



STAFFING AGREEMENT

This Agreement is entered into the 1st day of July, 2022, by and between **Malverne Union Free School District** having an address at: 301 Wicks Lane, Malverne, NY 11565 hereinafter referred to as "CLIENT", and **APEX Therapeutic Services, LLC** having an address at 1010 Northern Boulevard, Suite 424, Great Neck, NY 11021, hereinafter referred to as "APEX".

It is understood that:

1. APEX shall furnish to CLIENT qualified personnel on an as needed, as available basis and in accordance with the Agreement's terms. Qualified personnel are those individuals who meet the New York State established licensing board standards and guidelines for their respective profession. A list of type of nurses is attached hereto as exhibit A.
2. CLIENT and APEX agree that any personnel assigned to CLIENT pursuant to this agreement shall perform all services as an independent contractor to CLIENT and not as an employee, agent, partner, or venture participant of the CLIENT.
3. CLIENT may cancel its request for placement of any professional without charge by providing notice to the professional prior to his/her arrival at the site. The CLIENT will be billed for four (4) hours of services if the professional is not notified.
4. APEX and CLIENT will agree on a verification procedure, time sheet, or otherwise, which will determine when the professional actually worked, and a clinical documentation record indicating duties performed.
5. APEX shall submit to CLIENT weekly bills for services rendered, unless otherwise requested. CLIENT shall pay these bills within sixty (60) days of receipt. Any outstanding balances not paid within 60 days of the invoice date shall be subject to a late payment charge of 1.5% per month, 18% annual rate, or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. CLIENT further agrees that its responsibility to pay APEX for services provided under this agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program. CLIENT will be responsible for paying bills generated by independent contractors for their professional services. A current personnel rate schedule is attached hereto as Exhibit A, which sets forth the total hourly rates to be charged for the professionals.
6. Apex shall maintain and provide to CLIENT upon written request, the following information for any personnel:
 - a.) A copy of that individual's current license, registration, or certification.



- b.) Proof of completion of educational requirements, including continuing education where such is required.
 - c.) A completed I-9 form.
 - d.) Proof of insurance coverage, such as defined herein.
 - e.) Professional and character references from previous employers as to clinical competency and reliability.
 - f.) Copy of professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage.
 - g.) Current physical on file including evidence of immunity to Rubella, evidence of immunity to Rubeola as applicable, Hepatitis B vaccination or declination, and PPD Tuberculin Screening Test.
 - h.) Annual health assessment, including Tuberculin Screening as per New York State Department of Health guidelines.
 - i.) A record of assignments for each personnel; complete personnel records, which shall include verification of qualifications, references, reports of medical examinations and tests, including immunizations. Subject to applicable law, rules and regulations, these records shall be subject to inspection by the New York State Department of Health and facility at all times during business hours at Apex's principal place of business.
 - j.) For each personnel assigned to the CLIENT, APEX shall submit to the CLIENT physical health and immunization summary, copy of professional liability coverage and copy of license/certifications.
7. In the event that any professional fails to act according to professional standards in the opinion of CLIENT, APEX shall remove such individual immediately from any and all assignments to the facility; however, such removal will be without prejudice to any fees theretofore accrued.
8. APEX affirms that it will register and assign professionals without regard to race, creed, color, age, handicap, religion, sex, sexual preference, national origin, ancestry, marital status or sponsorship; and further that all of its activities will be conducted in a non-discriminatory manner.
9. APEX agrees to indemnify and hold harmless CLIENT, its officers, employees, and agents against claims and actions arising out of or in connection with the acts and omission of APEX, its officers, employees, and agents to the extent, but only to the extent, that such claims and actions arise from the sole negligence of APEX, its officers, employees and agents in the placement of personnel. CLIENT agrees to indemnify and hold harmless APEX from any and all claims arising out of or in connection with the acts



or omissions of CLIENT, its officers, employees, and agents for the provision of medical care and treatment to patients of CLIENT to the extent, but only to the extent, that such claims and actions arise from the sole negligence of CLIENT, its officers, employees and agents.

10. Notwithstanding anything contained herein to the contrary, the CLIENT assumes professional and administrative responsibility for services rendered by personnel assigned by APEX and remains responsible for: a) ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of Federal, State, and local statutes, rules and regulations; b) planning, coordination, and ensuring the quality of all services provided; and c) ensuring adherence to the plan of care established for patients. CLIENT is responsible for supervision and instruction of the personnel regarding policies, procedures, facility operation, specifically including, but not limited to all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe and supervised performance of those entrusted to operate equipment and provide services.

11. APEX agrees to submit copies and/or facsimiles of the professional's personnel profile and other documentation as required by CLIENT.

12. APEX will notify CLIENT of any change in rates thirty (30) days before such change would go into effect. This notification will take place by certified mail. If APEX does not hear from the CLIENT before the change is to take place, it is assumed that CLIENT agrees to the new rates.

13. In consideration of APEX's efforts to locate and assign professionals, CLIENT shall not enter into a separate agreement with any practitioner referred by or working through APEX for the duration of this contract and eighteen (18) months thereafter. In the event that CLIENT should decide to offer employment to personnel sent by APEX, CLIENT agrees to pay a placement fee equal to 20% of the annual salary or fee paid to the professional. This fee will be paid in full within thirty (30) days of hire.

14. This agreement shall be terminable by either party without cause upon 30 days' written notice. Such termination will be without prejudice to any fees theretofore accrued. All outstanding charges due APEX will be paid within (3) three days of said notice. Unpaid sum will accrue interest at a rate of 1.5% per month. The CLIENT will pay any costs of collection.

15. The validity and interpretation of any terms and provisions of this agreement or of the rights and duties of the parties hereunder shall be governed by the laws of the State of New York. Venue for all actions arising out of this agreement shall be The Supreme Court, Nassau County, New York.



16. For the purposes of this agreement, notice shall be effective to the parties at the addresses stated herein.

17. This agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This agreement supersedes all previous written or oral agreements between the parties.

18. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties.

19. **Term.** The term of this agreement will commence July 1st 2021-June 30, 2022

20. **Obligations Upon Termination or Expiration.**

a.) Termination of this Agreement will not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination. Upon any termination of this Agreement whatsoever, CLIENT will be entitled to cancel any order then outstanding, subject to the payment of reasonable cancellation charges for costs incurred by APEX Therapeutic Services. CLIENT shall not be excused from payment of any amounts owed to APEX Therapeutic Services upon termination or expiration of this Agreement.

b.) Within thirty (30) days following termination, at a time and place to be mutually agreed, CLIENT and APEX Therapeutic Service will meet to resolve outstanding balances due to APEX Therapeutic Services and other issues with respect to termination. CLIENT acknowledges that if it refuses to participate in such meeting, all amounts determined by APEX Therapeutic Services is due from CLIENT, as evidenced by invoices delivered by APEX Therapeutic Services to CLIENT, will be deemed correct. All amounts payable to APEX Therapeutic Services from CLIENT under this Agreement or otherwise will be due payable to APEX Therapeutic Service thirty (30) days following termination.

21. The signatory herein below specifically warrants that such individual has the capacity and authority to represent, contract on behalf of, and bind CLIENT with respect to the obligations, rights, and duties contained herein.

22. Waiver by either party of one or more terms, conditions, rights, duties or breaches shall not constitute a waiver of any other.

EXECUTED at New York, New York on the day and year first written above.



Malverne Union Free School District

NAME:

TITLE:


Signature

Date

APEX Therapeutic Services, LLC

Kevin Grieser

Director of Operations


Signature

5/16/22
Date