



**Services Agreement Between
Advanced Medical Personnel Services, Inc.
DBA, Advanced Medical, Advanced Surgical, and Advanced Schools
And
Harford County Public Schools**

As of this date October 7, 2016, **Advanced Medical Personnel Services, Inc. DBA, Advanced Medical, Advanced Surgical, and Advanced Schools**, a Florida company, as a provider of medical services support personnel (hereafter referred to as "AMPS"), and **Harford County Public Schools**, a school district located in Maryland, (hereafter referred to as the "District") as an organization in need of medical services support personnel, in consideration of the mutual promises herein contained, have agreed to enter into this one certain Services Agreement (hereinafter the "Agreement") as follows:

AMPS shall furnish to **District** qualified personnel on an as-needed, as-available basis for temporary assignments (hereinafter referred to as "AMPS employee") and in accordance with the Agreement's terms. An **AMPS** employee may only be placed in assignments that match their experience and scope of skills. **AMPS** shall verify the AMPS employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience appropriate and required for the assignment and shall forward such information to the District in advance of any assignment.

If an **AMPS** employee is asked to float to another department with the District, the department must be a like department or unit and the employee must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit.

AMPS shall maintain and provide to the **District**, upon written request, the following information for any AMPS Employee prior to their assignment to the District:

1. A copy of that individual's current professional license and/or verification.
2. Proof of completion of educational requirements, including continuing education where such is required (JCAHO/ OSHA/HIPPA)
3. Medical immunizations and medical requirements including:
 - TB Test within the last year
 - Physical Exam within the last two years
 - Negative 9 Panel Drug Screen
 - Current CPR certification
4. A completed I-9 Form
5. Copy of Resume, Skills Checklist, and references
6. Criminal Background check & State Fingerprinting
7. Proof of insurance coverage, as such is defined herein (Workers Compensation and Professional and General Liability)

8. Any other information routinely required by the District for its employees or contractors, or as required by Board policy or state or federal law.

COMPLIANCE

AMPS shall at all times safeguard the integrity, security, and confidentiality of individually identifiable health information, as that term is defined in The Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 1320d(6) ("Health Information"), to which it has access by virtue of this Agreement, to the extent that HIPAA applies in the context of this agreement. To accomplish this requirement, AMPS shall maintain reasonable and appropriate administrative, technical and physical safeguards as specified in 42 U.S.C. Section 1320d-2(d)(2). AMPS shall familiarize its staff and employees to the privacy and security policies applicable to District's Health Information and education records. AMPS and assigned AMPS Employees shall fully comply with the confidentiality and privacy requirements of the Family Educational Rights and Privacy Act ("FERPA") and Individuals with Disabilities Education Act ("IDEA") and federal and state law relative to District's education records. AMPS and District shall promptly report to one another any breach of integrity, security or confidentiality of Health Information or student or education information.

AMPS represents and warrants, that it is in full compliance with any and all applicable laws, rules and regulations for EEOC and FMLA.

Both **AMPS** and **District** understand and agree that any personnel assigned to **District** pursuant to this Agreement shall perform all services as an **AMPS** employee and not as an employee, agent, partner and/or venture participant of **District**. **AMPS** does not and will not engage subcontractors to provide services as an **AMPS** Employee assigned under this agreement..

AMPS agrees to indemnify, hold harmless, and defend **District** and each of its officers, officials, employees, volunteers, and agents from and against all liabilities, expenses, losses, penalties, costs, fines, and damages in the form of any and all claims under any theory of liability incurred by the District from any and all claims, demands, and actions, arising or alleged to have arisen out of the negligence or misconduct of employees, agents, or personnel of **AMPS**, including, but not limited to, professional negligence, errors, or omissions.

INSURANCE

AMPS will carry and maintain professional liability and general liability insurance for each of its employees placed with the **District** in the amount of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) in the aggregate annually and worker's compensation insurance at statutory limits for the duration of the agreement.

HOURS OF OPERATION

AMPS' hours of operation are Monday through Friday; 8 am to 7 pm EST. For emergencies, **AMPS'** on – call representative is available 24 hours a day, seven days a week and can be reached at 800-330-7711 (follow the prompts).

