

Professional Medical Staffing, LLC Staffing Agreement

This Agreement entered on July 1, 2022, by and between Professional Medical Staffing, LLC, herein after called "**Agency**", doing business as Professional Medical Staffing, and Lawnside School District herein know as **Client**

BACKGROUND

Whereas, **Client** has recognized a need for temporary personnel on an as needed basis;

Whereas, **Agency** is in the staffing business, placing temporary personnel as needed by **Client**, and is willing and able to provide such services to **Client**,

Whereas, **Client** desires to engage **Agency** and, **Agency** desires to provide such services to **Client**, in accordance with the terms and conditions set forth herein,

In exchange for the mutual promises set forth herein, the parties agree as follows:

I. AGREEMENT TERM AND TERMINATION

Initial Term. This Agreement shall commence on July 1, 2022 and shall continue in effect until June 30, 2023.

With Cause. This Agreement may immediately terminate prior to the expiration term in the event of other party's material breach and its obligations as provided for hereunder, if such breach is not cured within ten (10) business days of written notice to the other party detailing such breach. If the parties mutually agree that such breach is of a nature that it cannot be cured within ten (10) day period or instances where a cure period or notice would immediately and irrevocably jeopardize patient safety, then either party may immediately terminate this Agreement.

The parties further agree that **Agency's** duty to supply personnel is subject to availability of personnel and failure of **Agency** to provide personnel and or the failure of **Client** to require personnel does not constitute a breach of the Agreement.

II. DESCRIPTION OF SERVICES

Upon **Client** request, on an as needed basis, **Client** may request **Agency** staffing services and understands **Agency** capability to fulfill service requests is subject to the availability of qualified staff who meets the service request job requirements. **Agency** shall identify and select personnel who possess the skills and experience described at time of service request. To aid the **Agency** in maintaining an adequate supply of qualified personnel to meet the **Client** demands for frequent job service requests **Client** shall provide **Agency** notice. **Agency** will make every effort to identify and place personnel timely including last minute service requests and replacement personnel.

The **Client** shall communicate the details of the assignment such as; start date, duration, location, job description/duties and primary point of contact names. Each party will maintain ongoing communication regarding status of service request, order fulfillment, performance feedback and any other pertinent data. **Client** understands that **Agency** establishes each bill rate per job description and assignment duties and establishes the pay rates for each employee assigned based on job description, work experience, competency and skills. **Client** agrees not to change and/or reassign personnel without prior consent of **Agency**. **Client** acknowledges that **Agency** reserves the right to adjust the bill rates in accordance to the change in service request and job requirements.

Agency will promptly notify **Client** of any change to assigned personnel's work schedule caused by callouts, cancellations and/or unforeseen emergencies and will act on identifying replacement personnel timely. In the event assigned personnel fail to report to work and **Agency** does not inform **Client** of changes to work assignment. **Client** will promptly notify **Agency**.

VII. RESPONSIBILITY OF CLIENT

Client shall provide Agency personnel with an orientation that includes an explanation of job responsibilities and the policies and procedures of which supplemental personnel must be aware in order to perform job duties per job standards and any general or specific training.

The Client shall monitor and measure personnel performance, provide ongoing training and direct supervision. Client will evaluate the performance of assigned personnel at the completion of first shift worked and additionally per Client policy. Agency will promptly address any performance issues and concerns and replace personnel upon Client request.

The Client will send the Agency a copy of any incident report involving Agency personnel of any incident; such as errors, unanticipated deaths and other events, injuries and safety hazards relating to the care and services provided.

Client shall recognize Agency policy regarding Personnel Float and Reassignments whereby Agency personnel shall not accept the reassignment if they do not possess the skills, qualifications and competencies to perform services.

Client agrees to authorize Agency personnel time ticket daily for verification of hours worked.

Client retains full responsibility and authority for patient care while using Agency services and shall supervise performance of personnel to assure patient care requirements are met.

If personnel fail to report to work, Client will promptly notify Agency.

VIII. FEES, BILLING AND PAYMENT TERMS

Agency calculates its bill rates per job category and job assignment requirements and will periodically update the bill rate schedule for any additional job categories per service accordingly. Weekly, the Client shall be billed for any services rendered within the Agency payroll/billing period, beginning on the day shift, Saturday and ending on the night shift Friday. The invoice includes the employee name(s), job category and bill rate for any work performed. Failure to report any billing discrepancies within seven (7) days of receipt of invoice will constitute a waiver of any claims. Payments are due within forty-five days of invoice date.

