

CLINICAL STAFFING AGREEMENT

This Agreement (the "Agreement") dated this of 2023, by and between Home Care Therapies LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions ("Horizon") and **Malverne UFSD** and their affiliated locations, related/affiliated organizations, corporations, or institutions hereinafter referred to as ("School").

This Agreement shall commence on , 2023 and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as 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 on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, and other clinical professionals hereinafter referred to as ("Clinicians"). Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. **Provision of services:** Horizon shall provide and furnish to School all services on an as-needed and as-requested basis.
 - 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 personnel and allow School access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of School 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:** Horizon agrees to cooperate and participate with School in any internal peer review, external audit systems and grievance procedures as may be established by School. Horizon further agrees to participate in School case conferences and continuing in-service education for Horizon's Clinicians.
 - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.

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- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and School

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign a "Business Associates Confidentiality Agreement" and require all Clinicians sent to School to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to School.

- H. Horizon will meet the qualifications of School for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (NYS Office of Professions) and Office of Inspector General (Exclusion Database); and professional references are checked. Horizon will also obtain for each Nurse sent to School a current physical assessment. In addition, Horizon agrees to check the NYS Nurse Aid Registry to ensure that the CNAs sent to School are eligible to work. We will insure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the Malverne UFSD and will complete any necessary forms or procedures, all at no cost or expense to the School, and to obtain the required fingerprinting (to comply with NYS SAVE legislation). All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by Education Law of New York State. It is, however, the sole responsibility of the School to login to the nurse's TEACH account utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the NYSED.gov.
- I. Horizon 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. All Horizon Clinicians will be issued an I.D. badge by Horizon.

3. Duties and Obligations of School:

- A. Notwithstanding any provision herein to the contrary, School remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations 10NYCRR Section 400.4(a)(4).
- B. Purchaser shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Purchaser will provide all supervision of the temporary staff Provider furnishes. Provider will make temporary staff aware of all applicable rules and regulations of the New York State Health Code as it relates to the laws regulating the operations of Purchaser School.
- C. Should Purchaser have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Purchaser must notify Provider within one business day from the time services were rendered. It is the responsibility of the

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Purchaser to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Purchaser. Failure to notify Provider within this time frame (1 day) shall be deemed an acceptance to pay Provider in full for services provided. Payments due to Provider shall not be contingent upon the Purchaser's reimbursement from its providers.

- D. Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charged will be billed for lost shift wages.
- E. Horizon shall make every reasonable effort to secure substitute Clinicians for School should it become necessary.
- F. Orientation: School shall be responsible for orienting new Horizon personnel with the policy and procedures of School. School will be billed for the orientation.
- G. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School 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 agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- H. ****In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if Malverne UFSD chooses to hire the individual directly.**

The permanent placement fees (temp to perm) below are to be paid by School:

If Malverne UFSD decides to hire a Horizon Staff person furnished by Horizon, Malverne UFSD agrees to pay:

25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;

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4. Payment for Horizon Services:

a. The following hourly rates will apply for all shifts.

Horizon bills 7.5 hours for each 8 hour shift worked.

RN	\$64.80/hr. – health office coverage/field trips
RN	\$68.80/hr. – 1:1 (skilled nursing services for a special needs student)
RN	\$73.80/hr. - 1:1 (Specialty for a medically fragile student requires additional authorization) *
RN Overnight School trips	\$64.80/hr. – Day Hours (7:30 am – 8:30 pm)
	\$10.00/hr. – On-Call hours (8:30 pm – 7:30 am) **
RN Visit (dispense meds)	\$95.00 per visit
LPNs	\$47.00/hr. – health office coverage/field trips
LPNs	\$55.00/hr. - 1:1 (skilled nursing services for a special needs student)
LPN	\$57.00/hr. – 1:1 (Specialty for a medically fragile student requires additional authorization) *

Social Worker	\$66.00/hr.
Nurse Practitioner	\$150.00/hr.
BCBA (BS)	\$80.00/hr.
RBT	\$45.00/hr.
CNAs	\$32.00/hr.
Paraprofessionals	\$30.00/hr.
Home Health Aide (HHA)	\$32.000/hr.
Student Transportation "RN ONLY"	\$100.00 (2 hour minimum each way)**
Student Transportation "LPN ONLY"	\$75.00 (2 hour minimum each way)**
Student Transportation "CNA ONLY"	\$60.00 (2 hour minimum each way)**
Teacher's Aide (Instructional)	\$39.00/hr.
Teacher's Aide (non- instructional)	\$34.80/hr.

***Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.**

**** The school will be responsible for arranging the transportation of the clinician back to their car after each leg of the assignment and the school will be invoiced for the time it takes the clinician to transport the student from the home (or from the school) and then back to the clinician's vehicle.**

*****There is a 4-hour minimum per day for all assignments. If the clinician works less than 4 hours in a day, Horizon will invoice School 4 hours at the above rate.**

If the same Clinician works at school more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

Horizon's payment terms are: invoices are due upon receipt.

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Invoices that remain 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. **Upon receiving Horizon invoice, if School disputes any portion of the invoice, they 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 shall provide Horizon with all supporting documentation upon which School is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School's reimbursement from its providers

This Agreement shall be governed by the laws of the State of New York. It shall be at the sole discretion of Provider Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Nassau County or in any other appropriate jurisdiction at the sole and exclusive discretion of Provider Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Provider Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by Purchaser.

The following holidays are billed at time and a half:

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

- b. All time cards and "sign in / out" sheets (furnished by Horizon to Clinicians) from School *must* be submitted prior to noon on Monday via fax (516) 719-7373, and mailed to 20 Jerusalem Avenue, 3rd floor, Hicksville, NY, 11801. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.
 - c. School will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.
5. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 7:30am through 6:30pm. Purchaser will have access to our 24 hour a day, 7 days a week on-call coordinator.
 6. Both parties shall comply with access to records pursuant to 42C.F.R 420.300-304.

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7. 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 Malverne UFSD upon request.

Both parties comply with Chapter V of Title 10 of the Official Compilation of Code, Rules and Regulation of the State of New York.

School retains a professional and administrative responsibility provision pursuant to 10 NYCRR 415.2 1 for obtaining services that meet professional standards and principles that apply to professionals providing services in School.

8. **Terms and Termination:**

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

9. **Indemnification:**

School shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care 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's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by School, 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(s).

Horizon will indemnify and hold School, including as applicable, Malverne UFSD 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 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

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it contracts in connection with the rendering or failure to render any service(s) to any person(s).

10. Entire Agreement:

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes 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.

11. 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 patient or other 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.

12. 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:

Horizon Healthcare Staffing
20 Jerusalem Avenue
3rd Floor
Hicksville, NY 11801

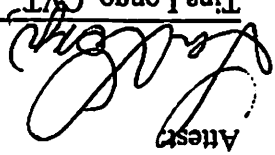
Malverne UFSD
301 Wicks Lane
Malverne, NY 11565

13. 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.

14. 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. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

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

Attest:

Tina Longo, CVT
Director of Medical Services and Marketing
Horizon Healthcare Staffing

Print Name _____
Title _____
Date _____

Signature _____
Date _____

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