EMERGENCY MANAGEMENT

In the event of an emergency, natural disaster or other uncontrollable event, **AMPS** will continue to provide service to you through our corporate network from a location where phones and computers are functional. **AMPS** will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request.

ORIENTATION

District agrees to orient the assigned AMPS Employee to its facility(ies) and policies & procedures. AMPS agrees that its assigned AMPS Employee will comply with District's policies and procedures. Student services will not be rendered until the Director of Recruitment believes the AMPS Employee is ready for assignment.

PERFORMANCE FEEDBACK

It shall be the responsibility of **District** to cooperate with an evaluation of each assigned AMPS Employee relative to such employee's ability to perform specific job functions as assigned pursuant to this agreement. **AMPS** will request performance feedback at the midpoint of the AMPS employee's assignment.

COMPLAINTS, INCIDENTS AND INJURIES

Should you have any complaints about an AMPS Employee, immediately contact the assigned account manager who will ensure any issues are resolved in a timely fashion.

It shall be **District's** responsibility to notify **AMPS** within 24 hours of an event such as competency issues, incidents and/or complaints related to the AMPS Employee and/or **AMPS**. **District** agrees to initiate communication with **AMPS** whenever an incident/injury report related to the AMPS Employee is initiated. Upon notification, **AMPS** shall document and track all incidents, including errors, sentinel events, injuries, and safety hazards related to the care and services provided by an AMPS Employee.

~~Any individual or organization that has a concern about the quality and safety of student services delivered by **AMPS** healthcare professionals, which has not been addressed by **AMPS** management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630.792.5636.~~ SM

PAYMENT TERMS

~~**AMPS** shall invoice weekly. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month 18% annual rate, or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. Should the balance due to **AMPS** by **District** come into gross arrears, **AMPS** is permitted to immediately discontinue therapy services provided by contractor unless an appropriate arrangement for payment has been agreed upon. Should it be necessary to assign the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and legal fees shall be paid by **District**, unless such payments are in dispute.~~ SM

FEES

District agrees to notify **AMPS** of its intent to hire any personnel who previously was referred to District by **AMPS** during the preceding twelve (12) month period. In addition, **District** also agrees and warrants paying **AMPS** the following placement fee which is based on the number of consecutive weeks that the traveler has worked through **AMPS** with the **District**:

TEMP TO PERMANENT FEES

PT/OT/SLP		PTA/OTA	
13 Weeks	\$5,000	13 Weeks	\$3,500
26 Weeks	\$4,000	26 Weeks	\$2,500
>26 Weeks	\$3,500	>26 Weeks	\$1,500
>52 Weeks	no charge	>52 Weeks	no charge

DIRECT HIRE PERMANENT PLACEMENT FEES

If a candidate referred by **AMPS** is directly hired without working as a traveler first, a permanent placement fee, in the amount of eight thousand dollars (\$8,000.00) flat fee for any PT, OT, or SLP candidate and five thousand dollars (\$5,000.00) flat fee for any PTA or COTA, will be charged.

TRAVEL RATES

A current rate schedule for assigned AMPS employees is listed below setting forth the individual rates to be charged. In addition, **District** agrees to remunerate **AMPS** for all charges, costs and fees enumerated in "Rate Schedule", which include, those charges, costs and fees associated with overtime and holiday services, as designated in "specific holidays" below. AMPS shall provide District with a set rate for a proposed AMP Employee to be assigned prior to assignment with District. Overtime shall be considered all hours worked by any personnel over forty (40) hours, encompassing all shifts in any given work week defined as Sunday through the following Saturday. All overtime hours worked shall be compensated at time-and-one half (1½). Furthermore, all personnel hours worked on specific holidays, as defined herein, shall be compensated at time-and-one half (1½). Specific holidays are as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Easter, Thanksgiving Day, Christmas Eve and Christmas Day. Holiday Shifts begin the night shift prior to the holiday through 7 am following the holiday. ~~District agrees to guarantee an assigned AMPS Employee the number of hours available based on the student days shown on the current school calendar.~~ District agrees to pay no more than 37.5 hours per week per contractor. **District** is responsible for paying the guaranteed hours every week during the contract. The guaranteed hourly rate includes all costs for services rendered under this agreement, including but not limited to: travel expenses, housing expenses, insurances (workers comp and liability), traveler payroll and benefits, mileage and other related travel expenses.