IX. TIME KEEPING

All assigned personnel will document their time worked according to Agency requirements. The timecard shall indicate the Client Name, department, service date, arrival and departure time and total hours worked. A designated department supervisor and/or designee must sign the timecard as verification and authorization for hours stated. In the event a supervisor is not available to sign the timecard, Agency personnel may call to verbally authorize hours worked. The supervisor and/or designee constitutes acceptance of hours stated and will be billed accordingly.

X. CANCELLATION POLICY

In the event Client wishes to cancel service, Agency requires a two (2) hour cancellation notice. In the event sufficient notice is not provided and Agency is unable to contact personnel, Client will be subject to a cancellation fee. The cancellation fee is calculated as follows; hourly bill rate times two (2) hours. To offset the loss of wages, Agency reimburses its personnel a portion of the cancellation fee.

XI. RECRUITMENT AND HIRING POLICY

Client cannot refer, transfer, recruit or employ Agency personnel without the written or verbal consent of Agency. If Client desires to hire Agency personnel, upon notification, Client must meet and/or agree to meet one of the following conditions:*

1. Agency employee has met the present assignment conditions and has consecutively worked One Thousand (1000) hours.**
2. Agency employee has not worked for Client within One Hundred Twenty (120) days of hire notification.

XVII. SAFETY IN THE WORKPLACE

Safety in the workplace is a shared responsibility and we are proactive in controlling costs associated with workplace injuries. To ensure the safety and well-being of workers, the Agency reserves the right to perform an on-site safety inspection. Client must adhere to OSHA operating standards, to provide personal protective equipment and authorize personnel who has demonstrated competency to perform job duties and utilize equipment.

Despite the promotion of safety in the workplace sometimes injuries are unavoidable. In the event an Agency employee sustains an injury while performing his/her job duties the Client is responsible to notify the Agency immediately. An individual who sustains serious injuries requiring emergency treatment should be sent to the nearest hospital, all other injuries should be treated at a designated Agency Facility. The injured worker may be released to return to work and assume full duty immediately. When applicable; individuals who are released to work with restrictions may be able to perform modified duties. In the event Clients cannot accommodate modified work duties, Agency will identify replacement personnel to perform work duties of original service request. The injured worker may be assigned to work at an Agency Branch office. The Agency will instruct the Client to complete a report and provide the names of any witnesses if applicable. An Agency representative will contact you to discuss the injury and plan of action for personnel to return to work safely.

XVIII. COMPLIANCE WITH CLIENT POLICIES AND PROCEDURES.

Agency personnel shall provide services and cooperate in a professional, ethical and diligent manner consistent and in accordance to any professional standards, any federal, state, local or other public or private body exercising authority with respect to Client. To ensure personnel is well informed and he/she can deliver quality patient care, Client shall provide Agency personnel access to its policies and procedures.

XIX. COMPLIANCE WITH LAWS

Agency shall comply, at its own cost and expense, with the provisions of all federal, state, county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of its services under this Agreement. Agency shall take all measures necessary to remedy promptly any violation (s) of any such law ordinance, rule, regulation or order. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

XX. REMOVAL

It is the sole discretion of Client, or his/her designee, to determine engagement in misconduct by any Agency personnel, Client may request immediate removal of assigned personnel and shall inform Agency of this action immediately. Agency shall make every reasonable effort to replace personnel.

XXI. ENFORCEMENT OF AGREEMENT

This Agreement contains the terms and conditions agreed upon by both parties hereto and no oral agreement regarding the subject matter herein shall be binding. This Agreement supersedes all prior contracts, agreements, and or understanding, whether written or oral between the parties, relating to the subject matter hereof.

XXII. AMENDMENTS/WAIVER

No waiver of any provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed by both parties. The waiver by either party of a breach of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach.

XXIII. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Agreement, and the remaining provisions shall continue in full force and effect as is the invalid provision had not been included.

BILLING RATE SCHEDULE

Job Category	Weekday
RN Sub	\$54.00/hour

Pay/Bill Period. The pay/bill period commences with the day shift Saturday morning and ends with the night shift, Friday.