I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility
2. Resolution authorizing Memorandum of Understanding with Western New York Independent Living, Inc. and AIM Independent Living Center on behalf of the Chemung County Departments of Aging and Long Term Care and Social Services (2022 Aging & Long Term Care & DSS-NY Connects)
3. Resolution authorizing agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility
4. Resolution authorizing agreement with White Glove Placement, Inc. on behalf of the Chemung County Nursing Facility

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT
Resolution authorizing agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility

Resolution #:  
Slip Type: CONTRACT  
SEQRA status State Mandated False

Explain action needed or Position requested (justification):
Requesting resolution for approval to enter into agreement with CoreMedical Group on behalf of the Chemung County Nursing Facility to supplement staffing levels in order to comply with the NYS Legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations. Previous contract staffing resolution 22-348.

Vendor/Provider CoreMedical Group

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<th>Prior Amount</th>
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CREATION:
Date/Time: 8/4/2022 9:35:53 AM  
Department: County Executive

APPROVALS:
Date/Time: 8/4/2022 9:37 AM  
Approval: Approved  
Department: County Executive

Date/Time: 8/9/2022 9:13 AM  
Approval: Approved  
Department: Budget and Research

Date/Time: 8/15/2022 1:09 PM  
Approval: Approved  
Department: Legislature Chairman
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CLIENT AGREEMENT FOR HEALTHCARE PROFESSIONAL SERVICES

AGREEMENT, made effective as of July 25, 2022 between CMG CIT Acquisition, LLC, d/b/a CoreMedical Group ("CMG") with offices at 655 South Willow Street, Suite 128, Manchester, NH 03103 and

<table>
<thead>
<tr>
<th>Chemung County Nursing Facility</th>
<th>(&quot;Client&quot;) with offices at</th>
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<tbody>
<tr>
<td>103 Washington St</td>
<td>(Address)</td>
</tr>
<tr>
<td>Elmira, NY</td>
<td>(City, State, Zip)</td>
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Whereas CMG is in the business of locating and placing on a temporary basis for clients, according to their specifications, health care personnel (hereinafter used in the plural to refer to one or more such personnel) to provide services to such clients, and performing as stated herein; and

Whereas Client from time to time desires the services of one or more of such health care personnel; and

Whereas CMG and Client wish to enter into an agreement pursuant to which CMG will arrange with such health care personnel for them to provide their services to Client;

NOW, THEREFORE in consideration of the covenants and agreements contained herein, CMG and Client agree as follows:

1. DESCRIPTION OF SERVICES
   A. CMG shall, upon request of Client, refer health care personnel ("CMG Professionals") to meet Client’s temporary staffing requirements. Client is not obligated to use CMG exclusively for temporary staffing nor is CMG required to provide CMG Professionals or other service solely or exclusively to Client. CMG’s duty to make referrals hereunder is subject to the availability of CMG Professionals, as determined by CMG in its sole discretion. Accordingly, the inability of CMG to fill Client’s requested temporary staffing needs shall not constitute a breach of this Agreement.
   B. CMG will seek CMG Professionals for Client meeting the qualifications, experience, and requirements set forth by Client and given to CMG either verbally or in writing. To assist CMG in its compliance with the Joint Commission’s standards, Client must provide CMG with copies of job descriptions applicable to the health care personnel requested, if applicable and available. Client shall have the right to conduct a telephone interview with each CMG Professional referred to Client no later than twenty-four (24) hours from the time of submission of the CMG Professional to Client. Client shall interview and select, based upon its evaluation of potential candidates, appropriate CMG Professionals for the contract assignments. Client shall have the right to reject any referred CMG Professional if Client determines the referred CMG Professional does not meet its specifications.
   C. CMG’s sole obligation hereunder shall be to recruit and provide to Client the CMG Professionals selected by Client in accordance with the requests of Client from time to time. If any CMG Professional fails or refuses to perform the services requested by the Client or the Client determines that the CMG Professional has failed to perform such services in a manner satisfactory to the Client, the Client’s sole and exclusive remedy shall be the removal of the CMG Professional by CMG at the Client’s direction, and, CMG shall use its reasonable efforts to locate a replacement for the removed CMG Professional if so requested by the Client.

2. ACCEPTANCE OF SERVICES
   A. Client’s Healthcare Professional Manager or other Client designated agent shall review for approval weekly the time records of CMG Professional(s) utilizing CMGs online timecard procedure or equivalent form provided by the Client. Client must account for all hours up to the minimum hours guaranteed, including, but not limited to approved time off, low census, unplanned absence, etc. Hours below the guaranteed minimum which are unaccounted for on the weekly time record will be assessed Call Off hours (pursuant to section 35. Fees).
   B. Client’s approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both Client’s electronic signature and electronic signature of CMG Professional(s) thereon and such approval shall constitute acceptance of the work performed by CMG Professional(s) and client’s agreement to pay CMG according to the terms stated herein. Nothing herein shall eliminate Client’s obligation to pay CMG for any services provided by CMG Professionals which client has approved by any other manner or which have otherwise been performed by CMG Professionals in accordance with this Agreement. All adjustments to time records must be submitted prior to the completion of the Assignment (as hereinafter defined).
   C. Client agrees to assign a designated Client Representative to CMG to report to CMG all hours worked by each CMG Professional, on a time schedule mutually agreed upon between CMG and the Client. Client shall forward to CMG electronic documentation of all hours worked by CMG Professionals on a mutually agreed time schedule.
3. LENGTH OF ASSIGNMENT
   A. CMG will provide and Client will accept, CMG Professionals based on Client’s staffing needs and subject to employment qualifications for contractual assignments of a minimum of thirteen (13) weeks in duration (the “Assignment”).
   B. Client may extend the length of the Assignment by such periods as may be mutually agreed to by Client, CMG and the affected CMG Professional.

4. BILLING AND PAYMENT
   A. CMG will bill Client in accordance with section 35. Fees, through invoices issued to Client in arrears on a weekly basis for services provided by CMG Professionals and associated costs, as approved by Client, except that CMG has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Payment to CMG will be due upon receipt of such invoice. Any late invoicing by CMG shall not affect the obligation of Client to pay for the services covered by that invoice. Please remit checks to: CoreMedical Group, P.O. Box 306478, Nashville, TN 37230-6478.
   B. All invoices must be paid within the terms of the Agreement. Any questions regarding invoices must be communicated to CMG prior to payment. No adjustments will be made for short payment on invoices.
   C. A finance charge of 18% per annum will be added to all outstanding amounts unpaid for thirty (30) days or more. If this rate exceeds the maximum lawful amount, the interest due will be the maximum rate permitted by law.
   D. Payments received by CMG from Client shall be applied in the following order against amounts owed by Client to CMG (i) to the payment of any costs of collection incurred by CMG (including any attorney’s fees and expenses); (ii) to any late fees and/or penalties; and (iii) to the payment of fees for services rendered by CMG to Client pursuant to this agreement.
   E. Client and CMG acknowledge and agree that CMG shall not be deemed to have notice of any dispute by Client regarding the amounts owed to CMG for the performance of its services hereunder unless such dispute is set forth in writing by Client and delivered via certified mail to CoreMedical Group, c/o Accounts Receivable Department, 655 South Willow Street, Suite 128, Manchester, NH 03103. Any settlement of any such dispute must be in writing signed by CMG or it will not be binding upon CMG. Client authorizes CMG to deposit and receive payments marked “paid in full” or “full satisfaction and discharge” or words of similar imports, apply the amounts received to the Client’s outstanding indebtedness to CMG and proceed against Client for the remainder of the full amount owed by client as set forth in CMG’s invoices to Client, notwithstanding anything to the contrary.
   F. CMG may upon mutual agreement pay certain bonuses to CMG Professionals on Client’s behalf. Any such bonuses will be billed to Client by CMG plus any applicable taxes, insurances or other standard payroll burdens.

   G. **Client Billing Contact Info:**
      
      | Invoice Attention To: |
      |-----------------------|
      | Invoice Recipient Email: |
      | Billing Address: |
      | City: | State: |
      | Zip: |
      | Accounts Payable Contact: |
      | Accounts Payable Email: |
      | Accounts Payable Phone: |

5. INDEPENDENT CONTRACTOR
   As the provider of staffing services, CMG is the direct employer of the assigned CMG Professional under Labor Law. However, once the CMG Professional enter the premises of Client, they become borrowed service provider(s) of the Client for management and control.

6. QUALIFICATIONS AND SCREENING OF CMG PROFESSIONALS
   A. Client will be provided with background information on each referred CMG Professional, including a resume, CMG self-assessment skills inventory, and references for review in consideration for any open positions. Client shall additionally conduct a clinical interview to further evaluate a CMG Professional’s competency as it relates to the open position.
   B. Any offer of employment from Client is contingent upon CMG Professional passing CMG’s drug, background, and competency screening requirements, as explained in Section 34: Standard Credentialing Requirements. A CMG Professional may not start any assignment should these requirements not be completed. At Client’s discretion, a CMG Professional may attend orientation if the requirements remain uncompleted but may not treat or work directly with patients until all credentialing requirements are passed/complete.

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655 South Willow Street, Suite 128 - Manchester, NH 03103 Voice: 800-995-2673 Fax: 866-420-1055
C. CMG will forward, prior to commencement of the Assignment, all credentialing documentation, including appropriate background and drug screening, and appropriate medical documentation as required by Client.
D. All CMG Professionals supplied by CMG shall be appropriately licensed in the state in which they will be working.
E. Each CMG Professional referred will typically possess a minimum of one (1) year of full-time experience within their clinical setting, however, experience may vary based on Client's critical staffing needs and the position being submitted for.