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RATES

PT/OT/SLP	\$67 to \$73 p/hr
CFY W/AMPS Supervision	\$62 to \$70 p/hr
CFY W/District Supervision	\$57 to \$63 p/hr
PTA/COTA	\$57 to \$63 p/hr

*Rate range varies depending on location and housing costs. All candidates will be submitted with specific rate needed. Rates are all inclusive (including housing, payroll and travel expenses, etc.)

CANCELLATION OR EARLY TERMINATION OF AMPS EMPLOYEE ASSIGNMENT

A thirty (30) day written cancellation notice with the end date falling on a Friday, must be given to **AMPS** directly (not the contract employee), for cancellation or early termination of this agreement, other than termination for cause attributable to **AMPS** or the assigned AMPS Employee.

CANCELLATION OF AGENCY AND DISTRICT CONTRACT

The signatory below specifically warrants that he/she has the capacity and authority to execute this agreement on behalf of **District** with respect to the obligations, rights and duties contained herein. By signing below, **District** agrees to investigation by **AMPS** of **District's** credit history, including but not limited to credit reports, rental history reports, Better Business Bureau reports and other means. **AMPS** reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to, the results of the credit history inspection. This Agreement shall be terminated by either party upon thirty (30) days written notice.

 The laws of the State of ~~Colorado~~ Maryland shall govern this agreement, and the courts of ~~Denver County, Colorado~~, Harford County, Maryland, shall have exclusive jurisdiction over any controversies arising out of this agreement.

I have read and understand this Agreement in its entirety and agree to abide by such.

General Insurance Requirements

- a. (Agency) shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this MOU/Agreement until they have obtained at their own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of (Agency) will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- b. Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Agreement.
- c. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- d. Any deductibles or retentions in excess of \$10,000 shall be disclosed by (Agency), and are subject to the Board's written approval. Any deductible or retention amounts elected by (Agency) or imposed by (Agency) insurer(s) shall be the sole responsibility of (Agency).
- e. The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on (agency's) General Liability insurance and the umbrella excess liability or excess liability policies with respect to liability arising out of services provided under the Staffing Services Agreement.
- f. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

Agency's Insurance

- a. (Agency) shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors; and
- Contractual liability including protection for (Agency) from bodily injury and property damage claims arising out of liability assumed under this Agreement.

Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

Medical professional liability (or errors or omissions liability) insurance or its equivalent for the Service Provider firm or organization with limits totaling at a minimum:

\$ 3,000,000 each person or claim; and
\$ 3,000,000 annual aggregate.

Individual medical professional liability insurance or its equivalent for the individual professionals arranged by the Service Provider to provide medical services under this Contract with minimum limits of:

\$ 1,000,000 each person or claim; and
\$ 3,000,000 annual aggregate.

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000 per occurrence;
\$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

- g. The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on (Agency) commercial general liability insurance and the umbrella excess liability or excess liability policies with respect to liability arising out of the services provided under this Agreement. *ISO form CG 2026 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.*
- h. Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under (Agency)'s liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from (Agency)'s liability insurance policies required herein.)
- i. Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, employees and authorized

volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

- j. If any liability insurance purchased by (Agency) has been issued on a "claims made" basis, (Agency) must comply with the following additional conditions:
- 1) (Agency) Inc. shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after this MOU has concluded. Such certificates shall evidence a retroactive date no later than the earlier of the date of this MOU or the commencement of (Agency)'s services under this Agreement; or
 - 2) (Agency) shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final Conclusion of (Agency)'s services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this MOU or the commencement of (Agency)'s services under this Agreement.

Waiver of Subrogation

To the fullest extent permitted by law, (Agency) and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by (Agency) under this MOU. (Agency) specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. (Agency) shall advise its insurers of the foregoing.

