



Homecare Therapies
dba/ Horizon Healthcare Staffing



Horizon Staffing Resources

CLINICAL STAFFING AGREEMENT - SCHOOLS

This Agreement (the "Agreement") dated the **9th of February, 2022**, between Home Care Therapies LLC dba Horizon Healthcare Staffing along with Horizon Staffing Resources (both to be referred to as "Horizon") and **Franklin Lakes School District** and other related/affiliated organizations, corporations, or institutions hereinafter referred to as ("SCHOOL").

This Agreement shall commence on **February 9, 2022** and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to SCHOOL on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, Paraprofessionals as well as other clinical and non-clinical staff hereinafter referred to as "Temporary Staff"; as referenced in section four of this agreement. Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. Provision of services: Horizon shall provide and furnish to SCHOOL all services on an as-needed and as-requested basis.
 - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
 - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow SCHOOL access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of SCHOOL while said individual is performing services pursuant to this Agreement.
 - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
 - E. Cooperation with SCHOOL: Horizon agrees to cooperate and participate with SCHOOL in any internal peer review, external audit systems and grievance procedures as may be established by SCHOOL. Horizon further agrees to participate in SCHOOL case conferences and continuing in-service education for Horizon's Temporary Staff.



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- F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.
- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and SCHOOL

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign the SCHOOL's "Business Associates Confidentiality Agreement" and will also require all Temporary Staff sent to SCHOOL to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to SCHOOL upon request.

- H. Horizon will meet the qualifications of SCHOOL for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (New Jersey Office of Professions) and Office of Inspector General (Exclusion Database). In addition, Horizon agrees to check the New Jersey State Nurse Aid Registry to ensure that the CNAs sent to SCHOOL are eligible to work. If required, we will ensure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the School District and will complete any necessary forms specifically required by SCHOOL and to obtain the required fingerprinting. All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by The Department of Education of the State of New Jersey.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, and HIPPA.
- J. All Horizon Temporary Staffs will be issued an I.D. badge by Horizon.

3. **Duties and Obligations of SCHOOL:**

- A. Notwithstanding any provision herein to the contrary, SCHOOL remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations.

SCHOOL shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. SCHOOL will provide all supervision of the temporary staff Horizon furnishes.

- B. Should SCHOOL 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, SCHOOL



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

- C. Cancellation: For Nurse(s) working in the School's Health Office, SCHOOL 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.
- D. Horizon shall make every reasonable effort to secure substitute Temporary Staff for SCHOOL should it become necessary.
- E. Orientation: SCHOOL shall be responsible for orienting new Horizon personnel with the policy and procedures of SCHOOL. SCHOOL will be billed for the orientation.
- F. SCHOOL agrees not to directly or indirectly hire, or to use the services of any Temporary Staff assigned to it by Horizon within one (1) year after the last date of the Temporary Staff's assignment, or less than **1200 total working hours**. In the event SCHOOL either: (i) employs any Temporary Staff on a permanent or temporary basis, (ii) uses any Temporary Staff's services in a consulting or freelance capacity, or (iii) uses any Temporary Staff's services through another staffing agency, SCHOOL agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below (H.). It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- G. In the event one particular Horizon Temporary Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if SCHOOL chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by SCHOOL:

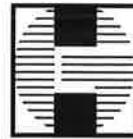
If SCHOOL decides to hire a Horizon Temporary Staff person furnished by Horizon, SCHOOL agrees to pay:

25% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon Temporary staff person's annual salary if they are hired and the person has worked 401 - 800 hours;



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10% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon Temporary staff person's annual salary if they are hired after the person has worked 1200 hours.