7. ORIENTATION POLICIES
CMG will provide CMG Professionals with an orientation to CMG’s policies and procedures. It is the responsibility of the Client to orient CMG Professionals to Client’s facility and Client specific rules and regulations, all policies and procedures, all Client equipment, and to validate competency of the Client to properly utilize all relevant equipment. Orientation hours are billed at the regular hourly bill rate.

8. FLOATING POLICIES
Client agrees to float CMG Professional(s) in rotation with Client's own staff and only in accordance with Client's own floating policies, as well as the clinical experience and within the skill set and comfort level of the HCP being asked to float. Client agrees to notify CMG of its intent to float Professionals covered under this agreement, and to provide any orientation necessary to the unit being floated to.

9. PERFORMANCE EVALUATIONS
To comply with the Joint Commission standards all employees, including contract employees, must be periodically evaluated by CMG. Clients are encouraged to complete post placement evaluations for each CMG Professional working in order to assist CMG in this process. Feedback may be offered both verbally or in writing. Client is also encouraged to continually evaluate CMG Professional’s competency as it relates to performing the job description and report to CMG any areas of concern.

10. OSHA
A. CMG agrees to comply with OSHA Regulations concerning “Occupational Exposure to Bloodborne Pathogens” by providing review/training material and subsequent online testing to CMG Professionals.
B. Client will provide site specific training and provisions for personal protective equipment (PPE) engineering, housekeeping and workplace controls, including but not limited to: full range of PPE in appropriate sizes at accessible locations, accounting for hypoallergenic materials as needed, closable, puncture-resistant leak proof containers readily accessible for sharps; readily accessible handwashing facilities, housekeeping, de-contamination of work sites and laundering requirements; and treatment of staff, to include CMG staff, in the event of exposure incidents.
C. For any CMG Professional who consents & requests to receive the Hepatitis B vaccination series, CMG will arrange and provide payment for such services which will include the appropriate doses and require the administration of the vaccine.
D. Client agrees to promptly notify CMG in writing upon becoming aware of any reported exposure incident involving any CMG Professional. CMG will make a confidential medical evaluation of the exposure incident, and provide a written report to the CMG Insurance Department describing the exposure incident, treatment provided, medical evaluation and follow-up, which will include documentation of the route and circumstances of the exposure, identification and documentation of the source individual, unless that is infeasible or prohibited by state or local law and test results of the source individual’s blood to determine Hepatitis B or HIV infection. All such reports shall be subject to the Client having first obtained the CMG Professional’s authorization and consent to such evaluation, reports, etc.

11. SAFETY, INJURY/INCIDENT/ILLNESS REPORTING CONCERNS
Client will provide direct supervision of CMG Professional while on premises. Client agrees to contact CMG to report all job performance issues. Upon receipt of notification, CMG will document and track all occurrences related to the care and services provided, and take corrective action as soon as possible. This may include but is not limited to: advising or warning CMG Professional and/or termination of CMG Professional’s assignment. CMG will share all reported occurrences with our Director of Compliance and undergo a Risk Management review and reported to all appropriate regulatory bodies and the Joint Commission as required. All incidents must be immediately reported to CMG via phone and/or email. CMG requests that client share any investigative or review details of any incident reports.

Client will report individual COVID19 positive test results or other reportable required outbreaks of illness or injury of CMG employees along with facility location reports to required authorities as required by regulations or guidelines including but not limited to local department of health, state or federal agencies, OSHA or other agencies. Client will notify CMG of a facility outbreak that is widespread whether it includes or does not include CMG employees. CMG will continue to adhere to all workers’ compensation individual reporting.
12. EMPLOYMENT OR CONTRACTING OF CMG PROFESSIONALS
   A. Client agrees to accept the CMG Professional for the entire Assignment and any extensions thereof, through CMG if the complete profile (either written or verbal) is submitted by CMG to the Client before any other agency submits a profile to the Client for the same professional.
   B. Client may offer direct employment to any CMG Professional, at no additional charge provided the CMG Professional has completed two (2) consecutive thirteen (13) week assignments and is agreeable to such hiring at the completion of the second (13) week assignment.
   C. Unless CMG Professional has accepted permanent employment with Client pursuant to Part B (above), for a period of twelve (12) months after the completion of a CMG Professional’s Assignment, Client will not directly or indirectly engage the services of such CMG Professional, unless it is through a CMG agreement to engage such CMG Professional for services.

13. PERSONALLY IDENTIFIABLE INFORMATION
Client acknowledges that it is not entitled to have access to any personally identifiable information (“PII”) relating to the CMG Professionals, including without limitation, addresses, dates of birth, social security numbers and similar information. Client may, upon demonstrating to CMG, a legitimate business need for such PII, at CMG’s discretion, be provided with access to such PII provided that (i) the CMG professional(s) have authorized in writing the release of such PII to Client and (ii) Client agrees to use, process, and store PII in accordance with applicable federal, state, and local laws, including maintaining appropriate technical, physical, and administrative safeguards in accordance with applicable law.

Client shall not disclose PII to third parties unless: (i) Client has received prior written authorization from CMG and the CMG Professionals; or (ii) such disclosure is required by law, in which case Client shall immediately notify CMG in writing of any subpoena or other court or administrative order or proceeding or other request seeking access to or disclosure of PII. Client shall use its best efforts to limit the nature and scope of such required disclosures and shall disclose only the minimum amount of PII necessary to comply with the law. Client shall ensure that each of Client’s employees and any authorized third party with access to PII complies with the provisions of this Agreement regarding the privacy and security of PII; provided, further, Client shall be responsible for any failure of its employees and any authorized third party to comply with the terms and conditions of this Agreement with regard to PII.

In the event of a security breach or other incident which results in access by an unauthorized party to PII, Client shall provide immediate notice of same to CMG and CMG’s Professionals with details of how the incident occurred, what data was compromised and what steps are being taken to mitigate any damages. In such event, Client shall work with CMG, at Client’s cost and expense, to comply with any and all breach notification requirements. Client shall promptly notify CMG of any inquiries, complaints and claims, actual or threatened, of which Client has knowledge that relate to the use of the PII. Client shall promptly refer any individual or entity requesting access to their PII to CMG and provide access to the requested PII to CMG. CMG shall have the right, upon reasonable notice, to audit Client’s handling of PII and compliance with its obligations relating to PII under this Agreement.

14. ACCESS TO BACKGROUND SCREENING
   A. Client may only use provided background checks and confidential information for the limited purpose of evaluating the candidate for assignment at their facility
   B. Client may only use the data in accordance with all federal and state laws including the FCRA governing the use and privacy of such information
   C. Client must notify CMG in writing if any unauthorized person/entity gains access to candidate background checks
   D. Client will indemnify CMG from all claims resulting from any unauthorized disclosure of the information
   E. Client will indemnify CMG from liability of third party misconduct resulting from improperly conducted checks and improperly conveyed information to include attorney’s fees and costs in defending such claims.

15. COMPLIANCE WITH LAW
   A. Both parties represent and warrant to each other that they are in compliance with all applicable laws.
   B. Client and CMG affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Client and CMG agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, gender identity, sexual orientation, pregnancy status, place of birth, ancestry, crime victim statutes, religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination,
harassment or retaliation by any Assigned Employee, Client and CMG agree to cooperate in the prompt investigation and resolution of such complaint.

C. Client and CMG affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and CMG shall cooperate in compliance with any such requirements.

D. Client and CMG affirm and agree that for the purposes of all statutory and regulatory requirements regarding employee background checks, including but not limited to any “ban the box,” “fair chance,” and any similar or related state and local laws, Client and CMG shall cooperate in compliance with any such requirements.

E. As Client controls the facilities in which Assigned Employees work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Client's worksite, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.

F. Upon reasonable written notice to CMG, Client may inspect CMG's records to verify CMG's compliance with this Agreement.

16. GRIEVANCE POLICY

A. When Client has a complaint or grievance it should be brought to the Client's account representative at CMG as soon as possible, and must be submitted in writing to CMG. All documentation regarding any reported incidents that take place at Client’s facilities must be released to CMG since CMG Professional is the employee of CMG.

B. The immediate supervisor at CMG will review the facts, gather information from the parties and facilities involved and produce a written summary of the event. This will be logged in the incident review log and thoroughly investigated.

C. The management at CMG will then review the incident and supporting documentation and if further review is needed take the necessary steps to make an informed decision concerning the outcome or disposition of the incident in conjunction with the parties responsible at the facility. This may be written or verbal reply to the parties involved. Action will be taken at this time.

17. SUBSTITUTION OF PERSONNEL

Because Client has the opportunity to interview and reject any CMG Professional referred prior to the start of an Assignment as outlined in Section 1 of this Agreement, CMG shall have no liability to Client if following commencement of performance of services hereunder such CMG Professionals are determined by Client not to meet its requirements and Client shall not be relieved of the obligation to make payments to CMG for the services provided by such CMG Professionals up to the time that they are terminated in accordance with Section 18 of this Agreement. However, if the services of any CMG Professional providing services under this Agreement are terminated and Client requests substitute personnel and has paid for the services previously provided, then CMG hereby agrees to make reasonable efforts to locate substitute personnel.

18. NOTICE OF TERMINATION OF SERVICES

A. Client agrees to notify CMG in writing thirty (30) days prior to its termination of any services of the CMG Professional covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in the most recent written confirmation covering such services, provided however that Client may terminate such services immediately upon written notice (including but not limited to proper documentation) to CMG for cause.

B. If CMG plans to terminate any such CMG Professional for cause, it shall give Client immediate notice.

C. If any CMG Professional providing services under this Agreement has terminated its relationship with CMG and whether or not such termination is in violation of such CMG Professional's agreement with CMG, CMG shall notify Client of such termination upon receipt of notice from such CMG Professional.

