

GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein

FROM: Scott Henry

DATE: June 6, 2017

RE: Agenda Item – 2017-2018 Professional Medical Staffing contract

Recommend the Board approve the attached contract with Professional Medical Staffing to provide substitute nursing services to the district on an as needed basis. Rate for substitute nurses will be \$50/hour. Contract has been previously reviewed by legal counsel. Rates have not changed from previous contract.

Professional Medical Staffing, LLC Staffing Agreement

This Agreement entered on May 17, 2017, by and between Professional Medical Staffing, LLC, Herein after called "Agency", doing business as Professional Medical Staffing, and Glassboro Board of Education School District herein after called "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 September 1, 2017 and shall continue in effect until June 30, 2018.

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.

Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

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.

III. AGENCY SCREENING AND HIRING STANDARDS

The Agency sources, screens and evaluates its applicant's level of competency per job description to meet the job duties and hiring requirements of the Agency, & Client, per State & Federal conditions of employment including;

- Verification of employment history, professional references and re-hire status
- Proof of clearance to work in the United States
 - Competency Exam & skills checklist
 - Proof of negative Drug Screen
- Proof of Agency Orientation and completion of mandatory in-service training for:
Safety, Client Confidentiality/HIPAA, OSHA
Clinical Personnel must additionally show proof of the following;
- Proof of completion of mandatory in-service training for:
Infection Control, Abuse,
Proof of Physical Exam
- Proof of PPD
- Hep B Series and/or signed declination
- CPR Certification
- The Agency may contract with an outside firm to perform screening services.

IV. NON-DISCRIMINATION

Agency conforms to equal employment opportunity standards and practices and does not discriminate against an applicant because of race, creed, color, religion, natural origin, age, sex, sexual preference, or handicap. Neither party shall practice unlawful discrimination against personnel, patients, and other persons during the performance of the Agreement.

V. AGENCY RESPONSIBILITIES

Agency instructs its personnel to wear an Agency Identification Badge and evidence of current Nursing License and/or CPR card.

Agency shall assume sole and exclusive responsibility for the payment of wages to personnel, for services performed by them at Client and be responsible for withholding Federal and State Income Taxes and paying Federal Social Security Taxes, Unemployment Insurance, and maintaining Workers' Compensation coverage in an amount and under such terms as required by the State Labor Code.

Agency does not utilize subcontractors as its usual course of business unless Agency and Client mutually agree to use of subcontractors. In such case, Agency shall hold subcontractor accountable to meet all standards outlined in this agreement.

In the event a previously scheduled employee cancels his/her assignment for any reason the Agency will promptly notify Client. The Agency will immediately search for replacement personnel who possess the qualifications to match the original service request.

The Agency shall timely communicate its progress to identify and assign replacement personnel.

The Agency maintains a system of documenting, tracking and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided.

VI. QUALITY ASSURANCE AND REPORTING PROCESSES

Agency and Client shall consult to establish mutual acceptable procedures, and provide adequate communication to ensure overall service satisfaction.

Client shall report to Agency any unexpected incident, safety and/or occupational hazards, medication errors, sentinel events and/or any concern that affects the quality of care and level of service provided. Agency shall work cooperatively, with Client to respond timely to resolve all service concerns.

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 thirty (30) days of invoice date. Payments not received within 30 days of date of invoice will be charged an interest fee at a rate of Eighteen Percent (18%) per year from original date of invoice. Agency shall provide Client thirty (30) days' notice for any pricing adjustments as bill rates/terms are subject to change.

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.
3. Client will agree to pay a Direct Hire Placement Fee, for the open position an amount equal to twenty percent (20%) of the annual starting salary if less than One Thousand (1,000) hours.

*The Client must meet one of the following recruitment & hiring conditions or Client will be invoiced a Direct Hire Placement Fee.

** After One Thousand (1000) hours, the Direct Hire Placement fee is reduced to 10% of the annual Starting Salary.

XII. INDEPENDENT CONTRACTOR RELATIONSHIP

Agency and Client hereby agree that the relationship of Agency and its personnel is at all times that of an independent contractor and not that of a partner, agent or joint venture of Client. At no time shall Agency personnel possess the authority to charge items or incur debts or other financial obligations on behalf of Client to any contracts, agreements, covenants or obligations of any kind whatsoever.

