

**NEW YORK CITY’S TERMS AND CONDITIONS FOR FACILITY
PARTICIPATION IN SURGE STAFFING PROGRAM**

Facility Name: _____

Facility Address: _____

Facility Point of Contact: _____ Phone: _____

This will confirm the understanding and agreement (the “Agreement”) between the facility described above (“Facility”) and the City of New York (the “City”) with respect to Facility’s voluntary participation in a program (the “Program”) under which the City’s contractor Aya Healthcare Inc. (hereinafter “Contractor”) will provide medical personnel (hereinafter “Personnel”), at the City’s cost, to assist Facility in addressing the temporary shortage of such personnel due to the COVID-19 emergency. The City has contracted with Huron Consulting Group (the “Program Facilitator”) to assist with administration of the Program.

In exchange for receiving Personnel as part of the Program, the Facility acknowledges and agrees to the following terms and conditions for the Program:

1. **Acceptance of Personnel.** Facility hereby voluntarily accepts the Personnel placed at Facility by Contractor. Facility understands that the Personnel are not employees, representatives or agents of the City and that the City makes no representations about the skills, experience or credentials of the Personnel.
2. **Credentialing and verifications.** Facility understands that the City has not conducted a background check, including verifying any licenses, credentials, degrees of the Personnel or whether the Personnel are in good standing and that Facility is responsible for conducting any such checks or verifications.
3. **Manner of Work.** Facility shall be responsible for training, managing, and supervising Personnel. Facility is responsible for determining the clinical competencies required of Personnel. Notwithstanding the foregoing, the Facility shall not, without the prior written consent of Contractor, permit or request any Personnel to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Personnel's confirmed assignment or work at any work location other than the confirmed location. The Facility shall not, under any circumstances, entrust any Personnel with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without the express prior written permission of Contractor. Facility shall not, under any circumstances, request or permit any Personnel to use any vehicle, regardless of ownership, in connection with the performance of any work or service for the Facility without the written permission of Contractor.

4. **Safety.** Facility must provide Personnel with a safe and healthy work environment and provide safety training, equipment (including personal protective equipment), clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by Facility's own employees or other contractors in the performance of similar work. Facility shall also designate a member of its staff who shall act as a coordinator to train and orient the Personnel to all applicable operational and safety procedures. Facility shall have in place at all times policies and protocols in compliance with all laws related to employee or contractor health, safety and well-being and make such policies available to Personnel as if they were a member of Facility's regular workforce.
5. **Timesheets.** Facility must sign timesheets for Personnel and submit timesheets to Program Facilitator in a timely manner and in no event later than the Tuesday following the end of the preceding workweek.
6. **Insurance.** Facility maintains Commercial General Liability Insurance in the amount of \$ _____ and professional liability insurance in the amount of \$ _____. Facility represents that it will maintain professional liability insurance that will include coverage of the Personnel.
7. **No billing or reimbursement.** The Facility will not submit insurance claims or claims for any reimbursement of any Personnel's services provided to the Facility under this Agreement.
8. **Indemnification.** Facility shall defend, indemnify and hold harmless the City from all Claims for damages, including, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, or property damages arising out of injury to or destruction of property, including loss thereof, which may arise out of or in connection with the use of Personnel at the Facility.
9. **Release.** In consideration of the provision of the Personnel to Facility, Facility hereby releases the City, its officials and employees, from any and all claims and demands arising out of or in connection with the Personnel.
10. **Confidentiality.** Facility must treat all competency documentation, compliance documentation, and other personnel information relating to Personnel as confidential, including as required by applicable state and federal law, such as the Americans with Disabilities Act, and to not disclose such documentation unless authorized by law, or as applicable Contractor, or the Personnel. Facility also must comply with all applicable laws governing the use and handling of personnel files and backgrounds checks, including, but not limited to, the federal Fair Credit Reporting Act, as well as any other applicable federal, state, or local laws.
11. **Performance Outcomes.** Facility shall notify Contractor and Program Facilitator immediately and provide them with written documentation, in the form of the Incident Report, attached hereto as Exhibit 1, of any unsatisfactory performance or

conduct of any Personnel. To the extent possible given the exigent circumstances, Facility will provide performance evaluations from its director of nursing or equivalent personnel to Contractor and Program Facilitator in the event of any unsatisfactory performance or conduct and at the end of each assignment.

