

## STAFFING AGREEMENT

This Agreement (the "Agreement") dated this 9<sup>th</sup> day of March 2015 by and between Homecare Therapies LLC/dba Horizon Healthcare Staffing ("Horizon") and Malverne UFSD and other related/affiliated organizations, corporations, or institutions hereinafter referred to as ("School District").

This Agreement shall commence on July 1, 2015 and continue thereafter through June 30, 2016 inclusive unless terminated as hereinafter specified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to School District on an as-needed and as-requested basis, the full range of nursing and therapy staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse's Aides, Paraprofessionals, Occupational Therapists, Physical Therapists, Speech/ Language Therapists, COTAs and PTAs (herein referred to as "Clinicians").
2. **Duties and Obligations of Horizon:**
  - A. **Provision of services:** Horizon shall provide and furnish to School District all services on an as-needed and as-requested basis. Services shall include provision of Clinicians as defined above upon the request of School District.
  - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
  - C. Horizon shall maintain records of FICA and federal and state tax withholding from Clinicians and allow School District access to these records upon request. Under no circumstances shall any Horizon Clinician be considered a direct employee, agent or servant of School District while said individual is performing services pursuant to this Agreement.
  - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid or any federally funded health care benefit program.
  - E. **Cooperation with School District:** Horizon agrees to cooperate and participate with School District in any internal peer review, external audit systems and grievance procedures as may be established by School District. Horizon further agrees to participate in School District case conferences and continuing in-service education for Horizon's staff.
  - F. Neither Horizon nor its staff shall share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

- G. Horizon shall instruct its staff that the student's right to confidentiality must be respected and that no information concerning the student shall be released to anyone without written permission of the parent and School District. In accordance with HIPAA and with the Family Educational Rights and Privacy Act (FERPA) privacy regulations issued December 20, 2000, Horizon will sign a "Business Associates Confidentiality Agreement" if requested and require all staff sent to School District to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to the School District upon request.
- H. Horizon will meet the qualifications of School District defined as: Any Nurse wishing to work within schools must have a minimum of two (2) years recent and relevant clinical experience for substitute work and a minimum of one year recent and relevant clinical experience for 1:1 cases. All Nurses are asked to complete a school nursing and clinical skills checklist and submit their nursing license/certificate for verification; at least two (2) professional references are checked for every Horizon Nurse. Horizon will also obtain and submit (upon request) for each Nurse sent to School District a current and satisfactory health status report including documentation of chicken pox, measles, mumps, rubella, and varicella vaccines and/or positive titers. PPD testing/chest X-ray with appropriate follow-up when needed is also required. In addition, Horizon agrees to check the Nurse Aide Registry to ensure that the Nurse sent to School District is eligible to work there. All Nurses take an NLN-accredited nursing exam and must complete a comprehensive school nursing orientation class tailored to the care of special needs students, including those with diabetes, insulin pumps, asthma, seizure disorders, and allergies. Nurses will also complete a CDC-prepared course on recognizing and managing concussions. For each Nurse sent to School District, malpractice insurance will be in effect, BLS/CPR certification must be current, and the Employment Eligibility Verification (Form I-9) will have been completed.
- I. Horizon's in-service training includes Fire & Safety, Infection Control, Non-Discrimination Regulations, HIPPA and Confidentiality of HIV - related information pursuant to 10 NYCRR 63.9.
- J. Horizon shall provide School District with a complete credential file including documentation of appropriate licensure and current registration and/or certification upon request.
- K. Employment of any Horizon Clinician will be subject to School District's approval.
- L. All Horizon Clinicians will be issued a photo ID badge by Horizon.
- M. Horizon shall make every reasonable effort to secure substitute Clinicians for School District upon request.
- 3. Duties and Obligations of Facility:**
- A. Cancellation: School District may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% surcharge will be billed.
- B. Orientation: School District shall be responsible for orienting new Horizon Clinicians with the policy and procedures of the School District. School District will be billed for orientation time. If the Clinician voluntarily decides not to return to the School District, the orientation shift will not be billed.

- C. School District agrees not to directly or indirectly hire, or use the services of any Clinician assigned by Horizon within one (1) year after the last date of the assignment without written permission from Horizon. In the event School District either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing company, School District agrees to pay Horizon a referral fee of \$5,000.

In the event one particular Clinician is utilized more than an accumulated 1170 hours through Horizon, Horizon will waive referral fees if School District chooses to hire the individual directly.

- D. Horizon complies with New York State SAVE legislation. We require all Clinicians to fingerprint in accordance with NYS requirements. New York State law precludes private corporations' access to an individual's fingerprint clearance status. Therefore, it is the Nurse's and School District's responsibility to ensure that the individual's fingerprints have cleared.

