HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

New Jersey General Terms and Conditions for Healthcare/Education Services

These GENERAL TERMS AND CONDITIONS FOR HEALTHCARE/EDUCATION SERVICES (hereinafter referred to as this "Agreement") is dated 7/01/2026, and is between **Health Source Group, Inc. (HSG)** and _____ ("Client") with address at _____.

Whereas HSG is engaged in the business of recruitment and employment of professional health care personnel (hereinafter referred to as "HSG Professionals").

NOW, THEREFORE, for valuable consideration, HSG and client agree as follows:

1. PROVISION OF SERVICES BY HSG. HSG shall provide Client with the services of HSG Professionals in the categories and numbers and upon the terms agreed upon by HSG and Client. The name of each HSG Professional selected by Client, along with his or her assignment and specialty, shall be presented to HSG. HSG will perform due diligence to ensure professionals selected by Client are compliant as per New Jersey State and Client specific guidelines. Client shall promptly provide to HSG any information reasonably requested by HSG to enable HSG to comply with such requirements.

2. PROCEDURE FOR REQUESTING HSG PROFESSIONALS.

2.1 Client Request for HSG Professionals. Upon the execution of this Agreement, Client shall furnish HSG with detailed specifications of the HSG Professional required, according to the HSG Professionals' respective specialties, number of HSG Professionals required and any other conditions and HSG shall endeavor to provide the HSG Professionals as requested.

2.2 Processing of HSG Professionals. After a HSG Professional is selected by Client and HSG has agreed to render services to Client by written notification, HSG shall arrange for each available HSG Professional to begin service with Client as per Client request. HSG shall provide the name of such HSG Professional, his or her assignment and specialty to Client. Client agrees to provide to each HSG Professional adequate orientation promptly following each HSG Professional's arrival at the workplace. HSG shall obtain worker's compensation, unemployment, and malpractice insurance coverage for each HSG Professional.

3. WORKING TERMS

3.1 Procedures; Facilities. Each HSG Professional shall be required to perform his or her duties within the framework of normal working procedures of, and according to, the reasonable working schedules determined by Client. Client shall provide the HSG Professionals the same facilities as are available to Client's staff employees.

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3.2 Relocation. If Client has more than one facility within its corporate group, Client undertakes not to relocate any HSG Professional to a different facility without the prior written consent of HSG.

3.3 Continuing Education. Client agrees to provide to each HSG Professional, as is necessary or appropriate for Client's facility, upon arrival of each HSG Professional, and any Client mandatory education classes.

3.4. Duties and Obligations of Client:

A. If the Client is a school district, it is the sole responsibility of the school district to login to the NJ Department of Education utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the Office of Student Protection.

B. Client shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services of Health Source Group's Professional(s). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Client will provide all supervision of the temporary staff Company furnishes.

C. Should Client 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, Client must notify HSG in writing within one business day from the time services were rendered. It is the responsibility of the Client to monitor, manage, and ensure that the quality of the work provided by the temporary staff practitioners meets the standards of the Client. Failure to notify HSG within this time frame (1 day) shall be deemed an acceptance to pay HSG in full for services provided. Payments due to HSG shall not be contingent upon the Client's reimbursement from its Clients, Vendors, Partners, or Associates.

D. Cancellation: Client may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise, a 50% charge will be billed for lost shift wages.

E. HSG shall make every reasonable effort to secure substitute Professional for Client should it become necessary.

F. Orientation: Client shall be responsible for orienting new HSG personnel with the policy and procedures of Client. Client will be billed for the orientation.

G. Client agrees not to hire directly or indirectly, or to use the services of any Professional assigned to it by HSG within one (1) year after the last date of the Professional's assignment. In the event Client either: (i) employs any Professional on a permanent or temporary basis, (ii) uses any Professional's services in a consulting or freelance capacity, or (iii) uses any Professional's services through another staffing agency, Client

agrees to pay HSG liquidated damages of the higher of: (1) HSG'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 HSG for the introduction fee associated with the referral.

4. **Rights of Discipline and Suspension.** HSG may, in its sole discretion, discipline or terminate the services of an HSG Professional for any reason. Client may terminate the services of an HSG Professional for cause and shall promptly convey to HSG the content of any written or verbal warnings or discipline given to any HSG Professional. HSG shall have the right, upon reasonable notice to Client, to review any HSG Professional's personnel files and Client's written policies and procedures as they apply to the HSG Professionals.

5. **PAYMENT TERMS.** HSG's current billing rates for HSG Professionals are set forth on Exhibit A to this Agreement and are fixed for a period of twelve (12) months from the date of this Agreement. Client agrees to pay such rates for any HSG Professional who renders services to Client, within thirty (30) days after the date of each invoice. Client shall deliver by fax or courier to HSG on the first Tuesday succeeding each regular weekly payroll period the attendance report for each HSG Professional for such payroll period. Each invoice for work performed in any billing period shall be payable by Client in full, in accordance with the terms of payment provided for herein, without credit or offset whatsoever. Interest shall be payable on overdue invoices at a daily rate of the lesser of: (a) the highest rate permitted by law, or (b) one-and-three-quarters percent (1.75%) per month.

