

August 23, 2023

Union County Educational Services Commission  
45 Cardinal Drive  
Westfield, NJ 07090

We appreciate the opportunity to partner with you on your recruiting needs. This Master Service Agreement (“Agreement”), made and entered as of the date of the last signature below, is between Atlas Search LLC (“Vendor”), a corporation, with offices at 1540 Broadway, 10th Floor, New York, NY 10036 and Union County Educational Services Commission with offices at 45 Cardinal Drive, Westfield, NJ 07090 (Customer”) which applies to both direct hire and temporary/contract services within the healthcare setting. In consideration of the mutual promises contained herein, it is agreed as follows:

For Direct-Hire and Permanent Placement services, if the Vendor presents a candidate and Customer extends an offer of direct employment to the candidate who accepts the offer, Customer shall pay Vendor a fee equal to 25% of the candidate’s first year guaranteed compensation. Our minimum fee for any candidate placed is \$10,000. The fee will apply to the hire of any applicant referred directly or indirectly by Vendor for a specified position or alternate position offered if the candidate is offered employment within a 365-day period from date of referral or last communication regarding the candidate either directly by Customer or through Vendor.

All placements made by our firm for direct hire are guaranteed for the first ninety (90) calendar days of employment provided that payment of our fee for the placement is received within thirty (30) days of the candidate's first day of employment with the Customer. In the event that the employee hired terminates employment or is terminated within ninety (90) days of their effective employment date with Customer provided that the termination is not due to a work force reduction, or merger/acquisition, a refund will be issued as follows: termination within 30 days-100% refund, 31-60 days 67% refund, 61-90 days 33% refund.

Vendor also agrees to provide consulting and/or contracting services to Customer which Customer authorizes, from time to time (“Services”). Customer agrees that any applicant referred directly or indirectly by Vendor for a specified position or alternate position and is offered employment within a 365-day period from date of referral, to work through Vendor. Temporary/Contract Employees will be paid based on their hours worked as provided on an approved, signed timesheet by Customer’s authorized staff. Any hours worked by a Temporary/Contract Employee in excess of forty (40) in a specific week will be invoiced and paid at “time and half”, and all hours worked by a Temporary/Contract Employee on stock market holidays (according to the official NYSE Stock Market Holiday Calendar) will also be invoiced and paid at time and a half.

In the event a Customer wishes to rehire a Temporary/Contract Employee who was previously assigned by Vendor within a 365 day period from the Temporary/Contract Employee’s last date of employment, Customer agrees to work through Vendor. In the event a Customer wishes to directly hire any of Vendor’s Temporary/Contract Employees, Customer must wait a period of (480) billable hours until they are eligible for conversion of Temporary/Contract Employee. All outstanding temporary service invoices for the Temporary/Contract Employee must be paid in full before the hire can be made. Vendor does not guarantee these placements. The pro-rated fee schedule is as follows, and is based on days worked by the Temporary/Contract Employee. The first day of work by Temporary/Contract Employee will be considered the first day of the assignment of which Customer would like to convert the Temporary/Contract Employee. Previous assignments at the Customer will not count towards the pro-rated fee schedule.

0-360 hours – No conversion  
361-464 hours – 15% of first year guaranteed compensation  
465-584 hours – 10% of first year guaranteed compensation  
585-700 hours – 5% of first year guaranteed compensation  
701+ - No Fee

Vendor makes every reasonable effort to ensure that candidates possess the skills required by the employer. The firm does not however, waive or reduce the employer’s responsibility to properly evaluate candidates to ensure that candidates have the credentials claimed and the skills required.

During the term of this agreement and for a period of twelve (12) months following the date of termination Customer agrees not to directly or indirectly solicit or recruit any employee of Vendor.

This Agreement, and any disputes arising hereunder, shall be governed by and construed in accordance with the laws of the State of New York in the County of New York without giving effect to any conflict or choice of law provisions of that State. Further, any legal action arising under or relating to this letter agreement shall be brought exclusively to the state or federal courts located in the State of New York, County of New York, and you agree that said courts shall have personal jurisdiction over you.

