Client's email address is

B. In the event of termination by either party in accordance with this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales. However, the termination of this Agreement by either party for any reason: (i) does not excuse either party from performing any duty or obligation assumed under this Agreement before termination; (ii) does not have the effect of waiving any right either party may have to obtain performance; and (iii) does not preclude the non-breaching party from pursuing any and all remedies available to it at law or equity.

VIII. NON-DISCLOSURE

Agency acknowledges that it or its Temporary Clinicians may be given access to or acquire information which is proprietary to or confidential to Client or its customers or patients. Any and all such information obtained by Agency or Temporary Clinicians shall be deemed to be confidential and proprietary information. Agency agrees to advise the Temporary Clinicians and its officers, directors, agents, and other employees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of Services to Client pursuant to this Agreement. Notwithstanding anything herein to the contrary, this provision shall survive termination of this Agreement. -6-

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In addition, each party agrees to comply with the Health Insurance and Accountability Act of 1996 Standards for Privacy of Individually Identifiable Health Information ("HIPPA Privacy Standards") and observe all applicable federal, state and local laws and regulations relating to the confidentiality of records and patient information. Agency will not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or as authorized in writing by Client or by a patient.

IX. WARRANTIES

Agency warrants that it is fully ready, willing and able to perform the services promised under this Agreement and that it is not limited by the terms of any other agreement or obligation from discharging its obligations under this Agreement.

X. LIABILITY WAIVER/INDEMNIFICATION

A. Agency understands that Client has no liability whatsoever for any injury to the Temporary Clinicians or any officers, directors, agents or other employees of Agency or other persons or property caused by the performance of any acts or services provided by Agency and its Temporary Clinicians or its officers, directors, agents or other employees pursuant to this Agreement unless such injury is due to the willful misconduct of Client or Client's officers, employees or authorized agents, or by Client's breach of this Agreement. Agency agrees to indemnify, hold harmless, and defend Client and its parents, subsidiaries, affiliates and related companies and their respective officers, directors, employees, agents, successors and assigns from and against any suit and claims for damages arising from or caused by (a) any wrongful or negligent acts or omissions of Agency and the Temporary Clinicians, officers, directors, agents, or other employees, and (b) the failure of Agency, the Temporary Clinicians, its officers, directors, agents, or other employees to comply with the terms of this Agreement or applicable federal, state or local laws, rules, regulations or ordinances.

B. Client understands that Agency has no liability whatsoever for any injury to any of Client's employees or any officers, directors, agents or other services providers of Client or other persons or property unless such injury is due to the negligence, recklessness, or willful

misconduct of Agency or its Temporary Clinicians. Client agrees to indemnify, hold harmless, and defend Agency and its parents, subsidiaries, affiliates and related companies and their respective officers, directors, employees, agents, successors and assigns from and against any suit and claims for damages arising from or caused by (a) any willful misconduct acts of Client or its employees and agents, and (b) the failure of Client or its employees and agents to comply with the terms of this Agreement or applicable federal, state or local laws, rules, regulations or ordinances.

C. In no event will either party be liable to the other party for any special, indirect, or consequential damages (including but not limited to loss of profits) arising out of any performance of this agreement or in furtherance of the provisions or objectives of this

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MEI 32003847v.1 agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages.

XI. SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of Agency and Client and their respective heirs, successors, assigns, and legal representatives.

XIII. APPLICABLE LAW

This Agreement shall in all respects, including all matters of construction, validity and performance, be governed by and construed and enforced in accordance with the laws of the State in which the Temporary Clinician Services are performed without regard to its conflicts of laws principles. Any legal proceeding in connection herewith shall be brought in New Jersey.

XIV. SEVERABILITY

If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining covenants shall remain in full force and effect to the maximum extent permitted by law.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered herein. All prior understandings and agreements between the parties with respect to such subject matter, whether oral or written, are hereby superseded and nullified. This Agreement may be amended only by a writing which specifically identifies this Agreement and the provisions(s) to be amended.