12. **Floating.** Facilities agree to float Personnel in accordance with the clinical experiences of the staff being asked to float and applicable accrediting standards, including provision of appropriate orientation.
13. **Sentinel Event Reporting.** In the event of any unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events or claims ("Sentinel Events") involving or relating to any Personnel, Facility must report the Sentinel Event to Contractor and Program Facilitator within twenty-four hours. Reports should include the name of the Personnel and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. Facility agrees to use reasonable efforts to timely assist Contractor in conducting investigations of such Sentinel Events. In the event any Personnel makes a claim against the Facility alleging any wrongdoing, the Facility shall immediately notify Contractor.
14. **Injury Procedures.** In the event of an unexpected injury to any Personnel at a medical facility job site, the Facility will instruct the Personnel to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, the Facility will immediately send the injured Personnel to the closest emergency room and provide transportation if necessary or appropriate. The Facility must notify Contractor and Program Facilitator of injuries to Personnel within eight (8) hours of learning of the injury and promptly complete and submit to Contractor a written incident report in a format acceptable to Contractor that includes the name of the Personnel involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.
15. **Modifications and Cancellations of Assignments.** Facility shall make best efforts to provide at least ten days' written notice to the Program Facilitator and Contractor if Facility needs to cancel or modify the assignment (by reducing the number of guaranteed hours or scheduled shifts) of any Personnel. In all cases, even if not possible to provide ten days' prior notice, Facility must provide written notice to the Program Facilitator and Contractor before modifying or cancelling the assignment of any Personnel.
16. **Successors and Assigns.** This Agreement is binding on Facility and its successors and assigns.
17. **Notarization.** Because current circumstances make notarization impracticable, Facility agrees to waive the City's notarization requirement with respect to this Agreement.

18. **Reports and Notices.** Any notices, reports, or other communications required under this Agreement shall be delivered to the below points of contact.

If to Contractor:

Aya Healthcare, Inc.
Attn: Lindsay Blurton
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
lblurton@ayahealthcare.com

With a copy to:

Aya Healthcare, Inc.
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
facilitycontracts@ayahealthcare.com

If to Program Facilitator:

Karen Gibson
Huron Consulting Group
550 W. Van Buren Street
Chicago, IL 60607
kgibson@huronconsultinggroup.com

19. **Electronic Signatures.** This Agreement may be signed and delivered electronically (including by email or “PDF”). Any signature so obtained and transmitted shall be deemed to be an original signature for all purposes under this Agreement.

20. **Effectiveness; Date.** This Agreement will become effective when signed. The date of this Agreement will be the date this Agreement is signed by the Facility, as indicated by the date associated with that Party’s signature.

The person signing below on behalf of Facility hereby represents and warrants that they are authorized to execute this Agreement on behalf of the Facility, and that by signing this Agreement the Facility shall be bound by the terms contained herein.

AGREED AND ACCEPTED BY:

FACILITY: _____

By:
Title:

Date

Exhibit 1
Incident Report Template

Accident/ Incident Report

CLIENT: _____ ADDRESS: _____ REPORT # _____

Name of injured: _____ S.S. # _____
Sex : [] M [] F Age: _____ Date of accident: _____
Time of accident: a.m. : p.m.: Time of accident: _____
Employee's job title: _____
Length of experience on job: (years) _____ (months) _____
Address of location where the accident occurred: _____

Nature of injury, Injury type, and Part of the body affected: _____

Describe the incident and how it occurred: _____

Cause of the incident _____

Was personal protective equipment required? [] yes [] no Was it provided? [] yes [] no
Was it being used? [] yes [] no If "no", explain _____

Was it being used as trained by supervisor or designated trainer? [] yes [] no If "no", explain. _____

Witness(es) : _____

Was training provided to the injured? [] yes [] no If "no", explain. _____

Interim corrective actions taken to prevent recurrence: _____

Permanent corrective action recommended to prevent recurrence: _____

Date of report: _____
Prepared by: _____
Supervisor (Signature): _____ Date: _____

Status and follow-up action taken by ANI representative: _____

ANI Rep. (Signature): _____ Date: _____

**PLEASE FAX COMPLETED FORM TO AYA HEALTHCARE
AT (858) 550-7107**