

## **Health Care General Staffing Agreement**

This Staffing Service Agreement by and between **Lowell Public Schools** located at **155 Merrimack Street Lowell, MA 01852** hereinafter referred to as “Client” and Kelia, Inc. d/b/a/ Northeast Med Staff, herein referred to as “Contractor” is made effective **March 19, 2019**.

WHEREAS, Contractor is a registered temporary staffing company in the business of providing supplemental staffing to medical care providers such as client. Contractor will provide qualified medical personnel to client regardless of sex, color, age, race, creed, religion, national origin, disability, or sexual preference:

WHEREAS, Client will not discriminate against contracted individuals or organizations because of sex, color, age, race, creed, religion, national origin, disability or sexual preference in the admission or access to, in operation of, or in the employment policies of its services, programs and activities.

THE PARTIES AGREE AS FOLLOWS:

### **BILLING**

Contractor will be billed for services rendered on a weekly basis according to approved time sheets submitted by employees. Any time over 40 hours per week at client facility only is considered overtime and will be billed at one and one half times the hourly bill rate.

Payment is due within 15 days from the invoice date. A late charge of one and one half percent will be charged on any invoices paid after 30 days from the date of invoice. Should contractor find it necessary to engage in legal action to collect any outstanding debts, Client will be liable for any and all expenses incurred to collect such debts.

Client maintains the exclusive right to bill third party payers for all services provided under this agreement.

### **GUARANTEE**

Contractor shall make every effort to match skills and experience levels of its personnel to the specific needs communicated by Client. However, if for any reason Contractor’s employee does not meet the quality care standards as required by Client, Client must notify Contractor within the first day of the assignment for contract work and 4 hours for per-diem work. Contractor will replace the employee, subject to availability, with another employee.

## **REQUEST-CANCELLATIONS**

Contractor must be notified of cancellation within (2) two hours prior to the start of a shift. A minimum charge of (4) four hours for an (8) eight-hour shift request and a minimum charge of (6) six hours for a (12) twelve-hour shift request will be billed to Client. In the event Contractor personnel have started work and are subsequently sent home the Client will be billed for the full shift ordered.

## **DESCRIPTION OF SERVICES**

All employees assigned to Client pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of Northeast Med Staff and/or its approved subcontractors and shall be deemed independent contractors of Client. Northeast Med Staff shall assume sole and exclusive responsibility for the payment of wages, to employee, for services performed by them at Client. Northeast Med Staff shall, with respect to said employees, be responsible for withholding Federal and State Income Taxes, 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.

At the request of Client, Northeast Med Staff shall provide supplemental personnel on a per-diem and or contract basis.

The terms and duration of a contract assignment will be as follows:

- A. The assignment shall be a minimum of thirteen (13) weeks.
- B. The work- week shall be a minimum of thirty-six (36) hours and or seventy-two (72) biweekly hours.
- C. The total weekly hours billed to Client shall be a minimum of thirty-six (36) hours.

**All other service requests shall be considered per-diem and will be billed at the per-diem bill rate.**

This Agreement may be implemented through a verbal, electronic and or email service request. Each party will confirm the service request fulfilled. The confirmations will include job description of assigned supplemental personnel, start date and anticipated end date. Confirmation of staff extension assignment will be provided to Northeast Med Staff on behalf of Client prior to anticipated assignment end date.

## **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- a. Warrants that its policies and procedures shall be consistent with the Standards for Nursing Services as prescribed by the Joint Commission on the Accreditation of Healthcare Organizations.

- b. Provide Client, upon request, the appropriate personnel for specific Assignments. Provide personnel that are in uniform and have a badge that identifies them as employees of Northeast Med Staff. Contractor does not guarantee that all requests will be filled, however, agrees to notify Client in advance of any inability to fill such requests.
- c. Provide written notice of adjustments to rates and terms set forth in Exhibit A of this Agreement. Such adjustments may be made once per calendar year and, if market conditions require other adjustments, a second rate change may be made in the same calendar year, with 30 day written notice.
- d. Maintain and provide to Client upon request, all documents for healthcare providers according to state and federal law, to include:
  - 1. Current professional licensure
  - 2. Professional certifications
  - 3. TB documentation
  - 4. Hepatitis B testing dates or decline
  - 5. Immunization records
  - 6. Annual health exam
  - 7. Criminal background check
  - 8. Skills assessment
  - 9. Exclusion from state or federal program screening
  - 10. U.S. Citizenship and Immigration Services Form I-9 and documents establishing identity and work authorization
- e. Conduct in-depth interview to evaluate experience and expertise.
- f. Conduct reference checks.
- g. Assume sole responsibility for payment of wages to personnel for services provided to Client.
- h. Be responsible, with respect to personnel provided, for withholding Federal and State income taxes, unemployment insurance and maintaining worker's compensation coverage according to State Labor code.
- i. Provide insurance as stated in Exhibit B of this Agreement. (Evidence of which will be provided to Client upon request.)
- j. Use reasonable efforts to preserve the confidentiality of the Protected Health Information it receives from client facility and shall be permitted to use or disclose such information to the extent required by law and otherwise permitted under HIPAA and applicable state law.