XVI. NON-WAIVER

The failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement or to exercise any right, remedy or provision of this Agreement

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will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to consent or rely upon the same in that or any other instance; rather, the same will be and remain in full force and effect.

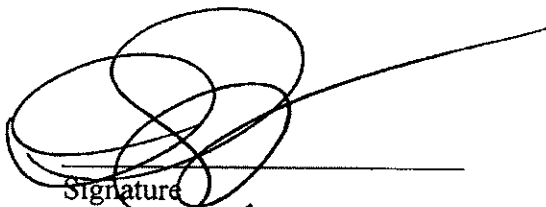
XVII. NON-SOLICITATION

During the term of this Agreement and for a period of 24 months following the termination of this Agreement, Agency shall not, without the written permission of Client, directly or indirectly knowingly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is or was employed by Client, (ii) encourage any such person not to devote his or her full business time to Client, or (iii) agree to hire or employ any such person. For avoidance of doubt, this Section shall only apply to the extent Agency knows that the applicable person is an employee of Client.

XVIII. NON-SOLICITATION -REFERRAL FEE

Client agrees that for each Temporary Clinician introduced to it by Agency, Client shall neither solicit nor hire that Temporary Clinician for a period of six months following commencement of services by that Temporary Clinician (the "Restricted Period"), Client shall have the right to hire any Temporary Clinician following the conclusion of that Temporary Clinician's Restricted Period, and upon such hiring. Client shall pay Agency a referral fee of 20% of the annuitized salary offered to the Temporary Clinician by Client. The referral fee shall be due immediately upon Client's hiring of the Temporary Clinician and shall be immediately charged to the payment method on file. Upon the conclusion of the Restricted Period, the 20% Referral Fee will be waived if the Temporary Clinician has worked for Client consistently for a 12-month period, starting at the end of the "Restricted Period"

IN WITNESS WHEREOF, this Services Agreement has been duly executed by Shiftster, LLC and on the dates set forth below.


Signature
Adam Ashpes
Printed Name

C.O.O.
Title
2/29/24
Date

SHIFSTER, LLC.

Signature

Aryeh Magid
Printed Name

Operations
Title

Date



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EXHIBIT A**STATEMENT OF WORK # 001**

This Statement of Work ("SOW") is pursuant to the Services Agreement effective as of (the "Agreement") between Shiftster, LLC dba Eshyft ("Company") and ("Client") and is entered into and effective on the last signature date shown below ("SOW Effective Date"). The Parties agree to the Services set forth in this SOW subject to all the terms and conditions of the Agreement between the Parties. This SOW is incorporated in and made a part of the Agreement. Nothing in this SOW shall supersede the terms set forth in the Agreement. Nothing in any attachment to this SOW shall supersede the terms set forth in this SOW or the Agreement. Defined terms in this SOW shall have the meaning given to them in the Agreement unless defined herein.

1. DEFINITIONS

“Gross Wages” shall be defined as the time worked times the applicable hourly pay rate (including any applicable overtime pay).

“Load” shall be defined as the taxes and other fees connected with a Temporary Clinician’s Gross Wages as set forth in the Eshyft Shift Calculator. Load includes, but shall not be limited to, FICA, Worker’s Comp, FUI, SUI, and applicable mandatory sick time.

2. FEE SCHEDULE

A. Client’s fee for each Temporary Clinician shall be the total of following: (i) Gross Wages, (ii) 10% of Gross Wages, and (iii) Load

B. Clients shall also pay a processing fee as follows

b1. Clients with a **credit card** as their payment method, shall pay a processing fee of **3.5%** of all fees payable to Agency under the Agreement, including, but not limited to, the fees set forth in subsections A and B of this Section 2.

b2. Clients with a **bank account** as their payment method, shall pay a processing fee of **1%** of all fees payable to Agency under the Agreement, including, but not limited to, the fees set forth in subsections A and B of this Section 2.

