



**WHITE
GLOVE**

89 Bartlett Street
Brooklyn, NY 11206
Phone: (718) 828-2666
Fax: (718) 782-1538
www.whiteglovehomecare.com

This services agreement ("Agreement") is entered into on this 1st day of September, 2022 by and between **MALVERNE UNION FREE SCHOOL DISTRICT** ("District"), and **WHITE GLOVE COMMUNITY CARE, INC.** ("White Glove"), a licensed home care services agency ("LHCSA") licensed pursuant to Article 36 of the New York State Public Health Law.

1. Purpose:

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, representations and warranties hereinafter set forth, the parties hereby agree as follows:

2. Services to be Provided by White Glove:

- (a). Upon the request of District, White Glove shall provide Personnel qualified to provide:
 - i. Nursing services as Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs"). Each nurse shall have current and valid New York State licenses/registrations and meet the requirements imposed by law or regulation by the State of New York for the practice of nursing and provision of home care services.
 - ii. Nursing services to be provided by personal include:
 - (A) Providing services and treatments requiring nursing skill in accordance with Plan of Care and physician orders during school and transportation hours.
 - iii. Paraprofessional personal care services by home health aides (HHA) or Personal Care Aides (PCA) who meet the requirements for certification in accordance with requirements imposed by law and regulation within the State of New York. Home health aide services to be provided include:

2. Duties and Obligations of White Glove

- (a). White Glove shall screen all Personnel in accordance with Federal, State, and local statutes, rules, and regulations including assessing credential requirements for levels of skill, background, experience, and education.
- (b). White glove shall maintain and make available to District upon request, documented evidence of the satisfaction of personnel requirements for all assigned Personnel.
- (c). White Glove shall assess staff competency for performing the tasks that may be assigned in a patient's plan of care upon hire and prior to their initial assignment by means of cognitive testing and observation. Paraprofessional's competency will be assessed by successful hands on demonstration of required skills prior to or during an initial service visit.

- (d). White Glove will provide orientation to personnel regarding relevant home health regulations and as requested the District's policies and procedures made available to White Glove.
- (e). White Glove shall ensure compliance with the home health professional and paraprofessional annual education requirements.
- (f). White Glove will be responsible for ensuring that all services are rendered in accordance with all pertinent provisions of federal, state, and local statutes, rules, and regulations. Notwithstanding the foregoing, this provision shall not serve nor be construed in any manner to limit, eliminate, amend or modify District's obligations contained in this Agreement.
- (g). White Glove will verify Personnel attendance by having them call in to clock in and out on an online timesheet management system. White Glove shall provide documentation of timesheets to District upon request.
- (h). Throughout the Term of this Agreement, White Glove shall maintain general liability insurance and professional liability insurance on an occurrence basis, each in the amounts of at least One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars in the annual aggregate.
- (i). White Glove shall ensure the quality of all services provided. The White Glove Quality Improvement Program monitors verbal and documented reports obtained from Personnel and patients involving unanticipated events which include errors in care or services provided, unanticipated deaths of patients assigned to Personnel, and injuries and safety hazards related to care and services provided. As appropriate, White Glove will notify the District of investigative outcomes and corrective measures taken in accordance with White Glove policies and procedures.
- (j). White Glove shall ensure adherence to the Plan of Care or service Provisions established by District.
- (k). White Glove will maintain a confidential file in accordance with applicable requirements of New York Public Health law for documented reports of unexpected incidents for purposes of QI Program tracking, monitoring, corrective action and prevention.
- (l). Upon learning of any patient complaint or of the possibility that an incident has taken place, involving risk of harm to any patient, White Glove shall immediately report such complaint or incident to District.

3. Indemnification

a) District agrees to indemnify, defend and hold harmless White Glove, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of District and/or District's breach of this Agreement. The indemnification provided under this paragraph 4(a) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for

an act that may serve as a basis for a claim of indemnification hereunder. The indemnification provided under this paragraph shall survive the termination of this Agreement.

b) White Glove agrees to indemnify, defend and hold harmless District, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of White Glove and/or White Glove's breach of this Agreement. The indemnification provided under this paragraph 4(b) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. The indemnification provided under this paragraph shall survive the termination of this Agreement.

4. Independent Contractor Relationship

White Glove's relationship to District 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 with respect to compensation paid by an employer to an employee. All Personnel assigned by White Glove to provide Services to District are at all times employees of White Glove and are not independent or subcontracting parties of the District. White Glove shall be responsible for compensating Personnel and for withholding all amounts required by Federal, State and local tax laws to be withheld from such compensation. In addition, White Glove shall be responsible for paying social security, unemployment insurance, workers compensation and disability insurance for all Personnel in accordance with applicable laws.

5. Confidentiality.

White Glove acknowledges that Personnel will be privy to private and confidential medical information during the course of their placement at District. District acknowledges that all Personnel shall be designated as a member of the District workforce, as such designation is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and solely for the purposes of compliance therewith. In so doing, District agrees to train such Personnel in order to comply with the requirements of applicable law and regulation, including but not limited to, HIPAA, relating to the use or disclosure of Protected Health Information.

6. Compensation and Financial Terms

(a). District shall be responsible for processing all billing to Medicare, Medicaid, insurance and third party payers for all patients. White Glove shall not be responsible for billing or submitting claims for Services to any third party.

(b). On a weekly basis, White Glove shall submit to District a detailed schedule and invoice specifying the Personnel who provided Services during the prior Week, including any relevant patient records. District shall remit all payments to White Glove within thirty (30) days of receipt of said invoice.