6. **INDEMNITY.** Client shall indemnify, hold harmless, and defend HSG and its' directors, officers, employees, and agents from all liabilities, loses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused, directly or indirectly, by or as a result of the performances of Client's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring in the workplace or while the HSG Professionals are under the direction or control of Client, HSG shall indemnify, hold harmless and defend Client and its' directors, officers, employees, and agents from all liabilities, losses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused directly or indirectly, by or as a result of the performance of HSG's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring away from the workplace or while the HSG Professionals are under the direction or control of HSG.

7. **LIMITATION OF LIABILITY.** Client shall not be entitled to any compensation or damages from HSG if: HSG is unable to provide an HSG Professional as specified in the Agreement after using its' best efforts to do so; an HSG Professional engages in any conduct which entitles Client

to suspend the HSG Professional; illness or personal tragedy (as substantiated by HSG) is suffered by an HSG Professional; an HSG Professional leaves his or her position with Client voluntarily for any reason or is dismissed by Client or HSG, or force majeure (as substantiated by HSG) prevents the performance of all or part of this agreement.

8. RESTRICTIONS ON RECRUITMENT. Client agrees not to recruit, directly or indirectly, any HSG Professional supplied by HSG during such HSG Professional's employment by HSG or during a twelve (12) month period after completion of an assignment, without (a) the prior written consent of HSG, which may be granted or withheld in the sole discretion of HSG, and (b) remitting to HSG a recruitment fee equivalent to twenty (25) % of Professional's annual salary for each HSG Professional.

9. TERM AND TERMINATION AGREEMENT.

9.1 Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for a period of at least one (1) year. Thereafter, this Agreement shall remain in effect until terminated by either party upon at least ninety (90) days prior written notice to the other party. HSG reserves the right to adjust fees with thirty (30) days written notice.

9.2 Termination of Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be terminated in the event that: (a) a party shall become the subject of a proceeding under the United States Bankruptcy Code; make an assignment for the benefit of its creditors; assign its rights or obligations hereunder without the written consent (other than specifically provided for herein) of the other party; have a substantial portion of its assets subjected to a creditor's lien which is not removed within thirty (30) days after such party has notice of such lien or become imminent; or (b) Client fails to pay any invoice when due, and fails to cure such default within seven (7) days after written notice thereof. Client acknowledges that upon default by Client, HSG shall have no further obligation to furnish HSG Professionals to Client.

10. MISCELLANEOUS.

10.1 Assignability. Neither HSG nor Client may assign any of its rights, or delegate any of its duties hereunder, to any other party, by operation of law or otherwise, without the written consent of the other party, and any attempted assignment or delegation in violation of this Section shall be void.

10.2 Parties' Authority. Each party hereto represents and warrants that it is authorized to execute, deliver, and perform this Agreement, and that all necessary corporate action has been taken and consents have been obtained.

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10.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly performed in that jurisdiction.

10.4 Attorney's Fees and Costs. In the event of any litigation or arbitration commenced by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

10.5 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or a breach thereof shall be submitted to arbitration in New York, NY, in accordance with the rules and regulations of the American Arbitration Association then in effect. The decision of the arbitrators and the award of any damages shall be binding and conclusive on the parties.

10.6 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given.

10.7 Integration; No Waiver. This Agreement, together with all agreements, documents, and other instruments attached or to be attached hereto, set forth the entire understanding between the parties hereto regarding the subject matter of this Agreement. No waiver shall be deemed to be made by any party hereto, and this Agreement shall not be changed or modified in any respect, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

HEALTH SOURCE GROUP

By: Danielle Nelson

Name: Danielle Nelson

Title: Executive Business Administrator

Date: 2/12/2026

_____
CLIENT

By: _____

Name: _____

Title: _____

Date: _____

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RATES AND TERMS 2026-2027

CSN- Certified School Nurse	$76/HR
RN Health Office Coverage	$71/HR
RN - Skilled Nursing Services for Special Needs Student	$74/HR
RN – Field Trips/Overnight School Trips	$74/HR
RN Visit Dispense Meds	$132 Per Visit
LPN	$54/HR
CNA	$35HR
Student Transportation Only (CNA/Para)	$51HR (1 Hour Minimum Each Way)
Student Transportation Only (LPN)	$73HR (1 Hour Minimum Each Way)
Student Transportation Only (RN)	$93/HR (1 Hour Minimum Each Way)
Paraprofessionals / Teacher's Aide	$33/HR
Home Health Aides (HHA) / Personal Care Aide	$33/HR
Teachers Assistant	$36/HR
Proctor (Exams)	$31.50/HR
Resource Room Teacher	$65/HR
Social Worker	$65/HR
Psychologist	$130/HR
Occupational Therapist	$65 per 30 min ($25 each additional student)
Physical Therapist	$65 per 30 min ($25 each additional student)
Speech Therapist	$65 per 30 min ($25 each additional student)
Occupational Therapist Assistant (COTA)	$55 per 30 min ($15 each additional student)
Physical Therapist Assistant (PTA)	$55 per 30 min ($15 each additional student)
Speech Therapist Assistant (STA)	$55 per 30 min ($15 each additional student)
Registered Behavioral Technician (RBT)	$60/HR
Board Certified Behavior Analyst (BCBA)	$155/HR
Behavioral Technician (BT)	$40/HR
ABA (Certified)	$155/HR

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TERMS 2026-2027

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) except for therapy services. If the nurse or HSG Professional works less than 4 hours a day, HSG will invoice school district for 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a client more than 40 billable hours during any week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to clients is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse of HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

In case of a student's unreported absence from a session the school district will be billed unless 2-hour advance notice of the student's absence is given to HSG.