3. Payment Method

Client shall pay all fees due to Agency by credit card or ACH direct deposit, and shall maintain a valid credit card or bank account on file at all times in the Eshyft Facility Manager. -

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This payment method will be charged either immediately upon approval of the time card by the facility manager, or every Friday for all the timecards of the prior workweek (Sunday through Saturday), based on Client’s preference.

Eshyft understands that the above two payment options and the weekly auto payments does not fit into many corporate operating structures. Therefore,

Clients who do not pay with a CC or Bank account on a weekly basis, will immediately incur a 10% processing fee of all fees payable to Agency under the Agreement, including, but not limited to, the fees set forth in subsections A and B of section 2, as a penalty. If payment is not received within 30 days of date of invoice, the account will be considered delinquent, and services will stop.

Regardless of the payment method, weekly invoices will be available in the ESHYFT platform, or emailed to

4. OTHER

- a. Any adjustment to the Services and their related expenses shall be documented in a Change Order agreement to this SOW. Such Change Order agreement shall be effective only when signed by authorized representatives of both parties.
- b. This SOW may be executed in one or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute one and the same instrument. A Portable Document Format (pdf) transmission of a signatures of any Parties hereto shall be deemed to be original signatures, shall be valid and binding, and, upon delivery, shall constitute due execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be duly executed as of the SOW Effective Date.

ACCEPTED AND AGREED FOR:

SHIFSTER, LLC.

Signature

Signature

Adam Ashkes

Printed NameName

_Aryeh Magid____ Printed

COO

Title

_Operations____
Title

in air

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Date

Date

2/29/24

PAYROLL LAST NAME	PAYROLL FIRST NAME	JOB TITLE	WORKER CATEGORY	POSITION STATUS	HIRE DATE	REHIRE DATE
Alvarado	Ana V	611014 - C.N.A	P - Part Time	A - Active	04/09/2024	
Ascencio	Jeniffer Karina	611013 - LVN	OC - On Call	A - Active	01/25/2022	
Brown	Roberta	611014 - C.N.A	F - Full Time	A - Active	11/29/2023	
Carrillo	David	611014 - C.N.A	F - Full Time	A - Active	09/22/2023	
Carvajal Rivas	Yeymy L	611014 - C.N.A	F - Full Time	A - Active	05/25/2023	
Chimil	Kevin	611019 - Rna	F - Full Time	A - Active	02/28/2023	
Cole	Lashonda	611014 - C.N.A	F - Full Time	A - Active	05/20/2024	
De La Pena	Glodevic	611014 - C.N.A	F - Full Time	A - Active	11/10/2022	
De Leon	Gina Lora	611014 - C.N.A	F - Full Time	A - Active	05/01/2013	
Duarte	Lilia	611014 - C.N.A	F - Full Time	A - Active	03/17/2023	
Fonseca	Dennis I	611014 - C.N.A	P - Part Time	A - Active	03/04/2022	
Gaona	Cristina	611014 - C.N.A	F - Full Time	A - Active	02/07/2024	
Garcia	Maria Yolanda	611014 - C.N.A	F - Full Time	A - Active	06/02/2022	
Gomez	Jessica	611014 - C.N.A	F - Full Time	A - Active	05/25/2023	
Gomez	Alexandra	611013 - LVN	F - Full Time	A - Active	06/25/2024	
Gonzalez	Lesvia Pamela	611013 - LVN	F - Full Time	A - Active	12/05/2023	
Gonzalez	Silvia Roxana	611013 - LVN	F - Full Time	A - Active	07/15/2024	
Granados	Zarai	611014 - C.N.A	F - Full Time	A - Active	09/11/2023	
Hernandez	Ana	611014 - C.N.A	P - Part Time	A - Active	12/01/2023	
Hernandez	Silvia	611019 - Rna	F - Full Time	A - Active	08/11/2023	
Hulballa	Bedruzeman J	611014 - C.N.A	F - Full Time	A - Active	07/16/2024	
JIN	SEUNG H	611012 - RN	F - Full Time	A - Active	01/20/2022	
Jeong	Hyunhwa	611013 - LVN	F - Full Time	A - Active	06/07/2022	
Jin	Haiying	611013 - LVN	P - Part Time	A - Active	07/16/2024	
Kim	Seung Pyo	611013 - LVN	P - Part Time	A - Active	03/25/2024	
Kim	Cecilia H	611013 - LVN	F - Full Time	A - Active	06/25/2024	
Kim	Young B	611012 - RN	F - Full Time	A - Active	06/25/2024	
Ko	Angie	611013 - LVN	F - Full Time	A - Active	02/11/2021	
Kwon	Jong Lim	611012 - RN	F - Full Time	A - Active	06/17/2024	
Lee	Jinyeon	611012 - RN	P - Part Time	A - Active	03/25/2024	
Lee	Nahyun	611012 - RN	F - Full Time	A - Active	08/06/2021	
Lee	Jungmyung	611013 - LVN	P - Part Time	A - Active	11/07/2023	

