

End. 11.8
July 12, 2012

**AGREEMENT BETWEEN
HORSEHEADS CENTRAL SCHOOL DISTRICT
AND
STAFKINGS HEALTHCARE SYSTEMS, INC.**

This Agreement is made between Stafkings Healthcare Systems, Inc., 66 Hawley Street, P.O. Box 1015, Binghamton, NY 13902, hereafter referred to as "Stafkings" and Horseheads Central School District, 1 Raider Lane, Horesheads, NY 14845 hereafter referred to as "HCSD".

WHEREAS, Stafkings provides temporary services to local hospitals, nursing homes and health care facilities, and

WHEREAS, HCSD desires to secure temporary services on an as-needed basis at its facility, and

WHEREAS, the purpose of this Agreement is to provide personnel to HCSD as requested by HCSD. Personnel during the hours they are assigned to the facility are to work under the direction and supervision of the facility staff, where applicable.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is understood and agreed by the parties hereto as follows:

- 1) Stafkings agrees that HCSD retains administrative and professional responsibility for services rendered.
- 2) Stafkings ensures that nursing personnel assigned to HCSD meet all Federal and State, and Local regulations as well as facility policies.
- 3) Stafkings shall be in receipt of HCSD policies and job descriptions for those specific services being rendered. All personnel assigned to this facility shall be required to read the job description and employee policy handbook.
- 4) It will be the responsibility of Stafkings to check references on all personnel assigned to HCSD. This shall include verification of current licensure and training certifications, copies shall be made available to HCSD upon request.
- 5) It shall be the responsibility of HCSD to orient the supervisory and administrative personnel of Stafkings in writing to existing and new or revised policies and procedures of HCSD.

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- 6) Stafkings shall be responsible for any employees assigned, by Stafkings, to HCSD for recording of hours worked. All hours worked shall be recorded on a Stafkings time slip and verified by a HCSD supervisory employee. Stafkings shall pay all associated payroll taxes and insurance on its employees assigned to HCSD.
- 7) Upon execution of this Agreement, Stafkings shall provide HCSD with a certificate of required insurance, including Workers' Compensation.
- 8) Overtime at the rate of time and one-half shall be charged for hours worked in excess of 40 hours in one week. Stafkings work week runs Monday through Sunday.
- 9) **All employees assigned to Horseheads Central School District will be fingerprinted through the State Education Process. HCSD agrees to arrange and pay for each employee to be fingerprinted.**
- 10) All hours attributed to employee orientation shall be recorded on a Stafkings time slip and verified by a HCSD supervisory employee.
- 11) Stafkings personnel, who exhibit satisfactory performance and wish to be retained on a permanent basis by HCSD, shall have worked for Stafkings at HCSD, for a period of not less than 520 regular hours (overtime hours not included).
- 12) Stafkings employees are our assets. HCSD agrees not to transfer Stafkings employees to another staffing service or accept Stafkings employees through another staffing service for a period of six months from the time their assignment ends through Stafkings at HCSD, regardless of circumstance (e.g. resignation, termination, contract or assignment ends).
- 13) Stafkings shall invoice HCSD on a weekly basis for all services rendered during the previous week based upon the hourly rates set forth on Schedule A. All invoices are net due upon receipt. Invoices not paid within 30 days shall be subject to a finance charge of 1.5% per month on the unpaid balance.
- 14) Cancellation clause: In the event of a shift cancellation by HCSD, Stafkings requires a minimum of 2 hours of notification time in order to better utilize staff and schedule more efficiently, thus providing the highest quality staff most suited to the client's needs.

15) HCSD agrees to indemnify and hold Stafkings harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Stafkings that result from the sole acts or omissions of HCSD or its agents.

16) Stafkings agrees to indemnify and hold HCSD harmless from all claims, losses, expenses, fees including attorneys fees, costs, and judgments that may be asserted against HCSD that result from the sole acts or omissions of Stafkings or its agents.

17) This Agreement shall be in effect on July 1, 2012, and will continue until canceled in writing by either party. Cancellation notice of not less than 30 days shall be given and delivered, postage paid via certified mail, return receipt requested. The date of deposit in any U.S. Postal Mailbox shall be the date of notice thereof.

18) Notwithstanding any other provisions in this contract, both parties remain responsible for: (a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of federal, state, and local statutes, rules and regulations; (b) planning, coordinating, and ensuring adherence to the plan of care established for patients.

19) This Agreement constitutes the entire agreement between Stafkings and HCSD. This Agreement may be amended only by the mutual written agreement of both parties.

20) This agreement shall be reviewed annually during the month of August. The agreement shall remain in force during review and renegotiation.

Horseheads Central School District

Date

Print Name and Title

Stafkings Healthcare Systems, Inc.
Melissa A. Wheeler – Director

Date

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SCHEDULE A
OF AGREEMENT BETWEEN
~~ELMIRA HEIGHTS SCHOOL DISTRICT~~
AND
STAFKINGS HEALTHCARE SYSTEMS, INC.

*Horseheads Central
School District*

2012 Rates

<u>Level of Service</u>	<u>Hourly Rates</u>
Licensed Practical Nurse	\$28.85

Horseheads Central School District

Date

Print Name and Title

Stafkings Healthcare Systems, Inc.
Melissa A. Wheeler – Director

Date

These rates are effective July 1, 2012 until further notice