



## **HEALTHCARE AGREEMENT**

This supplemental healthcare personnel Agreement [hereinafter "Agreement"], dated 5/18/22 for the 2022/2023 school year made and entered between Malverne UFSD ("Client"), and **US Medical Staffing, LLC** (hereinafter "Agency").

WHEREAS, Client operates a Public School requiring Supplemental Staff.

WHEREAS, The Agency is a staffing company with the ability to provide supplemental Healthcare personnel [hereinafter "Supplemental Staff"] for the purpose of providing health services to patients of Facility; and

1. **Term:** This Agreement shall commence when signed by both authorized representatives of the Facility and The Agency and shall continue indefinitely, unless sooner terminated as provided herein.
2. **Standard of Performance:** In performing its obligations under this Agreement, The Agency shall act in good faith and with reasonable diligence. Facility and The Agency agree and acknowledge that their mutual goal is for Facility to provide quality health care to patients of Facility in a professional, efficient and economic manner and that Facility has entered into this Agreement with The Agency for the purpose of providing such health care to its patients.

### **Purpose of Agreement:**

This Agreement is entered into in order to provide Facility with supplemental staffing of healthcare professionals commensurate with Facility's need for said services. The Agency shall use its best efforts to provide healthcare professionals to furnish sufficient full and part-time Supplemental Staff to Facility. All Supplemental Staff engaged under this Agreement shall render their services to the Facility pursuant to the instruction and direction of Facility's administration to whom they shall report. All Supplemental Staff shall be subject to all applicable policies and procedures of Facility.

### **3. Obligations of The Agency**

- a. The Agency agrees that it shall ensure that all Supplemental Staff provided to Facility are fully familiar with Facility's policies, Facility's job description, Facility's protocols and established standards of care. However, any onsite orientation

of Supplemental Staff shall be the Facility's responsibility.

- b. The Agency shall insure that all Supplemental Staff are appropriately licensed or certified and registered to practice as a healthcare professional.
- c. The Agency shall ensure that all Supplemental Staff have complied with the Immigration Reform and Control Act of 1986. The Agency shall provide the Facility with satisfactory evidence of such compliance for each healthcare professional.
- d. The Agency hereby warrants and represents that it has performed a reasonable and prudent background investigation of all Supplemental Staff, including requiring that each applicant disclose any conviction whether criminal or any other offence, on their initial employment application.

4. The Agency Compliance: The Agency further warrants and represents that Supplemental Staff provided to Facility hereunder shall be oriented as set forth herein and has been advised of the pertinent conditions of this agreement and has agreed to be bound thereby.

5. Payment:

- a. Facility agrees to compensate The Agency in the amount based upon the attached Addendum A.
- b. Payment due under this Agreement shall be made to The Agency within 30 days after receipt of valid invoice from The Agency by Facility. If payment is made more than 90 days after receipt, a late fee of 5% of the total amount will be charged. If payment is made within 30 days after receipt, a discount of 0.5% will be granted.
- c. Payment for orientation time for Supplemental Staff shall be paid by the Facility.
- d. A signature on The Agency's time slip by any employee of the Facility affirms acceptance by the Facility of the hours worked. Further, the signed time slip serves as a binding contract requiring the Facility to pay all fees due to The Agency based on the hours indicated.
- e. Facility agrees that all Supplemental Staff working on all Facility recognized holidays would receive overtime pay rates (time and a half).
- f. The Agency incurs substantial recruiting, screening, administrative and marketing expenses in connection with employees assigned by The Agency to that Facility. Facility agrees that if Facility hires any of The Agency employee without agreement from The Agency, Facility will pay a conversion fee equal to 40% of that employee's annual salary, if employee is hired within 180 days of last date of scheduled employment through The Agency.

- g. The Facility agrees that our employees working at that Facility cannot be permitted to work at their Facility by converting to another agency's payroll unless agreed to by The Agency
  - h. The Facility agrees to pay The Agency for four (4) hours of work when the Facility cancels a work order in less than two (2) hours prior to the start of the shift assignment.
- 6. Facility Approval: The selection and employment or retention of any Supplemental Staff to provide services here under, shall be at all times subject to the approval of the Facility.
- 7. Records:

The Agency agrees that all Supplemental Staff will maintain individual patient charts in accordance with Federal, State, and Local law. The Agency specifically acknowledges that all patient charts and medical records are the property of The Facility. The Facility shall make available to Supplemental Staff under this agreement, for review and inspection, upon reasonable request, individual patient treatment records necessary for the proper evaluation and treatment of only those patients who require supplies and/or services prescribed by a licensed physician. The Agency agrees that all Supplemental Staff shall maintain the confidentiality of such medical records in accordance with applicable law (HIPAA).
- 8. Involuntary/Voluntary Termination: This Agreement may be terminated by either party with or without cause, by giving thirty (30) days written notice of its intention to withdraw from this Agreement.
- 9. Independent Contractors:
  - a. The Agency and Facility's relationship during the term of this Agreement shall be that of an independent contractor, and the amounts being paid hereunder shall not be subject to withholding taxes or other employment taxes as required both with respect to compensation paid by an employer to an employee.
  - b. Neither party is authorized or permitted to act as an agent or employee of the other.
- 10. Reciprocal Insurance and Indemnification:
  - a. The Agency and Facility agree to indemnify, defend, and hold each other harmless, including their officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), arising out of breach of this agreement. This indemnification shall apply regardless of whether the claim in question is asserted after the termination of this Agreement.

- b. The Agency covenants and represents that throughout the term of this Agreement it will maintain, at its sole cost, a professional liability occurrence insurance policy with coverage amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering of all Supplemental Staff provided to Facility. The premiums with respect to such malpractice insurance shall be paid by The Agency. The Agency's policy and such insurance shall require thirty (30) days prior written notice to the Facility in the event of termination, cancellation, or a material change in any such policy. The Agency shall provide Facility with a current and valid Certificate of Insurance, which evidences such insurance coverage prior to the Effective Date of this Agreement and within ten (10) days to any renewal or extension thereof. In addition, The Agency shall provide The Facility with proof of workman's compensation insurance for all Supplemental Staff.

11. Miscellaneous:

- a. Choice of Laws: This Agreement is made and entered into in the state Facility is located and shall be governed and constructed in accordance with the laws of this state without giving effect to the principles of conflicts of laws.
- b. Compliance: Facility agrees that it shall ensure that it abides by all accepted professional standards, accreditation and all applicable Federal, State, or Local laws and administrative regulations.
- c. Responsibility for Service: Notwithstanding any other provision in this Agreement, Facility remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and Local statutes, rules, and regulations.
- d. Anti-Discrimination: Both parties to this Agreement agree to comply with the Title VI of the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act.
- f. Amendment: This Agreement shall not be changed, modified or amended except by a written Agreement signed by the parties hereto, and this Agreement may not be discharged except by performance in accordance with its terms or as otherwise provided herein.
- g. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Entire Agreement: This Agreement constitutes the entire Agreement between them with respect to the subject matter hereof and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, Facility and The Agency have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

**By Malverne UFSD**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**By US MEDICAL STAFFING**

Name LUCIANO E DUGGANY

Signature [Signature]

Title PRESIDENT

Date: 5/18/21