

Stillwater Public Schools Supplemental Staffing Agreement
School Year 2024-2025

This Supplemental Staffing Agreement ("Agreement") is entered on the 15th day of January 2025 (the Effective Date") by and between independent **School District No. 16 of Payne County, Oklahoma** ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Shelby Healthcare (the "Agency"), collectively referred to as the Parties. The purpose of this Agreement is to ensure the provision of nursing services to those students mutually agreed upon by the Parties each day school is in session.

Term and Termination of Agreement

This Agreement shall commence on the Effective Date and shall automatically terminate on June 30, 2025. Either Party may cancel this Agreement by giving the other Party 14 days written notice. Amendments to this Agreement require the written consent of both Parties.

Description of Services

The Agency shall, upon request of the Facility, supply qualified health care personnel licensed by the State of Oklahoma to the Facility for supplemental staffing. The Agency shall be responsible for the screening of all nursing personnel supplied pursuant to this Agreement and to confirm the qualifications and competence of the personnel assigned. The Agency shall determine the screening process. However, the Agency agrees that all personnel sent to the Facility shall meet no less than the qualifications below. If the primary caregiver is unable to work on any given day that services are required, the Agency agrees to send a qualified replacement.

Agency Personnel Requirements

- TB screening
- Hepatitis screening
- Valid driver's license
- Knowledge of universal precautions to prevent the transmission of bloodborne pathogens from exposure to blood and other potentially infectious materials
- Must satisfactorily pass competency evaluation
- Ability to read and write English
- Present in a professional manner
- Emotional maturity and ability to deal effectively with the demands of the job
- Adhere to the Facility's dress code
- OK Screen (Oklahoma National Background Check Program)
- Copy of current nursing license
- CPR certified

The Agency staff rendering services to the Facility shall read and sign a confidentiality statement prior to reporting to work. The Agency's employees are required to be familiar with and act in compliance with the Facility's policies and procedures.

Liability Insurance

The Agency shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than \$1,000,000 for each occurrence, at its own expense, and will provide written proof of such coverage to the Facility upon request.

Agency-Independent Contractor

The Agency acknowledges and agrees that it is an independent contractor, and all Agency personnel who perform services at the Facility shall be deemed employees of the Agency and not the Facility. Nothing in this Agreement shall be construed to constitute the Agency as an agent or employee of the Facility, nor shall anything contained in this Agreement. The Facility shall have no control or direction over the methods by which the Agency shall perform services and functions under this Agreement. The Agency shall withhold from compensation payable to its personnel, Federal income tax, FICA, and any other amounts required by law to be withheld by employers.

Indemnification

The Agency agrees to indemnify, defend, and hold harmless the Facility from all liability, claims, demands, costs, or judgments arising out of injury and damages caused (a) to the Agency's personnel or (b) by the Agency's employees and negligence and/or intentional acts unless liability is caused by or arises from the negligence or intentional acts or omissions of the Facility's agents, employees, officers or partners.

The Facility agrees to notify the Agency within five working days of any claim made against it based on negligence and/or intentional acts of the Agency's agents, employees, officers, or partners. To the extent permitted by law, the Facility agrees to indemnify and hold harmless the Agency from all claims, suits, demands, costs, or judgments arising out of negligence and/or acts of the Facility's employees, agents, officers or partners.

The Facility, upon request, will supply to the Agency evidence of premise liability coverage. The Agency will furnish evidence of Workers' Compensation insurance for its employees, agents, officers or partners.

Recruitment of Agency and Facility Personnel

Recognizing the special nature of the relationship existing between each Party and that the recruiting and training of personnel by each Party is a costly and time-consuming endeavor, each Party agrees that it will not actively recruit each other's personnel. If such practice occurs, this would constitute a breach of this Agreement, and the Agreement will be terminated immediately. Furthermore, the Party in violation of this Agreement not to recruit personnel, shall pay a \$1,500 fee to the other Party.

Right to Remove Personnel

If at the sole discretion of the Facility, an employee of the Agency is deemed substandard while performing his/her duties, the Facility may direct the employee to leave the Facility's premises.

The Facility shall promptly notify the Agency immediately of such action, and the Facility will be billed for hours worked up to the time of removal.

Ordered Services

If the student that the Agency is caring for is absent for any reason, the Facility may, at its discretion, reassign the employee sent by the Agency for any purpose within the scope of this Agreement or may cancel services for the day or part of the day, the student is absent. There will be no charge by the Agency for days that services are completely canceled.

There is a four (4) hour minimum visit and visit charge for every shift worked.

Compensation

In the event a parent or guardian of the student that the Agency is caring for provides the Facility consent for the billing of Agency's services to private or public insurance available for the student, Agency agrees to directly bill the private or public insurance provider and to accept, as payment in full, that payment authorized by the private or public insurance provider. The Agency agrees not to bill the Facility for services rendered. If the Agency cannot bill a student's private or public insurance, the terms of this agreement must be renegotiated. The Facility will not pay for services until new terms are agreed upon.

Safety

The Facility and Agency agree that student safety is a top priority. Agency agrees that it shall not allow any Agency employee on Facility property, whether as an officer, agent, employee or contractor of Agency, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving (a) illegal chemical substances, or (b) a sexual offense. The Agency hereby certifies that no representative or employee of Agency is currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Offender Registration Act. Agency shall, upon request, submit written proof to the Facility's Department of Special Education and Student Services that its personnel have passed background checks, including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening before entering upon Facility property.

COVID-19

Agency acknowledges Facility's COVID-19 requirements for individuals on Facility's campuses and agrees that Agency's employees: shall not enter any Facility site without checking their temperature to ensure a temperature below 100.4 degrees; have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Agency also agrees to adhere to Facility's mask requirements for individual present on its campuses as well as requirements for physical distancing and disinfection.

Miscellaneous

This Agreement is not assignable, and the obligations of this Agreement may not be subcontracted or otherwise delegated to others.

This Agreement shall be governed by, interpreted, and construed in accordance with the procedural and substantive laws of the State of Oklahoma.

The Parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations and ordinations.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter, hereof, and may be amended only in writing signed by both parties.

In witness hereof, the Parties hereto have executed this Agreement.

Shelby Healthcare (Agency)



Name: Tom Keneda

Title: Client Relations Director

Address: 310 N. Harvey, Suite 315, OKC, OK 73102

Date 12/3/2024

Stillwater Public Schools

President, Board of Education

Address: 314 South Lewis, Stillwater, OK 74074

Date _____