4. **Rates and Payment for Horizon Services:**

The following hourly rates will apply for all shifts and will be billed through Homecare Therapies LLC dba Horizon Healthcare Staffing:

RNs - Health Office coverage/field trips	\$ 56.00/hr
RN – Certified School Nurse	\$ 64.00/hr
RNs - 1:1 (skilled nursing services for a special needs student)	\$ 58.00/hr
Specialty RN – 1:1 (enhanced nursing services for medically fragile... ...special needs students, a separate addendum will be signed for those cases)	\$ 60.00/hr
LPNs 1:1 Skilled Nursing	\$ 50.00/hr
LPNs Nurse Specialty (1:1 enhanced nursing service for medically fragile special needs students)	\$ 52.00/hr
Student Transportation ONLY - (2 hour minimum each way)*	\$ 75.00/hr
RN – Overnight School Trips	\$ 59.00/hr (7:30 am – lights out) \$ 10.00/hr (lights out – 7:30 am)
RN Visit (dispense meds)	\$ 86.00 per visit
RN in-service / consulting	\$ 156.00/hr
Nurse Practitioner	\$ 94.00/hr
CNAs	\$ 27.00/hr
Physical/ Speech/ Occupational Therapy	\$ 96.00/hr

The following hourly rates will apply for all shifts and will be billed through Horizon Staffing Resources:

Paraprofessionals (Health Aides)	\$ 28.80/hr
Social Worker	\$ 49.00/hr
ABA (Nintey Minute Session)	\$ 126.00 per 90 minutes
CPR Certification instruction 1-6 p.p **	\$ 500.00



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There is a 4-hour minimum per day for a health office nurse, 1:1 assignment nurse and paraprofessionals. If the clinician works less than 4 hours in a day, Horizon will invoice SCHOOL 4 hours at the above rate.

For those staffing assignments that require a clinician for 1:1 care of a special needs student, there will be a 4-hour billing charge for the following conditions:

- **Cancellation or absence due to inclement weather,**
- **Student absences for any reason (including: Quarantine and isolation, COVID virus symptoms, COVID screening, and COVID testing)**
- **Shadow training for a substitute 1:1 clinician**

***The school district will be responsible for arranging the transportation of the nurse back to his / her car after each leg of the assignment and the school district will be invoiced for the time it takes the nurse to transport the student from the home (or from the school) and then back to the nurse's vehicle.**

****District may add up to two additional persons for a fee of \$90.00 pp. First Aid Reference Books are required at a cost of \$65.00 per book.**

If the same Temporary Staff person works at SCHOOL more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

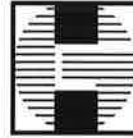
Horizon's payment terms are: invoices are due upon receipt.

Invoices that remain unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. **Upon receiving Horizon invoice, if SCHOOL disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice.** Further, SCHOOL shall provide Horizon with all supporting documentation upon which SCHOOL is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by SCHOOL without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon SCHOOL's reimbursement from its Providers

This Agreement shall be governed by the laws of the State of New Jersey. It shall be at the sole discretion of Horizon Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Monmouth County or in any other appropriate jurisdiction at the sole and exclusive discretion of Horizon Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Horizon Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by SCHOOL.



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The following holidays are billed at time and a half:

New Year's Day
Martin Luther King
Presidents' Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

All time cards and "sign in / out" sheets (furnished by Horizon to Temporary Staff) from School *must* be submitted prior to **noon** on **Monday** via fax (732) 817-0555, and mailed to 198 Route 9 North, Suite 107 Manalapan, NJ 07746. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.

SCHOOL will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.

5. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 8:30 am through 5:30 pm. SCHOOL will have access to our 24 hour a day, 7 days a week on-call coordinator.
6. Both parties shall comply with access to records pursuant to NJAC 6A:32
7. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Temporary Staff providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate
Professional Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate

Horizon will provide a copy of the Certificate of Insurance to **Franklin Lakes School District** upon request.

8. **Terms and Termination:**
Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.
9. **Indemnification:**
SCHOOL shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of



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School's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by SCHOOL, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold SCHOOL, including as applicable, **Franklin Lakes School District** Board of Education, owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against SCHOOL as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

10. **Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

11. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.

12. **Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Horizon Healthcare Staffing
198 Route 9 North
Suite 107
Manalapan, NJ 07726

Franklin Lakes School District
490 Pulis Avenue
Franklin Lakes, N.J. 07417

13. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.
14. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and SCHOOL. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.



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AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

Anna Mancini 2-9-22
Anna Mancini Date
Senior Director of Client Services
Horizon Healthcare Staffing

Print Name Title

Signature Date