D. CMG reserves the right to terminate this Agreement upon not less than five (5) days’ notice in writing for breach of contract, including but not limited to the non-payment of any of CMG's invoices.

E. CMG reserves the right to bill Client for any reasonable expenses incurred due to Client's cancellation of any services of the CMG Professional covered by this Agreement, including those services verbally agreed upon for which CMG has forwarded monies on Client's behalf to secure housing, etc.

19. CONFIDENTIALITY

Each party agrees that it will not disclose to any party any information disclosed to it by the other party that has been clearly marked “Confidential,” except as such disclosure is necessary on an individual basis to CMG Professionals whom CMG has located for Client or as may be required by law. For purposes of this Agreement, information that is (i) available to the public or (ii) becomes available to the public through no act or omission of the obtaining party, or (iii) obtained from
a third party that is not known by the obtaining party to be under an obligation of confidentiality with respect thereto, shall not be considered “confidential” and shall not be subject to the confidentiality restrictions contained herein. Client acknowledges that information regarding rates and other remuneration, as between CMG and Health Care personnel and Client and CMG (“Rate Information”), shall be considered “confidential”. Client agrees that it will not directly or indirectly seek from or disclose to any health care personnel or any third party any Rate Information except as may be required by law.

20. EXCISE, SALES, ETC. TAXES ON SERVICES
There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, levied or based on any charges payable under this Agreement or the services rendered hereunder, including without limitation state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by CMG.

21. HOLIDAYS
CMG Professionals receive Holiday Pay (1.5 x regular time) for any hours worked in accordance with the shifts specified under ‘Holidays’ in section 35. Fees.

22. HOURS OF OPERATION
CMG offices operate from 8:00 a.m. – 5:00 p.m. EST from Monday-Friday. CMG representatives and management may be reached in the case of an emergency - to contact CMG outside standard business hours, Client may do so by dialing the standard phone number, 1-800-995-2673, and following the prompt to access our answering service, who has direct contact numbers for representatives from all departments. The Core Medical Group Corporate offices are closed on the following Holidays: New Year’s Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

23. INSURANCE
CMG will procure and maintain in effect during the term of this Agreement appropriate insurance coverage and shall furnish, at the Client’s request, certificate(s) of insurance evidencing professional liability insurance for each Professional employed under this Agreement. CMG will obtain and maintain professional and general liability for all officers, employees, contractors, or agents performing under this Agreement, in the amount of $1,000,000 per occurrence/$3,000,000 aggregate. CMG agrees to maintain professional and general liability insurance for all CMG Professionals performing under this Agreement in the amount of $1,000,000 per occurrence/$3,000,000 aggregate.

24. LIABILITY AND INDEMNIFICATION
Each party shall indemnify, defend and hold harmless (the “Indemnifying Party”) the other party, their respective directors, officers, and employees from and against all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of every kind, including reasonable attorneys’ fees (collectively, “Losses”), suffered or incurred by or asserted or imposed against the party seeking indemnification (the “Indemnified Party”) based on a claim by any third party resulting from, connected with, or arising out of (i) a material breach of the Agreement; or (ii) any negligent act or omission, or willful misconduct of the Indemnifying Party or any agent or employee of the Indemnifying Party occurring at any time during the term of this Agreement; provided, however, that such indemnification, defense and hold harmless shall not apply to the extent any such Losses are the result of (i) a breach of this Agreement by the Indemnified Party; or (ii) negligence, gross negligence, or willful misconduct on the part of the Indemnified Party. For the avoidance of doubt, to the extent the Indemnified Party’s breach of this Agreement, negligence, gross negligence, or willful misconduct contribute to the Losses suffered by the Indemnified Party, the indemnification, defense and hold harmless provisions of this Section 24 shall only apply to that portion of the Losses suffered by the Indemnified Party that are not attributable to such breach of this Agreement, negligence, gross negligence, or willful misconduct on the part of the Indemnified Party. Each party will indemnify, defend, and hold harmless the other from and against all civil money penalties and other fines imposed by, and/or settlement amounts due to a governmental authority in connection with the activities specified in (i) and (ii) of this section.

However, neither party will be liable for any damages caused by any acts or omissions beyond its control or not due to its fault, or for any special or consequential damages, loss of profits, interest, penalties or fines, resulting from the other Party’s negligence, omissions, or actions, except for penalties or fines that are included as part of a governmental penalty, fine, or settlement described in this Section.

Notwithstanding the forgoing, to the extent Losses arising hereunder are related to bodily injury or death caused by a CMG Professional, the indemnity obligations hereunder will be limited to the professional liability insurance policy limits described in Section 23.

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655 South Willow Street, Suite 128 - Manchester, NH 03103 Voice: 800-995-2673 Fax: 866-420-1055
In the event that a third party claim is made or filed against the Indemnified Party, not later than thirty (30) days after its receipt or becoming aware of such claim, the Indemnified Party will provide written notice to the Indemnifying Party of such third party claim in writing, and the Indemnifying Party will have sole control over and will defend, compromise, and/or settle the claim at its expense. The failure to provide written notice within such thirty (30) day period will relieve the Indemnifying Party from liability hereunder, only to the extent that such failure prejudiced the Indemnifying Party from defending or settling the claim. The Indemnifying Party will not be responsible for the expenses, including counsel fees, of the Indemnified Party incurred after the Indemnifying Party assumes the defense of and defends such claim, but the Indemnified Party may participate therein and retain counsel at its own expense. The Indemnifying Party will not consent to the entry of any judgement or enter into any settlement affecting the Indemnified Party, to the extent that such judgement or settlement involves more than the payment of money, without the prior written consent of the Indemnified Party, not to be unreasonably withheld.

This provision shall survive the expiration or termination of this Agreement.

25. TERMINATION OF THIS AGREEMENT

Unless otherwise specified herein, this Agreement will continue in effect until terminated by Client or CMG at any time upon the terminating party giving at least thirty (30) days’ written notice to the non-terminating party. Such termination of this Agreement shall not affect any CMG Professionals providing services under it unless such CMG Professionals are terminated in accordance with the terms of Section 18 of this agreement.

26. ASSIGNMENT

Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by Client to third parties other than their respective affiliates, or to a successor in interest through merger, consolidation or sale of assets, without the prior written consent of CMG, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

27. SUBCONTRACT

CMG at its sole discretion, may subcontract to one or more persons or entities (“Subcontractor”) for the performance of CMG services covered by this Agreement, provided that (i) the subcontract shall not relieve CMG of its obligation and liability under this Agreement and (ii) all persons engaged in performing the services covered by this Agreement shall be deemed employees of CMG for the purposes of this Agreement.

28. NOTICES

Any requirement to “notify”, or for “notice” or “notification”, in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Electronic Mail, Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

<table>
<thead>
<tr>
<th>Contact for Client</th>
<th>Contact for CMG:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Aram Hampoian, President/CEO</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:aram.hampoian@coremedicalgroup.com">aram.hampoian@coremedicalgroup.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>655 South Willow Street, Suite 128</td>
</tr>
<tr>
<td></td>
<td>Manchester, NH 03103</td>
</tr>
</tbody>
</table>

29. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

30. COMPLETE AGREEMENT, AMENDMENT, AND WAIVER

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein and supersedes all prior agreements, arrangements and understandings related thereto. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not
be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

Failure of any party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such compliance in the future, or upon compliance with other terms hereof.

31. LAW AND DISPUTES
This Agreement shall be governed by the laws of the State of New Hampshire. Any proceeding arising between the parties in any manner pertaining to this Agreement shall be held exclusively in the federal or state courts located in Hillsborough County, New Hampshire. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen (except for claims for non-payment for services, which may be brought within two (2) years after the last date of services for which payment is sought). Except as stated below in this section, any controversy or claim, whether such claim arises in contract, tort, or otherwise, including, but not limited to, claims for employment discrimination (whether under Title VII of the Civil Rights Act of 1964, as amended from time to time, the Age Discrimination in Employment Act, or state and local laws), arising out of or relating to this Agreement, or the breach thereof, or the commercial or economic relationship of the parties hereto, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted by three independent and impartial arbitrators, of whom each party shall appoint one. The two arbitrators appointed by the parties shall choose a third arbitrator. All arbitrators shall be licensed practicing attorneys, shall have no conflicts of interest with either party, and shall be knowledgeable in the subject matter of the dispute. Any award resulting from arbitration authorized by this Agreement shall be binding and conclusive upon all parties and judgment on the award rendered by the Arbitrators may be entered by any court having jurisdiction. Each party shall pay its own attorneys’ fees, the costs of its arbitrator and ½ of the other arbitration costs and fees subject to final apportionment of damages, costs and fees by the arbitrators. Notwithstanding the obligation to purge other claims through arbitration, a party may file with a court of competent jurisdiction claims for injunctive relief to prevent or limit the disclosure of confidential information protected under this Agreement and claims for injunctive relief to prevent the hiring or similar retention of health care personnel by the Client other than through CMG in cases where CMG has not consented to such hiring or retention. Any lawsuits or agreed arbitration (or award enforcement proceedings) pertaining to this Agreement or the services provided hereunder shall be brought in the federal or state courts in the State of New Hampshire.

32. MEDICARE ACCESS CLAUSE
In accordance with Section 420.302(b) of Medicare regulations, for services that total $10,000 or more over a 12-month period, Client and CMG will make available to the Comptroller General of the United States, HHS, and their duly authorized representatives access to this contract, any books, documents, and records until the expiration of four years after the services are furnished under this contract. Client and CMG will allow similar access by HHS, the Comptroller General, and their duly authorized representatives to contracts subject to section 1861(v)(2)(H)(ii) of the Act between a subcontractor and organizations related to the subcontractor and to the books, documents and records.