Lopez	Ana	611014 - C.N.A	F - Full Time	A - Active	05/25/2023	
Lozarita	Henry	611014 - C.N.A	F - Full Time	A - Active	06/17/2024	
Mendoza	Marissa	611012 - RN	P - Part Time	A - Active	10/02/2023	
Navarro	Cindy	611014 - C.N.A	F - Full Time	A - Active	07/31/2024	
Ouh	Agatha K	611013 - LVN	F - Full Time	A - Active	09/13/2023	
Pabellon	Edna G	611014 - C.N.A	F - Full Time	A - Active	11/10/2022	
Park	Ki Kwan	611014 - C.N.A	F - Full Time	A - Active	04/29/2022	
Portillo	Brian	611014 - C.N.A	F - Full Time	A - Active	04/02/2024	
Quintero	Francisco	611012 - RN	P - Part Time	A - Active	08/14/2023	
Ramirez	Elsy	611014 - C.N.A	P - Part Time	A - Active	01/30/2024	
Rathnayake Mudiyansela ge	Chamila	611014 - C.N.A	F - Full Time	A - Active	07/16/2024	
Reyes Sanchez	Sonny	611014 - C.N.A	P - Part Time	A - Active	12/09/2022	
Rodriguez	Maribel	611014 - C.N.A	P - Part Time	A - Active	06/22/2022	
Rosales- Castro	Roberto	611014 - C.N.A	P - Part Time	A - Active	07/16/2024	
Shin	Yeeun	611014 - C.N.A	P - Part Time	A - Active	11/17/2022	
Sue	Jinsook	611013 - LVN	P - Part Time	A - Active	05/08/2023	
Yam	Zaira Mabeth	611014 - C.N.A	P - Part Time	A - Active	02/03/2023	
Adamu	Hana A	611014 - C.N.A	F - Full Time	A - Active	08/25/2014	03/04/2022
Arreola	Karina	611014 - C.N.A	P - Part Time	A - Active	01/15/2019	02/07/2024
Park	Yang H	611012 - RN	P - Part Time	A - Active	03/29/2018	04/12/2022
See	Michael Andrey	611013 - LVN	F - Full Time	A - Active	03/22/2010	10/21/2022
Yi	Jeannie	611013 - LVN	F - Full Time	A - Active	08/07/2015	10/04/2022
Zelege	Tigist G	611014 - C.N.A	P - Part Time	A - Active	07/09/2018	09/27/2021

Re: [REDACTED] CNA

Chaim Marks <chaim@thehiremark.com>

Tue 7/23/2024 4:18 PM

To: Cecilia Castillo <ccastillo@olympiacc.com>; Rob Takami <rtakami@olympiacc.com>; Grace Kwon <gkwon@olympiacc.com>; Berel Wilhelm <bwilhelm@gshci.com>

Hi,

Did [REDACTED] make it?

Chaim Marks
Executive Recruiter & CEO
The Hire Mark
An Executive Search Firm