(c). Base Rate. District shall compensate White Glove for all Personnel services provided in accordance with the following pay scale:

i. Registered Nurses (RN)

A. Hourly Rate - \$150 per hour

ii. Licensed Practical Nurses (LPN)

A. Hourly Rate \$130 per hour.

iii. Home Health Aides/Personal Care Aides

A. Hourly Rate \$26.50 per hour

iv. Therapy Evaluations (OT, PT, Speech)

A. \$150 per visit

v. Therapy Follow Up Visits (OT, PT, Speech)

A. \$130 per visit

(d). Overtime Rate. District shall compensate White Glove for all hours worked in excess of forty (40) hours in one work week by any Personnel subject to an hourly rate as set forth in 7. (c) above at the rate of one and one-half times the regular hourly rate set forth in 7.(c) above. For purposes of this Agreement, one work week consists of seven consecutive days beginning and ending at midnight on Sunday.

(e). Without Cause Termination. Either party may terminate this Agreement, without cause, at any time by giving written notice to the other party at least thirty (30) days in advance of the termination date specified in such notice.

(f). Automatic Termination. This Agreement shall be terminated upon the occurrence of any of the following:

- i. the inability or failure of District to perform its obligations under this Agreement, provided such inability or failure remains uncorrected for a period of ten (10) days after receipt by the other party of written notice to cure such inability or failure;
- ii. Either party's failure to maintain the required insurance as specified in herein;
- iii. The suspension, revocation, termination, probation, restriction, expiration or surrender of either party's approval and/or licensure required to provide services in New York.

7. Non-Solicitation

(a). District agrees that neither it, nor any of its directors, officers or employees shall, directly or indirectly, both during the provision of services by Personnel hereunder and for a period of one (1) year following the completion of any services provided by Personnel:

- i. hire, solicit, contact, or entice away, or attempt to hire, contact, solicit or entice away from White Glove any Personnel providing services to District, whether directly or indirectly, by personal communication or by written communication (not including mass media, such as radio or newspapers), or by making or causing or facilitating the making of contact by, through or on behalf of another entity; and/or
- ii. Take any action whatsoever that disturbs, or could reasonably be expected to disturb, the existing employment relationship of White Glove with any of its Personnel.

(b). In the event of a breach of the aforementioned paragraphs, 9(a)(i) and/or (ii) and notwithstanding the terms and conditions of this Agreement, the District agrees to pay to White Glove within ten (10) days of said breach of this Agreement in accordance such section hereof, an amount equal to ten thousand dollars (\$10,000) per each Personnel member that is, or are, the subject of the breach, as liquidated damages. This Section for liquidated and agreed-upon damages between the parties hereto is a *bona fide* provision for such damages and is not a penalty. The parties hereto acknowledge and agree that White Glove, having agreed to provide Personnel to District pursuant to the terms and conditions of this Agreement, and in reliance thereof, in the event of a breach of the aforementioned provisions, 9(a)(i) and/or (ii) shall have sustained damages which will be substantial and not capable of determination and, as such, the liquidated and agreed-upon damages incorporated in this Agreement is a provision beneficial to all of the parties hereto.

8. Miscellaneous

(a). Neither party to this Agreement shall be responsible for consequential or special damages in connection with the services provided pursuant to this Agreement.

(b). White Glove agrees that if applicable, to the extent and for the time required by federal regulations, 42 CFR Part 420, subpart D entitled "Access to Books, Documents and Records of Subcontractors," which requires that service contracts valued at ten thousand dollars (\$10,000) or more over a twelve (12) month period between health care providers and subcontractors which were entered into or renewed after December 5, 1980, must include a clause which provides that the subcontractor or related organizations which perform any of the services provided, comply with requests by the Controller General, the Secretary of the Department of Health and Human Services and duly authorized representatives for access to the contract, books, documents and records which are necessary to verify the cost and provision of the services provided until four (4) years after the expiration of the services pursuant to such contract, each party shall maintain such books and records and shall comply with such requests.

(c). Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its conflicts of law provisions.

(d). Assignment. Neither party hereto shall assign this Agreement or delegate its obligations hereunder without the prior written consent of the other party hereto in each instance. Notwithstanding, the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall

inure to the benefit of, the permitted successors and assigns of White Glove and District.

(e). Notices. All notices and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: if by hand, immediately upon delivery; if by telex, telecopier or similar electronic device, two hours after sending; if by Federal Express, Express Mail or any other overnight service, the first business day after dispatch; or if mailed by certified mail return receipt requested, two (2) business days after delivery or return of the notice to sender marked "unclaimed". All notices shall be delivered or mailed to the parties at the following address (or to such other address as either party shall designate by notice in accordance with the provisions to this paragraph):

If to White Glove:

If to District:

White Glove Community Care, Inc.
89 Bartlett Street
Brooklyn, New York 11206
Attn : Rosa Beck

(f). Modification. This Agreement shall not be modified or amended except by a written document executed by both parties.

(g). Authorization. Each party acknowledges that the execution of this Agreement and all other documents of even date has been duly authorized.

(h). Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same agreement.

(i). Entire Agreement. This Agreement contains the entire Agreement between White Glove and District with respect to the subject hereof. White Glove and District expressly agree that there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied between them, other than as set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year first above written.

Signed by:

WHITE GLOVE COMMUNITY CARE, INC.:

Signature_____

Print Name_____

Title_____Date_____

MALVERNE UNION FREE SCHOOL DISTRICT:

Signature _____
Print Name _____
Title _____ Date _____