33. CONFLICT OF INTEREST
CMG represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the services under our Master Services Agreement. CMG further represents that it shall not engage any person having or potentially having such conflict of interest to perform services.

[Remainder of the page intentionally left blank]
34. STANDARD CREDENTIALING REQUIREMENTS FOR HEALTHCARE TRAVELERS
The below represents CoreMedical Group’s standard credentialing requirements. All offers are contingent upon successful completion credentialing process. **No changes or additions indicates acceptance of our standard requirements.**

☐ AFFIDAVIT OF COMPLIANCE ACCEPTED

*If checked, facility will accept an affidavit confirming that all credentialing requirements have been successfully met and are on file with CMG. Actual credentialing documents will not be sent in an effort to limit the exposure of our employee’s personal information.*

- **Drug screen** – negative 10 panel drug screen within past 12 months. Substances include Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- **Background check** - within past 12 months. Screening includes: criminal checks in all counties where the Professional has lived for the past 7 years and all aliases used in the past 7 years, SSN verification, address history trace, OFAC, OIG, SAM, National Sex Offender Registry, National Criminal Check. **Any non-convictions will be presented for review and approval.**
- **MVR Check** – Home Health, Hospice or driving on the job only - within the past 12 months. 3-year history is checked. Professionals with any DUIs in the past 3 years or more than 2 tickets, violations or accidents (in combination) are not eligible for placement by CMG to drive on the job. Professionals will also be required to submit proof of current auto insurance.
- **Physical** - required within the past 12 months to state they are fit to work with no restrictions.
- **TB** – proof of one negative TB test (skin, QFG or Tspot blood tests) required within the past 12 months. In cases where the Professional tests positive for TB, a chest x ray is required dated within 5 years along with an annual TB questionnaire.
- **BLS** – current, valid, BLS certification for healthcare providers is required. Online only courses will be accepted by CoreMedical Group at the discretion of the client. **Please acknowledge the following:**
  - Our facility accepts online BLS courses: YES: [ ] NO: [ ]
  - Course is required to be an AHA course: YES: [ ] NO: [ ]
- **Competency Exam:** Professionals are required to pass a competency exam within their specialty. Scores are based on the Modified Angoff Score system utilized by Prophecy Testing.
- **Hepatitis B** – proof of series, titer or waiver
- **HIPAA** – upon initial hire, acknowledgement form of confidentiality of patient health care information
- **Licensure** – current license verification in state of assignment (or valid compact state for nursing)
- **Standard Documents** – resume, 2 references within 2 years, skills checklist, and valid I9 employment authorization.

**Expired Documentation:** CMG Professionals will NOT be allowed to work with an expired Drug screen, TB, BLS or Auto Insurance (if applicable). Clients will be notified in the event of a non-responsive CMG Professional prior to the expiration date of these items.

**NOTE ANY ADDITIONAL VACCINES, TITERS OR MEDICAL SERVICES BELOW:**
35. FEES - Hourly Bill Rates:

<table>
<thead>
<tr>
<th></th>
<th>NURSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>General RN’s</td>
<td>Med/Surg, Ortho, Rehab, LTC, SNF</td>
</tr>
<tr>
<td>Specialty RN’s Level I</td>
<td>Tele/Stepdown, Oncology, Psych, ER, OR, Peds, Mother/Baby, Post Partum, ICU, CCU, PACU, Home Health</td>
</tr>
<tr>
<td>Specialty RN’s Level II</td>
<td>CVICU, CVOR, NICU, PICU, Dialysis, Cath Lab, LDRP, Burn Units, Open Heart, BMT</td>
</tr>
<tr>
<td>Surgical Technicians</td>
<td>All Levels</td>
</tr>
<tr>
<td>LPN’s</td>
<td>All Levels</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>ALLIED HEALTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT/PT/SLP</td>
<td>All Levels</td>
</tr>
<tr>
<td>PTA/COTA</td>
<td>All Levels</td>
</tr>
<tr>
<td>Respiratory Therapy</td>
<td>All Levels</td>
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<table>
<thead>
<tr>
<th></th>
<th>ADVANCED PRACTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician Assistant</td>
<td>All Levels</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>All Levels</td>
</tr>
</tbody>
</table>

A. **On Call / In charge:** CMG Professionals placed In Charge (if applicable) will be invoiced an additional $4.00 per hour. CMG Professionals placed On Call (if applicable) will be invoiced at $7.00 per hour. Call back hours will be invoiced at 1.5 times the regular hourly bill rate.

B. **Rate Inclusions:** Hourly Wages, Professional Liability Insurance, Workers Compensation, Payroll Taxes, Housing, Transportation and Administrative Fee. The above rates do not vary by day or shift. Fees may be subject to change for any particular assignment due to housing costs, direct labor rates, bonuses or competitiveness within the market. Agreed upon rate for each healthcare professional will be listed on the Client Travel Assignment Confirmation and will supersede any rates listed herein.

C. **Overtime Policy:** Overtime rates will be invoiced for any hours worked in excess of 40 hours per week. Overtime hours will be invoiced at 1.5 times the regular hourly bill rate. If any applicable law requires daily overtime (an overtime multiple such as 1.5 or 2 times the confirmed rate per hour), the same multiple will be applied to the hourly bill rate for applicable hours.

D. **Holidays:** Applies to hours worked during the following: New Year’s Day, Christmas Day, Thanksgiving Day, Memorial Day, July 4th, Labor Day. *7pm the eve of the holiday to 11:59pm the night of the holiday.

E. **Mileage:** Unless otherwise specified in the Assignment Confirmation, mileage for CMG Professionals to travel between facilities or to home visits will be invoiced at the current federal reimbursement rate.

F. **Minimum Guarantee of Hours:** Client agrees to guarantee each CMG Professional the minimum total assignment hours of "36/40 hours as specified in assignment confirmation letter. Called-Off hours will be made up within seven (7) days or billed at the regular rate. * Subject to Change

G. **Annual Rate Adjustments:** Rates will automatically increase by 3% annually for the duration of the contract. This will allow CMG to cover the rising costs of quality housing, health and liability insurance and allow us to provide competitive pay for the marked based on experience.
The CMG Client Agreement for Healthcare Professional Services constitutes the entire agreement between the undersigned parties. The undersigned represents that they are authorized to enter into an agreement on behalf of the respective organizations.

For and on behalf of:  

<table>
<thead>
<tr>
<th>CMG CIT Acquisition, LLC, d/b/a CoreMedical Group</th>
<th>Client Name: Chemung County Nursing Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 655 South Willow Street, Suite 128</td>
<td>Address: 103 Washington St</td>
</tr>
<tr>
<td>By: Aram Hampoian</td>
<td>Elmira, NY</td>
</tr>
<tr>
<td>Title: President/CEO</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of:

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<tbody>
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<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

PLEASE ELECTRONICALLY SIGN, OR FAX ALL PAGES OF CONTRACT TO 888-979-6551
Resolution authorizing Memorandum of Understanding with Western New York Independent Living, Inc. and AIM Independent Living Center on behalf of the Chemung County Departments of Aging and Long Term Care and Social Services (2022 Aging & Long Term Care & DSS-NY Connects)

Resolution #:
Slip Type: OTHER
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):

On behalf of the Chemung County Dept. of Aging and Long Term Care and the Chemung County Dept. of Social Services, Western New York Independent Living Inc. and AIM Independent Living Center, please consider this correspondence as our request to enter into a Memorandum of Understanding for the period of January 1, 2022 to December 31, 2022. The Parties are entering into this Memorandum in order to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (I-GU) of mental hygiene and the regional office(s) of the NYS Office for People with Developmental Disabilities (OPWDD). The Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD).

**CREATION:**

Date/Time: 8/4/2022 10:04:56 AM
Department: County Executive

**APPROVALS:**

Date/Time: 8/4/2022 10:07 AM
Approval: Approved
Department: County Executive

Date/Time: 8/9/2022 9:21 AM
Approval: Approved
Department: Budget and Research

Date/Time: 8/15/2022 1:30 PM
Approval: Approved
Department: Legislature Chairman

**ATTACHMENTS:**

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<th>Name</th>
<th>Description</th>
<th>Type:</th>
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<td>MOU Route Slip</td>
<td>Cover Memo</td>
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<tr>
<td>NY Connects - 2022 HCC AAA LDSS MOU.docx</td>
<td>NY Connects</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
TO: Christopher J. Moss, County Executive / Steve Hoover, Budget Director / County Legislature

CC: Brian Hart, Commissioner of Human Services / Christine O'Herron, Deputy Commissioner

FROM: Beth Stranges, Director of Department of Aging and Long Term Care

DATE: March 23, 2022

RE: 2022 Department of Aging and Long Term Care and Department of Social Services – NY Connects Memorandum of Understanding

On behalf of the Chemung County Department of Aging and Long Term Care and the Chemung County Department of Social Services, Western New York Independent Living Inc. and AIM Independent Living Center please consider this correspondence as our request to enter into a Memorandum of Understanding for the period of January 1, 2022 to December 31, 2022.

The Parties are entering into this Memorandum in order to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (I-GU) of mental hygiene and the regional office(s) of the New York State Office for People with Developmental Disabilities (OPWDD). The Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD).

There are no funds associated with this Memorandum of Understanding. If you have any questions, please contact Beth Stranges at 737-5536. Thank you.
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this __ day of _________ 2022 by the COUNTY OF CHEMUNG, NY, a municipal corporation with its principal office at 203 Lake Street, Elmira, New York 14902, its divisions/departments, Department of Aging and Long Term Care, and Department of Social Services; and between

Corning Council for Assistance and Information for the Disabled, Inc., a/k/a., AIM Independent Living Center ("AIM") a not-for-profit corporation with its principal office at 271 E. 1st St, Corning, NY 14830; and

Western New York Independent Living, Inc., a not-for-profit corporation with its principal office at 3108 Main St, Buffalo, NY 14214

These entities will be referred to throughout this Memorandum as "the Parties" or "Parties."