#### 4. Payment for Horizon Services:

- A. The following hourly rates apply for nursing services\*:

|                     |   |
|---------------------|---|
| RNs                 | \$47.50/hr – health office coverage/field trips                       |
| RNs                 | \$48/hr – 1:1 (skilled nursing services with a special needs student) |
| LPNs                | \$38.50/hr  |
| CNAs                | \$21/hr   |
| Paraprofessionals   | \$19/hr   |
| Transportation ONLY | \$67.00/hr (one hour minimum each way)****                            |

If a nurse must stay beyond the scheduled school hours due to an emergency involving the health and well being of a student, Horizon reserves the right to bill School District for the extra time involved.

- \* If the same Nurse works at School District more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.
- \*\* The minimum daily school/trip assignment is four hours. Assignments/trips lasting less than four hours will be billed for the entire four hours.
- \*\*\* Visits for specific medical procedures will be billed at the visit rate of \$70/hr.
- \*\*\*\* This service is only for students needing a nurse on the bus ride to and from school and NOT in school during the day.

- B. The following rates apply to therapy services:

|                                |   |
|--------------------------------|---|
| Occupational Therapist<br>(OT) | \$75 per student in 30-minute session* for 1 or 2 students at one site      |
|                                | \$45 per student in a 30-minute session* for 3 or more students at one site |
|                                | \$37.50 per student in a group of 5:1                                       |
|                                | \$145 per evaluation  |
|                                | \$135 per consult   |
|                                | \$125 per screening   |
| Physical Therapist<br>(PT)     | \$75 per student in a 30-minute session* for 1 or 2 students at one site    |
|                                | \$45 per student in a 30-minute session* for 3 or more students at one site |
|                                | \$37.50 per student in a group of 5:1                                       |
|                                | \$145 per evaluation  |
|                                | \$135 per consult   |
|                                | \$125 per screening   |

|                                |   |
|--------------------------------|---|
| Speech/Language Therapist (ST) | \$80 per student in a 30-minute session* for 1 or 2 students at one site    |
|                                | \$52 per student in a 30-minute session* for 3 or more students at one site |
|                                | \$40 per student in a group of 5:1  |
|                                | \$175 per evaluation  |
|                                | \$155 per consult   |
|                                | \$140 per screening   |

\*Mandates of more than 30 minutes will be prorated.

Invoices remaining unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. If upon receiving Horizon's invoice School District disputes any portion of the invoice, School District must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice. Further, School District shall provide Horizon with all supporting documentation upon which its dispute of the invoice is based. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School District without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School District's reimbursement from its third party providers. In the event that it becomes necessary to pursue the collection of any invoice pertinent to this Agreement, Horizon shall be entitled to collection costs and attorney fees.

- C. The following holidays are billed at time and a half (School District is under no obligation to request nursing or therapy services on holidays):

New Years Day  
 Martin Luther King  
 Presidents' Day  
 Easter Sunday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

- D. All time cards and "sign in/out" sheets (furnished to Clinicians by Horizon) from School District *must* be submitted prior to **noon on Monday** via fax (516) 719-7373, and mailed to 20 Jerusalem Avenue, 3<sup>rd</sup> floor, Hicksville, NY, 11801. Horizon will bill using timesheets. Signature of School District Supervisor will validate time sheet.
- E. School District will be notified in writing of any rate changes. Horizon will submit any rate changes with 30 days notice prior to rate change taking effect.
5. **Horizon Hours of Operation:** Horizon's hours of operation are 24 hours a day, 7 days a week, 365 days a year. Outside of normal business hours, District may call the 24 hour number (516-238-7846) to request services. This number is monitored by a member of Horizon's regular staff.

6. Horizon shall secure and maintain or cause to secure and maintain during the term of this Agreement comprehensive general and professional liability insurance covering Horizon Clinicians providing minimum limits of liability as follows:

|                                 |             |                  |
|---------------------------------|-------------|------------------|
| Comprehensive General Liability | \$1,000,000 | per occurrence   |
|                                 | \$3,000,000 | in the aggregate |
| Professional Liability          | \$1,000,000 | per occurrence   |
|                                 | \$3,000,000 | in the aggregate |

Horizon will provide a copy of the Certificate of Insurance to School District upon request. If any other insurance certification is required by the District, Horizon will comply with that request in a timely manner.

**7. Terms and Termination:**

Either party may terminate this agreement in writing at any time with or without cause. Termination shall not relieve either party from financial obligations already incurred.

**8. Indemnification:**

School District shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Homecare Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School District's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by School District, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person.

Horizon will indemnify and hold School District, including as applicable, District's owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against School District as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person.

**9. Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

**10. Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.

11. Notices:

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Homecare Therapies/Horizon Healthcare Staffing  
20 Jerusalem Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801

Malverne UFSD  
301 Wicks Lane  
Malverne, NY 11565

12. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.

13. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and School District. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

*Rosemarie Eccleston*

Rosemarie T. Eccleston, RN, MPH  
Senior Vice President, Clinical Staffing Services  
Horizon Healthcare Staffing

\_\_\_\_\_  
Name (Print) Title

*3/9/15*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date