Damage to Property of (Agency) and its Invitees

To the fullest extent permitted by law, (Agency) shall be solely responsible for any loss or damage to property of (Agency) or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

Indemnification

(Agency) will indemnify and hold harmless the Board of Education from any and all injury (including death), loss or damage resulting to any person or property by reason of (Agency)'s work as described in this MOU/Agreement for the Board of Education, provided the same was not caused solely by the negligence of the Board of Education. (Agency) shall defend the Board of Education against liability, damage, claim or demand and reimburse the Board of Education for any costs incurred by the Board of Education in connection therewith, including reasonable attorney's fees arising out of any injury (including death), loss or damage described above. The Board of Education shall have the right to approve any legal counsel selected to defend the Board of Education in such claim or alleged claim. Nothing set forth herein shall be construed as a waiver on the part of the Board of Education of any defense, immunity, limitation of liability, or restriction on damages provided for it under applicable law including but not limited to Section 5-518 of the Courts and Judicial Proceedings Article and Section 4-105 of the Education Article of the Maryland Annotated Code as amended.

Federal Education Rights and Privacy Act (FERPA) and FERPA regulations.

- b. (Agency) acknowledges that the services to be provided pursuant to this contract involve a Harford County Public School (HCPS) function for which HCPS would otherwise use employees.
- c. (Agency) acknowledges that HCPS will provide to (Agency) records which contain personally identifiable information pertaining to students and which may or will constitute "educational records" within the meaning of FERPA and its implementing regulations found at 20 United States Code (USC) 1232g and 34 Code of Federal Regulations (CFR) 99, *et seq.*, respectively.
- d. (Agency) agrees not to disclose or redisclose any educational records to any other person or entity, obtained or created pursuant to this contract.
- e. (Agency) is prohibited from using such educational records for any purpose other than the purpose for which any disclosure of same was made by HCPS to (Agency) or (Agency) to HCPS.

Employee Assignment Prohibitions Under 6-113 of the Education Article of Maryland Code (Section 6-113)

"Contractor acknowledges and agrees that, pursuant to Section 6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Sub-Contractors from knowingly assigning any of the Contractor's or Sub-Contractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

- a. A sexual offense in the third or fourth degree under § 3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of

another state that would constitute an offense under § 3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

- b. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c. A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.”

Criminal Background Checks for Contract Employees

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section 5-560 to 5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

The results of all background checks and fingerprinting required above shall be provided to HCPS prior to Contractor commencing any work under the contract. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

Work force” means any employee of the Contractor; any Sub-Contractor of the Contractor or the employee of the Sub-Contractor.

Sex Offender Registration

Contractor agrees and acknowledges that it/she/he is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section 11-704 of the Criminal Procedures Article of the Maryland Code.

**Acknowledgment of Service Provider's Independent Contractor Status and
No Coverage for Service Provider under Board's Workers Compensation Coverage**

Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider's performance of services for the Board. To the fullest extent permitted by law, the Service Provider specifically waives any right of recovery against the Board and its elected and appointed officials, agents, employees, and authorized volunteers for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, agents, employees, and authorized volunteers. The Service Provider shall advise its insurers of the foregoing.

Non-Assignment

This agreement may not be assigned by either party.

Removal of Contracted Staff

HCPS reserves the right to remove any AMPS staff assigned per this agreement if such staff is a danger to himself/herself or others or whose continued presence adversely impacts the health and safety or welfare of HCPS students.

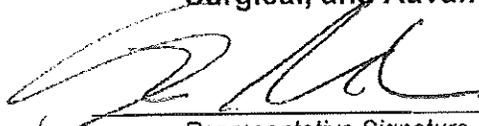
Entire Agreement

This Funding Agreement contains the entire agreement between the parties with respect to the subject matter set forth herein but may be modified with the written consent of both parties.

Harford County Public Schools

**Advanced Medical Personnel Services, Inc.
DBA, Advanced Medical, Advanced
Surgical, and Advanced School**

Representative Signature



Representative Signature

Print Name, Title

Seth Mukai, Director of Sales
Print Name, Title

Date

October 7, 2016
Date