Agency personnel shall perform the duties required by Client in his or her direction consistent with his or her professional obligations. To the extent that any direction or supervision is required, such direction or supervision shall be provided by or on behalf of Client.

XIII. CLIENT EQUIPMENT & VALUABLES

When Agency personnel and his/her assignment duties requires operating a motor vehicle and/or handling cash; mutual consent to entrust Agency personnel shall be in writing. If Client should allow personnel to operate any motor vehicle and/or handle cash without prior written consent, Client shall accept full responsibility for any loss, bodily injury, property damage, fire, theft, collision or public liability damage. The Client shall not advance cash or valuables to Agency personnel for any reason, and waives any and all rights to the amount or value of any such cash or valuables advanced against monies owed to this Agency.

XIV. INDEMNIFICATION

Agency shall indemnify, save and hold harmless Client from any judgment for money damages Client may suffer from; claims, causes of action and liabilities for bodily injury, sickness, disease or damage to any person, excluding an employee of Agency, which injury or damage is caused by the gross negligence of Agency personnel while performing within the scope and course of their services to Client, except to the extent that such is caused through the negligence of the Client or Client's agents, servants, officers and personnel, and except to the extent that the personnel furnished by Agency acted under the direction of the Client, or Client's personnel.

XV. INSURANCE.

Agency shall maintain in force at its own expense all insurance coverage required by law in connection with provision of services. Certificate of Insurance shall be provided to Client which details effective dates and amount for the following coverage as requested:

- Workers Compensation
- State Disability
- General Liability Insurance

XVI. CLIENT CONFIDENTIALITY & HIPAA SECURITY AND PRIVACY

Agency and its personnel shall agree to maintain Client confidentiality and conduct themselves accordingly and not disclose to third parties any information related to business practices, programs, financial information or any other confidential information to comply with all Federal and State laws and regulations. Agency agrees to fully comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its associated regulations, and more specifically, in 45 C.F.R. §§ 160 and 164. Standards for Privacy of Individually Identifiable Health Information, Final Rule (the, "Final Privacy Rule"), and in 45 C.F.R. §§ 160, 162 and 164, Health Insurance Reform Security Standards, Final Rule (the "Final Security Rule") collectively referred to as ("HIPAA"), as they may be applicable to Agency.

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.

XXIV. ASSIGNMENT/DELEGATION

This Agreement cannot be assigned or delegated, in whole or in part, by either party without prior written consent of the other party. If a party consents to any such assignment or delegation, such consent is subject to the condition that all terms and conditions of this Agreement are binding on the assignees or delegates.

All notices or other communications required under this Agreement shall be deemed duly given if in writing, delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid.

Client:
Glassboro Board of Education
560 Joseph L. Bowe Blvd
Glassboro, NJ 08028

Agency:
Professional Medical Staffing, LLC
190 N. Evergreen Ave. Suite 203
Woodbury, NJ 08096

In Witness Whereof, the Parties Hereto Have Executed This Agreement:

Jacqueline Polillo Janner
Print Name/Title

Print Name/Title

Jacqueline Polillo 5/17/17
Authorized Signature/Date

Authorized Signature/Date

BILLING RATE SCHEDULE

Job Category	Weekday
RN Sub	\$50.00/hour

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

Overtime Rate Policy. Client shall be billed an overtime bill rate, calculated at time and one-half (1.5) the hourly rate for service hours performed that exceed forty (40) hours within the defined pay/bill period.

Holiday Rate Policy. Client shall be charged a bill rate, calculated at time and one-half (1.5) the hourly rate for services performed on any holiday listed below. The Holiday begins at 1 PM on the eve of the holiday and ends at 11 PM on the day of the holiday. The exceptions are noted with an (*) beginning at 3 PM.

**New Year 's Eve, New Year 's Day, Memorial Day, July 4th, Labor Day,
Thanksgiving, Christmas Eve, Christmas Day*