WHEREAS, the parties desires to establish the interconnections required of NY Connects at the local level by and among the Parties and their respective contractors and subcontractors. The Parties will act as NY Connects in accordance with the NY Connects State Program Standards. The Parties will also work in collaboration with the local governmental unit (L-GU) of mental hygiene and the regional office(s) of the New York State Office for People with Developmental Disabilities (OPWDD); and

WHEREAS, the Parties agree to fulfill all of the functions of NY Connects and its role as the No Wrong Door (NWD);

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. PURPOSE

The NY Connects Expansion and Enhancement Implementation requires the development of a Statewide NWD system to enable consumers to access all long term services and supports through an agency, organization, or coordinated network in accordance with such standards as the State shall establish and that shall provide information regarding the availability of such services, how to apply for such services, linkages to services and supports otherwise available in the community, and assisting with the coordination of assessment processes for financial and functional eligibility as needed. NY Connects has been expanded and enhanced as a result of the BIP (Balance Incentive Program) structural reform to be the NWD system in New York State.
Wherefore, the Chemung County Department of Aging and Long Term Care, will be the Area Agency on Aging and be designated Local Administrative Agency; the Western New York Independent Living Inc, will be the Regional Independent Living Center; the Chemung County Department of Social Services, will be the Local Department of Social Services; and AIM Independent Living Center, will be a Subcontracted agency.

To achieve the NY Connects NWD system reforms and be consistent with the NY Connects State Program Standards the Parties will maintain:

- On-site presence at each local NY Connects as needed;
- Off-site visits;
- Seamless coordinated transfers;
- Linkages to more intensive services.

2. AGREEMENT

The Parties agree to delineate their shared responsibilities and to set forth their respective roles and responsibilities to deliver the core functions of NY Connects with a singular identity and voice.

In an effort to promote continuity of service and reduce duplication of service delivery, the Parties will continue to maintain and utilize separate NY Connects workflow paths within the Statewide Client Data System to collect and record information but agree to allow reciprocal access to NYCONNECTS users to view Encounter and Program History within client profiles when a client exists in both jurisdictions of Chemung County, specifically the Department of Aging and Long term Care and AIM Independent Living Center.

The Parties agree to the following in partnership to deliver NY Connects functions:

A. Administration of NY Connects

   • NWD Implementation Team

<table>
<thead>
<tr>
<th>Partner</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemung County Department of Aging and Long Term Care</td>
<td>Facilitate meetings; take and circulate minutes; develop agendas with input from partners; track progress of workplan, provide agency-specific expertise to the project.</td>
</tr>
</tbody>
</table>
AIM Independent Living Center (AIM)
Act as member of the team; i.e. work in tandem with the AAA NY connects staff to meet the needs of consumers being served; attend meetings; review materials in advance; assist with facilitation and minute taking; coordinate on state reports; lead NY Connects initiative for II-Cs in catchment area in concert with state and local project, provide agency-specific expertise to the project.

Chemung County Department of Social Services
Act as member of the team; attend meetings; review materials in advance; review minutes; suggest agenda items; provide agency specific expertise to the project.

### Policies and Procedures

<table>
<thead>
<tr>
<th>Partner</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemung County Department of Aging and Long Term Care</td>
<td>Lead the process of jointly developed Policies and Procedures between the participating parties and review annually for modification as necessary; ensure policies reflect processes including but not limited to the call flow, cross program communication, referral protocols, confidentiality, data sharing and meetings; schedule and implement staff training to ensure implementation and continuity.</td>
</tr>
<tr>
<td>AIM Independent Living Center (AIM)</td>
<td>Work with AAA to develop Policies and Procedures and assist in modifying as necessary; schedule and implement staff training to ensure implementation and continuity.</td>
</tr>
</tbody>
</table>

### Long Term Care Council

<table>
<thead>
<tr>
<th>Partner</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemung County Department of Aging and Long Term Care</td>
<td>Facilitate meetings; create agenda in collaboration with the ILC lead staff, ensure distribution of minutes; ensure compliance with objectives of NY Connects/ LTCC. Extend invitation to new members, follow-up with team members who consistently miss meetings and encourage involvement or facilitate their replacement on the LTCC.</td>
</tr>
<tr>
<td>AIM Independent Living Center (AIM)</td>
<td>Attend and participate in meetings; assist with creation of agenda; assist with minutes; assist with objectives of NY Connects/ LTCC. Extend invitation to new members, follow-up with team members who consistently miss meetings and encourage involvement or facilitate their replacement on the LTCC.</td>
</tr>
<tr>
<td>Chemung County Department of Social Services</td>
<td>Attend and participate in meetings; assist with objectives of NY Connects/ LTCC</td>
</tr>
</tbody>
</table>

### Resource Directory

<table>
<thead>
<tr>
<th>Partner</th>
<th>Role</th>
</tr>
</thead>
</table>
Chemung County Department of Aging and Long Term Care

Work collaboratively with ILC to maintain the Resource Directory; the AAA will have sole authority for final approval of edits/additions/deletions in the Resource Directory; staff members will be identified to assist with developing the resources based on their expertise in their specialty.

AIM Independent Living Center (AIM)

Work collaboratively with the AAA to maintain the Resource Directory; staff members will be identified to assist with developing the resources based on their expertise in their specialty.

B. Collaboration and Coordination
Chemung County Department of Aging and Long Term Care will work collaboratively with AIM Independent Living Center, and with the support of NY Connects partners, to perform all NY Connects core functions. All partners will participate on the NWD Implementation Team and the Long Term Care Council. AIM ILC will provide on-site support to the Chemung County Department of Aging and Long Term Care, as needed, to allow for programmatic and case specific coordination, collaboration and referrals.

Any disputes regarding the regional implementation of NY Connects will be discussed and resolved by the Regional NY Connects Administration and/or Coordinators. Administrative conflicts will be resolved by respective agency administration. If necessary on programmatic issues, consultation with appropriate state agencies directing the project will be employed.

C. Public Education
Chemung County Department of Aging and Long Term Care and AIM Independent Living Center will work together with NWD partners to accomplish the public education function. NY Connects partners will maintain a master calendar of outreach/public education efforts to prevent duplication and maximize effectiveness. Only approved materials will be utilized. Designated staff of all partners will distribute the brochures during the course of their work and approved posters will be displayed at all partner locations and distributed in a coordinated fashion across the County.

3. CONFIDENTIALITY
The exchange of Protected Health Information (PHI) or Personally Identifiable Information (PII) contained within NY Connects requires necessary confidentiality and data security policies, along with information sharing agreements in place consistent with the NY Connects State Program Standards and relevant program issuances that govern personally identifying information, personal health information, and data sharing. All Parties will need to have these policies and procedures in place to participate with NY Connects. The NWD Implementation Team will monitor the agency interface activities, including adherence to protocols related to
consents and confidentiality. Partners will work with Administration and legal advisors to ensure compliance with local, state and federal laws concerning disclosure of protected information.

4. **EFFECTIVE DATE**
This Memorandum will take effect on the date signed by all of the Parties or the date any other required approvals have been obtained, whichever is later, and shall continue thereafter until terminated as set forth in Section 6.

5. **AMENDMENTS**
This Memorandum may be modified or amended by written agreement among the Parties hereto.

6. **TERMS and TERMINATION**
The Parties agree to the following:

1. The undersigned parties shall review the terms of this agreement annually.
2. This Memorandum may be terminated at any time by mutual agreement of the Parties with sixty days written notice subject to the written approval of the New York State Office for the Aging (NYSOFA).

Signature Page

AGREED TO BY:
BY: ___________________________ Date: ______________
Beth S Stranges
Title: Director of the Department of Aging and Long Term Care
Organization: Chemung County Department of Aging and Long Term Care

BY: ___________________________ Date: ______________
Brian Hart
Title: Commissioner of Human Services and Mental Hygiene
Organization: Chemung County Department of Social Services and Mental Hygiene

BY: ___________________________ Date: ______________
Christopher Moss
Title: Chemung County Executive
Organization: Chemung County
Douglas J. Usiak
Title: Director of Western New York Independent Living, Inc.
Organization: Western New York Independent Living
By: ________________________________ Date: _______________

René Snyder
Title: Executive Director of Corning Council for Assistance and Information for the Disabled, Inc.
Organization: AIM Independent Living Center
Resolution authorizing agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility

Resolution #:  
Slip Type: CONTRACT  
SEQRA status: State Mandated False

Explain action needed or Position requested (justification):

Requesting a resolution authorizing an agreement with Ascendo Healthcare Staffing on behalf of the Chemung County Nursing Facility.

The Nursing Facility is requesting approval to enter into agreements with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis, but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations.

Previous contract staffing resolution 22-348

<table>
<thead>
<tr>
<th>Vendor/Provider</th>
<th>Ascendo Healthcare Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term</td>
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</tr>
<tr>
<td>Total Amount</td>
<td>varies</td>
</tr>
<tr>
<td>Prior Amount</td>
<td>varies</td>
</tr>
<tr>
<td>Local Share</td>
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<tr>
<td>State Share</td>
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<tr>
<td>Federal Share</td>
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<tr>
<td>Project</td>
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<tr>
<td>Funds are in</td>
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<td>Budgeted?</td>
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<td>Account #</td>
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**CREATION:**
Date/Time: 8/4/2022 11:01:27 AM  
Department: County Executive
## APPROVALS:

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<td>8/9/2022 9:11 AM</td>
<td>Approved</td>
<td>Budget and Research</td>
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<td>8/15/2022 1:08 PM</td>
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<td>Legislature Chairman</td>
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## ATTACHMENTS:

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<td>Healthcare Staffing Agreement</td>
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ASCENDO HEALTHCARE STAFFING
CONTINGENT STAFFING AGREEMENT

This Contingent Staffing Agreement (the “Agreement”) is entered into by and between Ascend Healthcare Staffing (“Agency”), a Florida limited liability company, and ___________________________ herein referred to as “Client,” each individually a “Party” and collectively the “Parties,” pursuant to which Agency agrees to provide healthcare staffing support services by personnel furnished by Agency (“Ascendo Consultant(s)”), to meet certain criteria as established by the Client under the terms and conditions of this Agreement.