## **CLIENT RESPONSIBILITIES**

Client shall:

- a. Utilize Contractor employees/contractors only for jobs which they have been assigned and trained.
- b. Provide contracted personnel with orientation to Client's facility's policies procedures. Personnel new to Client facility shall arrive one hour prior to their first shift assignment so they are provided with appropriate orientation for a specific area of assignment. Client shall cover any expenses incurred for required orientation unless otherwise negotiated.
- c. Provide Contractor with the facility's orientation information and policies so that Contractor can adequately provide orientation as requested by Client.
- d. Allow Contractor personnel to attend staff development programs as deemed appropriate by both parties.
- e. Provide for direct supervision and management on site of Contractor employee and notify Contractor of any concerns regarding performance within (24) twenty-four hours of service.
- f. Provide assistance to Contractor on a continuing basis with evaluations of each individual provided by Contractor. Such information as overall performance, documentation skills, cooperation, personal appearance, ability to relate to patients and ability to relate to management, etc.
- g. Contact Contractor immediately in the event of any suspicious, negligent, or incompetent behavior demonstrated by any Contractor personnel and may require such personnel to leave the premises.
- h. Compensate Contractor at the rates listed in Exhibit A of this Agreement. Client further agrees to billing at the rate of time and one half for services for personnel working more than (40) forty hours per week at client facility only.
- i. Recognize the rights of Contractor as the employer, and contact Contractor to grant time off, overtime, vacation, or sick leave to any of Contractor's personnel.
- j. Provide all materials needed to complete state and federal clinical documentation requirements, as well as, Client and insurance carrier

billing requirements.

- k. Provide all supplies, equipment, patient records and information relevant to the purpose of the service being provided, to the extent under applicable law.
- l. Maintain a work environment that is free from all forms of harassment.
- m. Notify Contractor immediately in event of accident or injury to one of Contractor's personnel.

**Patient Privacy and Confidentiality**

Both parties shall hold in strict confidence all written, verbal or electronic individually identifiable patient information and shall disclose such only to persons or entities authorized by law or by written consent of the patient or the patient's representative and consistent with the applicable standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended.

All notices under this agreement are to be addressed as follows:

If to Kelia, Inc. d/b/a/ Northeast Med Staff.:  
Kirk Marshall, President  
Northeast Med Staff  
221 Chelmsford Street  
Chelmsford, MA 01824

If to client:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Agreement Amendments**

This agreement constitutes out the entire Agreement between Client and Contractor. No modification to this agreement may take place without an addendum signed by both parties. A waiver of any provision of this Agreement will not have any effect on the rest of the Agreement, nor will it be construed as a waiver of a subsequent similar breach. If any provision of this Agreement is held illegal, or unenforceable, the remaining Agreement shall stay in full force and effect. If necessary, the Agreement will then be amended to reflect the original intended purposes and rights of the parties.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NORTHEAST MED STAFF**

\_\_\_\_\_  
Signature

Kirk Marshall  
Printed name

President  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**MA School Rates**  
**HOURLY BILL RATES**

Registered Nurse (RN) \$50  
Licensed Nurse practitioner (LPN) \$46

Weekend hours are: 7 AM Saturday to 7:00 AM Monday.

The shift date is determined by the date the shift starts.

**HOLIDAYS**

The following holidays will be billed at one and one half the regular bill rate:

New Years Eve (evening & night shifts)	New Year's Day (all)
Presidents Day (All)	Memorial Day (all)
Independence Day (all)	Labor Day (all)
	Thanksgiving Day (all)
Christmas Eve (evening& night shifts)	Christmas Day (all)

**OVERTIME**

Contractor will bill time and one half for any employee who works over (40) forty hours in one week. The week begins on Sunday with the day shift and ends on the following Saturday night shift.

**EXHIBIT B**

Contractor shall provide General and Professional Liability insurance for its agents and employees as follows:

**INSURANCE**

General Liability	\$1,000,000.00	Per Occurrence
	\$3,000,000.00	Annual Aggregate
Professional Liability	\$1,000,000.00	Per Occurrence
	\$3,000,000.00	Annual Aggregate