To the extent applicable to recruitment and hiring of job candidates considered for positions located in New York City, Atlas Search LLC complies with the requirements of the New York City Pay Equality law; NYC Administrative Code Section 8-107(25). Accordingly, compliance with this law, for New York City job candidates Atlas Search LLC does not and cannot request salary and benefit history from job candidates.

Vendor is an Equal Opportunity Employer. It shall be the policy of both the Vendor and the Customer to provide equal employment opportunity without regard to race, color, religion, sex, national origin, age, handicap or veteran status.  
Government Mandated Cost Increases

If at any time during the term of this agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Vendor shall submit an addendum to the agreement for signature by both parties approving any increases of bill rates, including legally mandated rate increases.

#### **Definitions for Vendor Obligations:**

**Temporary Healthcare Personnel** – Defined as any local (less than 50 miles from facility) candidate who is providing services at any Customer's facilities/programs/clinics while operating under the firm's payroll.

**Travel Candidate** – Defined as any out of network (over 50 miles away from facility) candidate who is providing services at any Customer's facilities/programs/clinics while operating under the firm's payroll. Travel candidates are guaranteed full time hours and are generally assigned to a minimum of 13-week contract assignments.

#### **Vendor Obligations:**

- 1) Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services
- 2) Match customer service requests with Temporary Healthcare Personnel (THPs) or Travel Candidates (TCs) who are properly screened and qualified in accordance with standard hiring practices.
- 3) Provide customers with documentation of the skills and qualifications of assigned personnel, either via email or facsimile.
- 4) Instruct all THPs to always carry on their person an original license, evidence of current CPR, and any applicable specialty certifications, for immediate client inspection
- 5) Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state, and local income taxes.
- 6) Comply with federal, state, and local labor and employment laws applicable to assigned employees.
- 7) Comply with all provisions of the ACA applicable to assigned employees.
- 8) Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided.
- 9) Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance on request.
- 10) Not discriminate in employment with respect to race, religion, sex, creed, disability, or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.

#### **Customer Obligations:**

- 1) Will provide an adequate orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, infection prevention, and Fire Safety/OSHA/EMR charting (if applicable)

2) Manage Atlas Search THP's consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Atlas Search by written documentation of any unexpected incidents, errors, and sentinel events that involve THP's and of any occupational safety hazards or events that involve THP's of Atlas Search.

3) Assist Atlas Search with the periodic evaluation (no less than annually) of THP job performance. TC's will be evaluated after each assignment completed.

4) If applicable, when advanced practice services are requested (NP and/or PA's), it is the responsibility of the CLIENT to have an executed copy of the Collaborative Agreement between the advanced practice personnel and the collaborating physician.

5) Promptly notify (within 24 hours) Atlas Search by written documentation of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Atlas Search for actual time worked by the THP.

6) Provide at least a two hour notice of any cancellation of assignment or accept responsibility for payment of ½ days (4 billable hours) work. TC's should not be cancelled unless rescheduled within the same week. Minimum billing once THP has started to work a four (4) hour or greater assignment is 4 hours.

7) Timely and accurately approve THP's timecards each week no later than 10am on each Monday of the week. THP will provide access for Client to a weekly web timecard for their approved manager to log in and sign off on.

8) Remit payment for services direct to Atlas Search upon receipt of invoice, no later than 30 days. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Atlas Search accounts receivable department within 15 days. This notification must be made by one of the following means:

By U.S. Mail to:

Tim Lynott  
1540 Broadway, 10<sup>th</sup> Floor  
New York, NY 10036

By Telephone: 212-655-5477

By Fax: 646-651-4505

By e-mail: tlynott@atlassearchllc.com

9) Pay interest equal to annual maximum allowable by state law, incurred in the collection of the client's account in the event client fails to remit payment with 30 days from the invoice date.