WHEREAS Agency confirms to have expertise in fulfilling Client’s healthcare staff demand, including appropriately identifying and providing qualified healthcare professional candidates.

WHEREAS Client identifies itself as a healthcare service-providing entity that utilizes and employs healthcare professionals, trained in a specific specialty identified by the Client.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties mutually acknowledge and agree to the following terms and conditions:

I. TERMS OF AGREEMENT

a. Both Parties acknowledge and confirm that this Agreement becomes effective as of the date of full execution by the Parties.

b. This Agreement shall be in effect until terminated by either Party by providing the other Party with thirty (30) business days’ prior written notice via email or regular mail, with notice by mail to Agency with “signature confirmation” to be directed to 12802 Science Dr., Suite 202, Orlando, FL 32826, C/O Healthcare Services Managing Director. The Client will pay Agency for all work performed under all outstanding assignments up to and including the effective date of termination. Client may immediately terminate any Ascendo Consultant(s) for the following behavior: (a) insubordination or failure to follow instructions; (b) unexcused failure to report to work; (c) subpar work performance; or (d) bad acts, including, but not limited to, theft or violence, or the attempt or threat of same; the Client will pay Agency for all work performed by terminated Ascendo Consultant(s) up to and including the effective date of any such termination.

c. If Ascendo Consultant(s) leaves the employment of Agency for any reason or becomes unable to perform the consulting services assigned to the Ascendo Consultant(s) for any reason, Agency shall use reasonable efforts to replace the Ascendo Consultant(s) with another of similar qualifications unless Client provides a written request to terminate the assignment. In the event Agency is unable to find a replacement, the Client’s sole recourse shall be to terminate the assignment.

II. SERVICES PROVIDED

a. Agency shall provide the services of the Consultant(s) to the Client. Services provided include but are not limited to clinical and non-clinical roles.
b. Neither Party shall represent itself to be the agent, employee, partner, or joint venture of the other Party and may not obligate the other Party or otherwise cause the other Party to be liable under any contract or otherwise. Agency shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker’s compensation, unemployment insurance, and other legal requirements.

III. CONVERSION FEE

a. The Client warrants that it is seeking temporary contract services only and that any Work Order executed pursuant to this Agreement shall not be executed with the intent to fill a full-time employment position.

b. Both Parties acknowledge that each has a substantial investment in their respective employees and Consultant(s).

c. During the period within which an Ascendo Consultant is assigned to Client and for twelve (12) months following the termination of such Ascendo Consultant’s assignment with Client, Client shall not solicit for employment, retain the services of, employ or contract with any Ascendo Consultant, whether directly or indirectly (such as through another company or agency or internal job posting). Should Client violate this provision, then Client acknowledges that Agency shall suffer damages which are not readily or easily quantifiable. If such a violation, then Client shall pay liquidated damages of a conversion fee to Agency in an amount equal to twenty (20%) of the Ascendo Consultant’s expected annual base earnings with Client. If Client converts Ascendo Consultant to a permanent employee after 1040 hours there will be no conversion fee.

IV. PAYMENTS

a. Client agrees to pay for time and expenses incurred during orientation and during Client system downtime that delays normal work processes. Client agrees to bring to Agency’s attention any errors or omissions relating to the time or expenses recorded on the invoice within seven (7) business days of receipt of the invoice. Any issues regarding an invoice not raised by Client within seven (7) business days of receipt by Client are deemed waived, excepting the extent resulting from fraud. Client’s approval of Ascendo Consultant(s) billable hours and expenses will be evidenced by Client payment of the Agency invoice. Upon payment to Agency, the invoiced time will be deemed worked as recorded, performed in a satisfactory manner, and the invoiced expenses deemed legitimate and accurate. Nothing herein shall eliminate Client’s obligation to pay Agency for any services provided by the Ascendo Consultant(s) under this Agreement. Client shall follow all applicable local, state, and federal workplace safety standards with regard to the worksite(s) where Ascendo Consultant(s) services are performed.

i. Agency shall bill and hold Client in accordance with the terms set forth on the Statement of Work page incorporated herein by reference and made a part hereof.

ii. Bill rates included in this Agreement and/or any Statement of Work issued hereunder is exclusive of any applicable state sales taxes or the equivalent thereof. Client shall be solely responsible for payment of such state sales taxes and shall either remit payment for same to Agency as
invoiced or provide Agency a current resale exemption certificate, direct pay permit or other documentation exempting Client from payment of such sales taxes. In the event Client fails to either remit payment for such sales taxes, as invoiced, or provide a valid exemption certificate, direct pay permit or other documentation exempting Client from payment of such state sales taxes, Client shall indemnify, hold harmless and defend Agency, its officers, agents, employees and Ascendo Consultant(s) from and against any and all claims, liabilities or losses arising from or related to such failure by Client.

iii. The rates set forth may change during the term of this Agreement by written mutual agreement.

a. Client warrants that it is able and willing to pay for the services of Ascendo Consultant(s) providing services under this Agreement.

b. Agency shall submit invoices detailing charges to the Client. These invoices will list the name of each Ascendo Consultant(s) assigned to the Client and all charges and expenses applicable to each Ascendo Consultant(s). The Client shall pay to Agency the total amount set forth on each invoice within 30 days of the invoice date (the “Due Date”).

V. CREDENTIALING

a. Agency shall, at the request of Client, initiate and coordinate Client-required screening of Ascendo Consultant(s) selected and scheduled for assignment. The screening may include, without limitation, drug screen and background check, license verification, and sanction checks. Screenings are conducted by Agency-approved vendors.

VI. HIPAA AND CONFIDENTIALITY

a. Agency will instruct its Consultant(s) to keep confidential all confidential Client information so designated by Client.

b. Client will keep confidential all Agency confidential information as so designated by Agency to the extent Agency receives Protected Health Information (as defined by 45 CFR 1600.103, or applicable successor provision, the following requirements shall apply:

i. Agency shall not use or disclose any PHI other than to perform its normal duties under this contract (including proper management and administration) or as required by law.

ii. Agency shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this contract and shall report to the Client any use or disclosure of PHI not provided for by this contract of which Agency becomes aware.

iii. Agency shall ensure that any agent or subcontractor, to whom Agency provides PHI on behalf of the Client, agrees to the same restrictions and conditions that apply to Agency with respect to such information.
iv. Upon termination of this contract, Agency shall use its best efforts to return or destroy all PHI relating to the Client, or if such return is not feasible Agency shall extend the protections of this contract to such information and limit further use and disclosure to those purposes that make return or destruction infeasible.

vii. Notwithstanding any other provision in this contract, Client may terminate this contract immediately if Client has determined that Agency has violated a material term of the contract.

VII. INTELLECTUAL PROPERTY

a. The products of this Agreement shall be the sole and exclusive property of the Client free from any claim or retention of rights thereto on the part of Agency, its employees, or Ascendo Consultant(s). The Parties agree that such products shall be works made for hire within the meaning of the U.S. Copyright Act and for all such products the Client shall have the right to obtain and to hold in its own name patents or copyrights or such other protection as may be appropriate to the subject matter and extension and any extension or renewal thereof. Agency agrees to give the Client, and any other person designated by the Client, all assistance reasonably required to perfect its rights pursuant to this paragraph, and Agency agrees not to use, sell, transfer, assign, or plagiarize any product that belongs solely and exclusively to Client.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Agency agrees to indemnify and hold harmless Client, its officers, agents and employees from and against any and all liability to third parties for bodily injury, death, or physical.

b. damage to tangible property to the extent proximately caused by the negligent errors acts, or omissions of Ascendo Consultant(s), as judicially determined by a court of competent jurisdiction.

c. Client agrees to indemnify and hold harmless Agency, its officers, agents, employees, and Consultant(s) from and against any and all liability to third parties for bodily injury, death, or physical damage to tangible property to the extent proximately caused by the negligent errors, acts, or omissions of Client, as judicially determined by a court of competent jurisdiction.

d. In no event shall Agency, its employees, its Ascendo Consultant(s) or its contractors be liable for any loss of revenue or profits, or any indirect, special, incidental, punitive or consequential damages, even if they knew or should have known of the possibility of such damages.

IX. ASSIGNMENT

a. Neither the Client nor Agency assign, transfer, or subcontract any of its rights, obligations, or duties under this Agreement without the prior written consent of the other Party, with the exception that Agency may assign its rights, obligations, or duties under this Agreement to any of its affiliates or subsidiaries without the consent of the Client.
X. MISCELLANEOUS

a. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings, and communications of the Parties, oral or written, with respect to that subject matter.

b. This Agreement may be amended or modified only by written consent of the Parties.

c. This Agreement shall be construed and enforced in accordance with the laws of the state of Florida, without regard to conflict of law principles. Any action or proceeding relating to, arising out of or regarding this Agreement shall be brought only in a state or federal court located in Broward, Florida, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. The Parties hereby irrevocably waive the right to trial by jury as to any claim or defense relating to, arising out of or regarding this Agreement.

d. In any action or proceeding, including but not limited to appellate proceedings, relating to, arising out of or regarding this Agreement, the prevailing Party shall be entitled to recover its costs and attorney’s fees.

e. Failure of any Party to insist upon strict compliance with any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to subsequently insist upon strict compliance with such term, covenant or condition or a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

XI. SEVERABILITY

a. Should any part, term, or provision of this Agreement be declared or determined to be illegal, invalid, or unenforceable, said illegal, invalid, or unenforceable part, term or provision will be deemed not to be a part of this Agreement, and the validity of the remaining parts, terms or provisions will not be affected thereby. Furthermore, to the extent a court of competent jurisdiction deems any of the restrictions against various activities to be unreasonable or invalid, said court is authorized to and shall enforce the restriction to the maximum extent it deems to be reasonable or valid.

