

Glassboro Public Schools



MEMO

To: Mark Silverstein

From: Michael Sloan

Date: April 24, 2024

Re: Professional Medical Staffing

Recommend that the Board approve the attached contract with Professional Medical Staffing, LLC to provide substitute nursing services to the district on an as-needed basis. Rate for substitute nurses will be \$57 an hour commencing July 1, 2024, and shall continue in effect until June 30, 2025.

Professional Medical Staffing Agreement

This Agreement entered this, April 10, 2024, by and between Professional Medical Staffing, herein after called Agency, doing business as Professional Medical Staffing, and Glassboro Public School District herein called Client.

BACKGROUND

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

Whereas, Professional Medical Staffing 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 July 1, 2024 and shall continue in effect until June 30, 2025

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 the 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 rate for each employee assigned based on job description, work experience, competency, and skills. Client agrees not to charge and/or reassign personnel without prior consent of Agency. The Client acknowledges that the Agency reserves the right to adjust the bill rates in accordance with 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 orientation that included 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.

The 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.

Our 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's name(s), job category and bill rate for any work performed. Payments are due within 45 days of the 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 the verbally authorized hours worked. The Supervisor and/or designee constitutes acceptance of the 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 the Agency is unable to contact personnel, the 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*

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 wellbeing of workers, the Agency reserves the right to perform an on-site safety inspection. Client must adhere to OSHA operating standards, provide personal protective equipment, and authorize personnel who have 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 a 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 with 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 and violation (s) of any such law ordinance, rule, regulations, 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.

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.

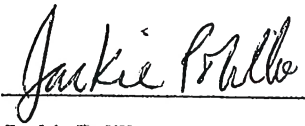
XXIII SEVERABILITY

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.

In Witness Whereof, the Parties Hereto Have Executed This Agreement

DATE: 4/10/24

DATE:



Jackie Polillo

Owner/Professional Medical Staffing

Authorized Signature for School District