10) Flipping: During the term of this agreement, if, and to the extent that, any THP whose profile is submitted by Atlas Search to Client and is working at Client's facility for Atlas, Client agrees that it will not, and will cause its affiliates not to, interfere with the business of Atlas by inducing that candidate to become employed by any other part at Client's facility (e.g. no "flipping")

#### **Mutual Indemnification:**

Union County Educational Services Commission agrees to indemnify, defend, and save Atlas harmless from, against, for and in respect of all reasonable claims, actions, damages, losses, liabilities, deficiencies or judgements "claims", including but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid by Atlas and are caused by any breach of this AGREEMENT by Union County Educational Services Commission or arising out of Union County Educational Services Commission's performance of its obligations under this AGREEMENT. Notwithstanding this indemnification, nothing shall require Union County Educational Services Commission to indemnify Atlas for any claims that arise or accrue as a result of the negligent, willful, or intentional conduct of Atlas, their agents, or employees.

Atlas agrees to indemnify, defend, and save Union County Educational Services Commission harmless from, against, for and in respect of all reasonable claims, actions, damages, losses, liabilities, deficiencies or judgements "claims", including but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid Union County Educational Services Commission and are caused by any breach of this AGREEMENT by Atlas or arising out of Atlas's performance of its obligations under this AGREEMENT. Notwithstanding this

indemnification, nothing shall require Atlas to indemnify Union County Educational Services Commission for any claims that arise or accrue as a result of the negligent, willful, or intentional conduct Union County Educational Services Commission, their agents, or employees.

**Confidentiality:**

- A. Union County Educational Services Commission will comply with all Applicable state and federal laws and regulations relating to the confidentiality, ownership and treatment of medical records and information AV shall maintain the confidential nature of patient health information and CLIENTS and Atlas' proprietary business information at all times, shall fully document services provided in accordance with Atlas and CLIENT's policies and procedures, current Applicable standards of healthcare practice and Applicable laws, and incorporate care, treatment and billing documentation as soon as practicable, but in any event always prior to the end of the assignment of Union County Educational Services Commission healthcare personnel in the Applicable CLIENT or Patient Medical Records.
- B. Atlas is committed to maintaining the privacy, confidentiality and security of personal and other sensitive information of Client. This includes online privacy and Appropriate physical security of records and security safeguards for compute and network systems. This policy Applies to all business information regardless of format or how it is collected, stored, or recorded.

**Severability:**

If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

If this Agreement accurately reflects our mutual understanding, please counter sign the agreement in the space provided below and return a fully executed and dated copy to me. By countersigning this letter agreement, you also acknowledge that this letter agreement contains the entire understanding of the parties and cannot be modified expect by writing signed by all parties. There are no other agreements, representation or warranties not set forth herein.

Thank you and we look forward to working with you.

**Union County Educational Services Commission  
(Customer)**

**Atlas Search LLC (Vendor)**

\_\_\_\_\_  
Signature

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Signature

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Print Name

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Print Name

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Title

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Title

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Effective Date

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Effective Date

## **Joint Commission Policy Statement**

Atlas Search Health Solutions, LLC is committed to providing a higher standard of service and to the delivery of safe, quality patient care. Your company name complies with the Joint Commission's Standards for Healthcare Staffing Services. As our customer, you can have confidence that the processes within your company name support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, Atlas Search Health Solutions, LLC provides the customer a written description of the following service features.

### **1. Subcontractors**

Atlas Search Health Solutions, LLC will not engage subcontractors to provide Assigned Providers unless agreed to in advance by the customer.

### **2. Floating**

Assigned Providers may only be placed in assignments that match the job description for which Atlas Search Health Solutions, LLC assigns them; if an Assigned Provider is asked to float to another department with the customer, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Assigned Providers should only be floated to areas of comparable clinical diagnoses and acuities.

### **3. Competency Review**

It is the responsibility of Atlas Search Health Solutions, LLC to conduct and finalize the pre-employment assessment of the Assigned Provider's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the customer upon completion of Atlas Search Health Solutions, LLC orientation.