XII. HEADINGS

a. The headings in this Agreement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

XIII. BINDING EFFECTS

a. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, legal representatives, and permitted assigns.
XIV. \textbf{FORCE MAJEURE}

a. Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar caused beyond the control of such Party. If for any of the reasons set forth above either Party shall be unable to perform any obligation when due, such Party shall immediately notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period: provided, however, that if the delay continues for a period of fifteen (15) days or more, either Party may terminate this Agreement by written notice to the other.

XV. \textbf{DULY AUTHORIZED SIGNATURES}

a. Each Party represents and warrants that the person signing this Agreement on its behalf has been and is on the date of signing this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

XVI. \textbf{SURVIVAL}

a. The obligations under Sections III, IV, VI, VIII, IX, XI, XII, XIII, XIV, XVI shall survive the completion of performance, cancellation, or termination of this Agreement.

\begin{tabular}{ll}
\textbf{CLIENT} & \textbf{AGENCY} \\
Print Client Name & Ascendo Healthcare Staffing, LLC \\
Signed by: & Signed by: \\
Signature & Partner \\
Print Name: & Date: \\
Title: & \\
Date: & \\
\end{tabular}
Resolution authorizing agreement with White Glove Placement, Inc. on behalf of the Chemung County Nursing Facility

Resolution #:
Slip Type: CONTRACT
SEQRA status
State Mandated False

Explain action needed or Position requested (justification):
The Nursing Facility if requesting approval to enter into agreement with staffing agencies to supplement staffing levels in order to comply with the NYS legislation for Nursing Home minimum staffing levels. The Nursing Facility has struggled to fill nursing vacancies for CNAs, LPNs and RNs in the past year. The Nursing Facility recruits on an ongoing basis but experiences high turnover. The Nursing Facility only intends to use agency staff in emergent situations where appropriate staffing levels cannot be met by the facility. There is no penalty for not utilizing the services in the contracts, but there will be penalties for not meeting NYS mandated minimum staffing requirements beginning in 2022. The Nursing Facility has contracts with other staffing agencies but they are not always able to provide the needed staff. Contracting with several agencies will show the state that the facility is attempting to comply with regulations. Previous contract staffing resolution 22-348.

Vendor/Provider White Glove Placement, Inc.
Term 1 year Total Amount varies Prior Amount varies
Local Share 10% State Share 40% Federal Share 50%
Project Budgeted? No Funds are in 50-6017-6020-50100.01

CREATION:
Date/Time: 8/5/2022 11:19:37 AM
Department: County Executive

APPROvals:
Date/Time: 8/5/2022 11:21 AM
Approval: Approved
Department: County Executive

Date/Time: 8/9/2022 9:19 AM
Approval: Approved
Department: Budget and Research

Date/Time: 8/15/2022 1:11 PM
Approval: Approved
Department: Legislature Chairman

ATTACHMENTS:
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<th>Description:</th>
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<tr>
<td>WGP_Contract_8.3.2022.docx</td>
<td>WGP Contract</td>
<td>Cover Memo</td>
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</table>
Services Agreement

for

Supplemental Clinical Staffing Services

between

Chemung County Nursing Facility

and

White Glove Placement, Inc.

Dated: August 3, 2022
SERVICES AGREEMENT

SERVICES AGREEMENT for Supplemental Clinical Staffing Services (this “Agreement”), effective as of August 3, 2022 between Chemung County Nursing Facility (the “Facility”) and White Glove Placement, Inc., a New York Corporation with offices at 89 Bartlett Street, Brooklyn, New York 11206 (the “Agency”) (each of the Facility and the Agency, a “Party” and collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Facility wishes to utilize qualified Registered Nurses (the “RNs”), Licensed Practical Nurses (the “LPNs”), Certified Nursing Aides (the “CNAs”), paraprofessionals, technicians and/or other auxiliary staff (collectively, referred to herein as, the “Staff”);

WHEREAS, the Agency represents to the Facility that the Staff are, and shall at all times during the term of this Agreement remain, employees of the Agency; and

WHEREAS, the Agency is a company which employs and makes available temporary services of the Staff to facilities like the Facility.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

SECTION 1. ENGAGEMENT AND TERM.

1.1. Engagement. The Facility hereby engages the services of the Agency as set forth in more detail in Section 3 below. The Agency will provide the Staff for purposes of supplemental clinical staffing needs of the Facility.

1.2. Term. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect for a term of one (1) year, and automatically renew each year thereafter, unless either party provides the other with thirty (30) days advance written notice of termination, which notice may be with or without cause.

SECTION 2. AGENCY FEES AND PAYMENT POLICIES.

2.1 Fees. The Facility shall be responsible to pay the Agency for the provision of Staff services in accordance with the fee schedule set forth on Exhibit A attached hereto.

2.2 Payment Policies. All fees and payments will be subject to the terms and conditions set forth on Exhibit A attached hereto. The Facility shall remit payment to the Agency within sixty (60) days of invoice date.

SECTION 3. DUTIES AND OBLIGATIONS OF THE AGENCY.
3.1 **Staffing.** The Agency shall use reasonable efforts to select and place the Staff who are licensed by the State of New York and possess applicable specialty certifications in the following arrangements:

(a) **Per Diem Staff** – Staff who are neither Traveler Staff nor Local Long Term (as such terms are defined below), will be placed on a day-to-day basis (the “Per Diem Staff”).

(b) **Traveler Staff** – Staff who are available for standard thirteen (13) week contract assignments (or other assignment as defined by the Facility) and whose permanent address is at least fifty (50) miles away from the Facility (the “Traveler Staff”).

(c) **Local Long Term Staff** – Staff who are available for standard thirteen (13) week contract assignments (or other assignment as defined by the Facility) and whose permanent address is less than fifty (50) miles away from the Facility (the “Local Long Term Staff”).

(d) **Permanent Placement of Sponsored RNs** – The Facility may request RNs for long-term placement, for which the Agency will present qualified sponsored foreign nurses. Such nurses typically sign a three (3) year contract with the Agency. After completion of one year of full-time employment, the Facility may request to hire these nurses as direct employees of the Facility for the remainder of the nurses’ employment term or the nurse may continue to work the Facility through the Agency.

3.2 **Screening and Accreditation.** The Agency shall use its best efforts to screen all Staff in accordance with:

(a) The requirements imposed by New York State law and regulation.

(b) The Facility’s requirements with respect to credentials and levels of skill and experience.

(c) The competency requirements for the clinical service area and scope of practice. The Agency shall assess such competency upon hire, and prior to their assignment, both Registered Nurses and Licensed Practical Nurses shall be assessed by means of cognitive testing in their clinical service area of practice and in medication administration.

3.3 **Staff Information.**

(a) A self-assessment skills checklist will be completed by each Agency employee upon hire and forwarded to the Facility upon request.

(b) Prior to the initial assignment of a new hire to the Facility, the Agency shall provide the Facility with the credentials of each such new hire for the Facility’s review and approval.

3.4 **Time Sheets and Billing.**
(a) The Agency shall provide time sheets (each, a “Time Sheet”) to the Facility for all Staff to sign and then submit such Time Sheet to the Facility for the Facility’s signature to verify the accuracy of the hours worked as reflected on the Time Sheet.

(b) The Agency shall bill the Facility on a weekly basis and provide the Facility with detailed schedules of Staff who worked for the Facility during the billing period.

3.5 Insurance. The Agency shall maintain general liability and professional liability insurance on an occurrence basis, each in the amounts of at least One Million ($1,000,000) Dollars per occurrence and Three Million ($3,000,000) Dollars in the annual aggregate. Such insurance will cover the Agency, its directors, officers and employees for acts or omissions arising out of the performance of this contract. In addition, the Agency procures and maintains policies of workers compensation and New York State disability coverage.

3.6 Quality Improvement. The Agency Quality Improvement Program monitors verbal and documented reports obtained from Staff and customers involving unanticipated events which include errors in care or services provided, unanticipated deaths of patients assigned to Staff, and injuries and safety hazards related to care and services provided. As appropriate, the Agency will notify the respective organization and/or Staff member of investigative outcomes and corrective measures taken in accordance with the Agency risk management procedures. In addition, the Agency will maintain a confidential file in accordance with applicable requirements of New York Public Health law for documented reports of unexpected incidents for purposes of QI Program tracking, monitoring, corrective action and prevention.

SECTION 4. EMPLOYMENT STATUS OF STAFF.

4.1 General. It is mutually understood that all professionals and paraprofessionals assigned to the Facility by the Agency are at all times employees of the Agency and are not providing services as independent or subcontracting parties of the Facility. The Agency does not utilize subcontractors to provide services. The Agency’s selection, training, promotion and termination process does not discriminate based on race, creed, color, religion, sex, age, national origin, sexual orientation, handicap and/or disability.

4.2 Compensation and Withholding Obligations. The Agency shall be responsible for compensating Staff and for withholding all amounts required by Federal, State and local tax laws to be withheld from such compensation. In addition, the Agency shall be responsible for paying social security, unemployment insurance, workers compensation and disability insurance for Staff in accordance with applicable laws.

