

STANDARD TERMS AND CONDITIONS OF SERVICE

This document describes the standard terms and conditions for the provision of services by Finger Lakes Staffing Services to its Clients. In the event any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Finger Lakes Staffing Services agreement or rate schedule, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the www.fingerlakeshcs.com public website and can be found by going to "MENU > CLIENT SERVICES"

DEFINITIONS

- A. THP is a temporary Healthcare Professional working as an employee of Finger Lakes Staffing Services on assignment at client.
- B. Per Diem THP is any THP not regarded as a Traveler under this agreement.
- C. Confirmation is the Client's written acceptance of a particular Healthcare Professional to fill a specific Client need.

The Responsibilities of Finger Lakes Staffing Services LLC:

It is Finger Lakes Staffing Services' responsibility to:

1. Provide service coordinator staff on a 24-hour per day, 365-day per year basis to receive and process service requests and changes.
3. Match client service requests with Temporary Healthcare Personnel (THPs) who are properly screened and qualified in accordance with our standard hiring practices.
4. Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel, either via e-mail or fax.
5. Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
6. Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
7. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act ("ACA"); and the Occupational Safety and Health Act of 1970.
8. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time"

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employees (as those terms are defined in code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

9. Maintain a system documenting, tracking and reporting unexpected events, including errors, unanticipated deaths and other events, injuries and safety hazards relating to the care and services provided. (It is client's responsibility to promptly notify Finger Lakes Staffing Services within 24 hours of when an incident occurs. Upon notification, Finger Lakes Staffing Services will then implement incident tracking/resolution processes and communicate with the client as needed.) Client may be required to provide written documentation to Finger Lakes Staffing Services to facilitate the investigation and potential corrective actions of incidents. Depending on severity of the incident; Finger Lakes Staffing Services will also have our Risk Oversight Committee review and make recommendations.

10. Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance on request.

11. Not use subcontractors in the usual course of providing staffing services unless otherwise contacted for and approved in writing.

12. Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.

13. Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

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The Roles/Responsibilities of the Client:

1. Make final determination of the suitability of THP documented competencies and experience as presented by Finger Lakes Staffing Services LLC for the designate assignment.
2. Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Prevention and Fire and Safety, OSHA, COVID 19 and EMR/Charting (if applicable)
3. Manage Finger Lakes Staffing Services LLC THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Finger Lakes Staffing Services LLC by written documentation of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs.
4. Assist Finger Lakes Staffing Services LLC with the periodic evaluation (no less than annually) of THP job performance. Travelers will be evaluated after each assignment.
7. Promptly notify (within 24 hours) Finger Lakes Staffing Services LLC by written documentation of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence or misconduct. In such event the client shall only be obligated to compensate Finger Lakes Staffing Services LLC for actual time worked by the THP.
8. If unable to resolve a problem or complaint at the department level, please refer to our Client Grievance Policy located on our website at fingerlakeshcs.com for instructions on how to submit a grievance to Finger Lakes Staffing Services LLC. Client may submit a grievance in writing to the office by Fax 585-505-5596 or email Tina@fingerlakeshcs.com
9. Provide at least two-hour notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate for Per Diem shifts. Minimum billing once THP has started to work a four (4) hour or greater assignment is 4 hours.
10. Timely and accurately approve THP's time via weekly Timesheet. Once a THP's timesheet has been approved it will be submitted to Finger Lakes Staffing Services electronically and an email confirmation will be sent to the Supervisor if they choose to receive one.

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11. Remit payment for services directly to Finger Lakes Staffing Services LLC upon receipt of invoice, **no later than 7 days**. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Finger Lakes Staffing Services LLC within 7 days. This notification must be made by one of the following means:

By Telephone: 585-735-7262

By Fax: 585-505-5596

By Email: tina@fingerlakeshcs.com

12. Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event fails to remit payment within 30 days from the invoice date.

13. To help offset the additional administrative and compliance costs attributable to the Affordable Care Act, an ACA surcharge will be applied at a minimal cost of \$0.35 per hour for the total hours billed on each invoice as a separate line item for the services we provide at your facility. This minimal cost is to cover the expenses of compliance and avoid any concerns by our clients that they may be liable under co-employment laws. We are committed to being fully compliant with ACA to give our clients peace of mind. We feel the surcharge will make for ease of implementation with the least amount of complication. Our goal is that the surcharge will have minimal impact on your facility.