It shall be the responsibility of the customer to cooperate in a review or evaluation of each Assigned Provider, relative to the provider's ability to perform specific job functions upon completion of provider's assignment or shift. Atlas Search Health Solutions, LLC relies on the customer's feedback in order to accurately assess and re-assess the competence of the Assigned Provider on an ongoing basis based on the customer's report of clinical performance.

### **4. Orientation of Providers**

Atlas Search Health Solutions, LLC will provide all new providers with an orientation to the company's policies and procedures. It shall be the responsibility of customer to orient assigned providers to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of Assigned Provider to properly use equipment.

### **5. Providers and Independent Contractors**

As the provider of staffing services, Atlas Search Health Solutions, LLC will be the employer of Assigned Providers and shall not by reason of their temporary assignment with the customer through Atlas Search Health Solutions, LLC become providers of the customer. At its sole discretion Atlas Search Health Solutions, LLC reserves the right to utilize Independent Contractors in addition to its providers, to assist in the provision of all agreed upon Healthcare Supplemental Staffing services.

### **6. Incident, Error, Tracking System**

Upon notification of Incidents and or Errors, Atlas Search Health Solutions, LLC shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered tracked and analyzed is to be shared and reported appropriately to customers, regulatory bodies and the Joint Commission as required.

### **7. Communicating Occupational Safety Hazards/Events**

It shall be the responsibility of the customer to notify Atlas Search Health Solutions, LLC within 24 hours of the event; any competency issues, incidents, and/or complaints related to the Assigned Provider and/or Atlas Search Health Solutions, LLC Customer agrees to initiate communication with Atlas Search Health Solutions, LLC whenever an incident/injury report related to the Assigned Provider is completed

## **8. Requirements for Staff Specified**

The requirements of staff sent to the customer by Atlas Search Health Solutions, LLC are to be determined by the customer as part of the written agreement between the two parties. It is Atlas Search Health Solutions, LLC obligation to comply with the requirements of the customer by supplying staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the customer in order to deliver safe care to the population being served.

## **9. Conflicts of Interest**

Atlas Search Health Solutions, LLC to the best of its ability identifies conflicts of interest. Atlas Search Health Solutions, LLC discloses all conflicts of interest to its clients. Atlas Search Health Solutions, LLC annually reviews its relationships and its healthcare providers' relationships with vendors, clients, competitors and regulatory entities to determine conflicts of interest.

When conflicts of interest arise Atlas Search Health Solutions, LLC discloses this conflict of interest when appropriate to whichever client may be involved or affected. Atlas Search Health Solutions, LLC enforces that internal employees of Atlas Search Health Solutions, LLC are not permitted to maintain additional employment, accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with Atlas Search Health Solutions, LLC, unless approved by the client involved or potentially involved.

## **10. Staff Matching Requirements**

Atlas Search Health Solutions, LLC shall verify the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of new grad practitioners upon the request or approval of the customer.

Atlas Search Health Solutions, LLC office, located in New York City is open Monday through Friday from the hours of 9:00 a.m. – 5:00 p.m. Our local telephone number is (212) 655-5477. Outside of normal business hours, in the event of an emergency please contact us at (646) 693-0059.

In the event of an emergency, natural disaster or other uncontrollable event, Atlas Search Health Solutions, LLC will continue to provide service to you through our corporate network from a location where phones and computers are functional. Atlas Search Health Solutions, LLC will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request.

Our goal is to always provide you with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our healthcare professionals, we encourage you to contact the local manager to discuss the issue. Atlas Search Health Solutions, LLC has processes in place to resolve customer complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call the Atlas Search Health Solutions, LLC corporate office at (212)871-7599. A corporate representative will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by Atlas Search Health Solutions, LLC healthcare professionals, which has not been addressed by Atlas Search Health Solutions, LLC management, is encouraged to contact the Joint Commission at [www.jointcommission.org](http://www.jointcommission.org) or by calling the Office of Quality Monitoring at (630) 792-5636. Atlas Search Health Solutions, LLC demonstrates this commitment by taking no retaliatory or disciplinary action against providers when they do report safety or quality of care concerns to the Joint Commission.