4.3 Hiring of Staff. During the term of this agreement and for a period of six (6) months following termination of assignment of an assigned Agency Staff Member, Facility shall not solicit, either directly or indirectly, to hire for employment or engagement as a contractor any administrative, clerical or field staff (e.g. RN, LPN) from Agency without first obtaining prior
written consent from Agency. For the purposes of this Section, Agency Staff Members are defined as active staff or staff whose profile has been presented to the Facility. In the event the Facility is interested in keeping any Staff member permanently, the Facility shall notify the Agency and the Facility shall be responsible to pay the Agency an amount equal to 15% of each of such Staff member’s annual salary (the “Recruitment Fee”). Notwithstanding the foregoing, Registered Nurses who are originally sponsored from foreign countries and who work at the Facility throughout the first year of their contract with the Agency will, at the Facility’s request, be reassigned to the Facility as an employee of the Facility, with no Recruitment Fee during the second and third years of their employment under such contract.

4.4 Exclusive Placement. Staff assigned to the Facility shall not work at the Facility through any other placement agency.

SECTION 5. DUTIES AND OBLIGATIONS OF THE FACILITY.

5.1 Assignments.

(a) The Facility shall provide the Agency with assignment requirements and schedules of shifts to be covered as determined by the Facility’s needs.

(b) The Facility shall accept and assign Staff in accordance with the Staff’s qualifications, training and skill and the Facility’s requirements. The Facility shall be responsible for assigning and supervising any and all Staff supplied to the Facility by the Agency. The Facility shall be further responsible for determining the appropriateness of the assignment.

5.2 Training and Oversight.

(a) The Facility shall provide orientation to assigned Staff consisting of [__] days classroom in-service and [__] days preceptor shifts. Such training shall encompass unit orientation and facility specific policies and procedures.

(b) The Facility shall monitor and assess onsite clinical competencies in accordance with the Facility’s policies and accreditation standard requirements. The Facility shall provide copies of any performance evaluations and competency checklists completed for Staff to the Agency upon request by the Agency. The Facility shall promptly notify the Agency of any skill or knowledge deficits in need of remedial attention.

5.3 Reassignments. The Facility shall ensure that floating (reassignment) of any Staff is confined to areas of practice consistent with their clinical competence. The Facility shall promptly bring any issues or problems that arise in connection with reassignment to the attention of the Agency’s Staffing Coordinator and Director of Clinical Services respectively.

5.4 Cancellations. The Facility shall notify the Agency of any and all cancellations of work assignments of Per Diem Staff at least two hours before the start of each shift by speaking
with the Agency’s Staffing Coordinator or, if the Staffing Coordinator is not available, by speaking with the respective On-Call Coordinator. If such notice of cancellation is not given within the above stated time, the Facility is responsible to pay half of the shift.

5.5 **Furnishing of Time Sheet.** The Facility shall furnish the Agency with time sheets of all hours worked. All shifts shall be honored and approved for billing and payroll purposes based on actual hours worked. The Facility will be billed for all hours, less lunch break, as reflected on Staff time/punch card or time sheet.

5.6 **Unanticipated Events.** The Facility shall be responsible to promptly notify the Agency of any unanticipated event involving Staff which includes, but is not limited to, errors in care or services provided, sentinel events, incidents related to needle sticks/exposure injuries, occupational and/or safety hazards.

5.7 **Criminal History Record Check.** The processing and submission of “CHRC” (Criminal History Record Check) for non-licensed/para-professional Staff provided to the Facility will be completed by the Facility.

5.8 **Compliance with Law.** Notwithstanding any other provision of this Agreement, the Facility remains responsible for ensuring that any service provided by Staff pursuant to this Agreement complies with all pertinent provisions of Fed, State and local statutes, rules and regulations.

**SECTION 6. CONFIDENTIALITY.**

6.1 **Definition.** For purposes of this Agreement, “Confidential Information” means any information whether disclosed orally or in writing that is designated as confidential or that reasonably should be confidential given the nature of the information and the circumstances of the disclosure (including patient records and health information). However, “Confidential Information” does not include any information that is generally available to and known by the public (other than as a result of its unauthorized disclosure by a Party), available to a Party on a non-confidential basis prior to the disclosure, received by a Party on a non-confidential basis from a third person who is not under an obligation to maintain the confidentiality of the information or any aggregated and blinded data that cannot be identified to a specific party.

6.2 **General Treatment of Confidential Information.**

(a) Both Parties must hold Confidential Information relating to the other Party in strict confidence, and must not disclose any Confidential Information to any person except its affiliates and representatives that have a reasonable need to have access to the Confidential Information in connection with performing its obligations under this Agreement.

(b) Both Parties must advise each of its representatives, including the Staff, of the obligation to keep all Confidential Information strictly confidential.
SECTION 7. MISCELLANEOUS.

7.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, which law shall govern the rights and obligations of the parties, without reference to conflict of law rules, and shall be enforceable in the state and federal courts located in New York.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior representations, agreements and understandings (including any prior course of dealings), both written and oral, between the parties with respect to the subject matter hereof. Captions herein are inserted for convenience, do not constitute a part of this Agreement, and shall not be admissible for the purpose of proving the intent of the parties. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and without regard to which Party drafted the same.

7.3 Amendments and Waivers. This Agreement and any of the provisions hereof may be amended, waived (either generally or in a particular instance and either retroactively or prospectively), modified or supplemented, in whole or in part, only by written agreement signed by the Parties; provided that the observance of any provision of this Agreement may be waived in writing by the Party that will lose the benefit of such provision as a result of such waiver. The waiver by a Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of a Party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7.4 Assignment. Neither Party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations under this Agreement.

7.5 Binding Effect Upon Successors. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of each of the Parties.

7.6 Severability. If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable.

7.7 Notices. Any notice required to be given under this Agreement must be in writing, postage and delivery charges pre-paid, and may be sent by hand delivery, overnight mail service, first-class mail, certified mail or electronic mail with return receipt requested, to the Facility or the
Agency at the address, or electronic mail address set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with this section.

If to the Facility:
Chemung County Nursing Facility
103 Washington Street
Elmira NY 14901

If to the Agency:
White Glove Placement, Inc.
89 Bartlett Street
Brooklyn, New York 11206
Email: lmarkowitz@whiteglovecare.net
Attention: Linda Markowitz

All such notices shall be deemed to have been given when received.

7.8 **Counterparts.** This Agreement may be executed in two or more counterpart original copies, each of which shall be treated as an original, but all of which shall together constitute one and the same instrument.

7.9 **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, neither Party to this Agreement shall be liable to the other for consequential or special damages in connection with the services provided by this Agreement.

7.10 **Rate Adjustment.**

(a) **Circumstantial Cost Increases.** If at any time during the term of this Agreement, Agency is required to increase its employee’s compensation due to increase in minimum wage rates or mandatory benefits requirement, or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, or due to inflation, economic supply/demand or unusual situation impacting services, like natural disasters, pandemic etc., Agency shall submit to Facility written documentation of any such circumstantial cost increases. Facility shall review Agency’s written documentation and, at its sole option, consent to a proportional increase in Agency’s billing rates under this Agreement.

(b) Any adjustment in rate will be effective for newly confirmed Agency Employee(s) and will not be construed as an adjustment of rates already in effect for Agency Employee(s) on contract assignment at the time of a rate update, unless mutually agreed otherwise.

(c) Unless a mutual agreed upon effective date is present, advanced notice of 14 days shall be provided prior to any rate adjustment to go into effect.
7.11 **Force Majeure.** The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, delays in regulatory approvals or other cause beyond the control of the parties, either party is unable to entirely perform its obligations hereunder, such non-performance shall not be considered a breach of this Agreement. The Party claiming excusable delay shall use commercially reasonable efforts to immediately notify the other Party of the force majeure condition and to mitigate the effects of the force majeure condition giving rise to the delay so as to continue performing as required hereunder as expeditiously as reasonably possible.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Signed by:

WHITE GLOVE PLACEMENT, INC.:

Signature___________________________________________________

Print Name__________________________________________________

Title_____________Date___________________________

CHEMUNG COUNTY NURSING FACILITY

Signature___________________________________________________

Print Name__________________________________________________

Title_____________Date____________________
EXHIBIT A

FEE SCHEDULE AND PAYMENT POLICIES

1. The Facility’s payments shall be in accordance with the following hourly rates:

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<tr>
<td>Registered Nurse</td>
<td>$79.00</td>
</tr>
<tr>
<td>Licensed Practical Nurse</td>
<td>$61.50</td>
</tr>
<tr>
<td>Certified Nurse Aide</td>
<td>$38.00</td>
</tr>
</tbody>
</table>

2. Lunch break time of _____ minutes shall be deducted per shift.

3. Orientation time shall be paid by the Facility on the same basis as other time worked. In the event Facility will accept new grad Staff from Agency, Agency will bill Client/Facility the regular hourly rate on the same basis as other time worked for the duration of orientation time.

4. Long term sponsored nurses to be billed at regular per diem hourly rates according to rate schedule.

5. One and one-half times the regular hourly rate will be charged for all hours worked in excess of forty hours by a Staff member in one week. For purposes of this Agreement, one workweek consists of seven consecutive days beginning and ending at 7am on Sunday.

6. The holiday rate is one and one-half times the regular hourly rate and will be charged on all hours worked during a holiday. Holiday shifts begin with 11 PM to 7 AM shift of preceding day and end with 3 PM to 11 PM shift on the actual holiday. The Agency observes the following holidays:
   a. New Years Day
   b. Independence Day
   c. Labor Day
   d. Thanksgiving Day
   e. Christmas Day
   f. Memorial Day
   g. Presidents Day
   h. Martin Luther King Day

7. Payment shall be remitted within 60 days of invoice date.