



STAT Staffing Medical Services, Inc.  
 12330 Perry Highway, Suite 280  
 Wexford, PA 15090  
 Tel (412) 434-7828 | Fax (412) 998-7848  
[www.statstaffing.com](http://www.statstaffing.com)

## STAFFING AGREEMENT

This Staffing Agreement (“Agreement”) is made and entered into as of this 24th day of June 2024 between STAT Staffing Medical Services, Inc. (“STAT”) and Chartiers Valley School District (“Client”).

### STAFFING RATES

	MON-FRI (7:00AM-5:00PM)
LICENSED PRACTICAL NURSE	\$58.88
REGISTERED NURSE	\$62.88
SPECIALTY NURSE OR ASSIGNMENT (RN OR LPN)	\$68.88
CERTIFIED SCHOOL NURSE	\$78.88
PLEASE CALL FOR ANY OTHER HEALTHCARE PROFESSIONAL RATES - SPECIALTY NURSE II RATE TO BE DETERMINED	

The hourly billing rate of STAT includes the STAT Contractor’s pay and all applicable STAT insurances and taxes. Any orientation time is billed at the hourly rate above.

### INVOICES

Weekly invoices are provided with attached time documents. All invoices are payable **within fifteen (15) days** of invoice date. Invoices not paid **within 30 days will be considered in default** and a default charge will be imposed at one and one-half (1½%) percent per month (annual percentage rate of 18%) on the unpaid balance or the maximum interest rate allowed by law, whichever is lower. In addition to the default charge, Client agrees to pay STAT any and all fees, including reasonable attorney’s fees, and costs associated with the collection of all payments due STAT hereunder.

### OVERTIME

Overtime is defined as those hours worked in excess of forty (40) hours in a one-week pay period. Overtime must have Client’s approval. The overtime rate is one and one-half (1½) times the regular rate.

### WORK WEEK

STAT’s work week begins at 7:00AM Saturday and ends at 6:59AM the following Saturday. The weekend shifts include Friday 3:00PM-11:00PM through Sunday 11:00PM-7:00AM.

### TIME AND TROUBLE

There is a four (4) hour minimum charge once the STAT Contractor has begun a shift. If a shift is canceled less than two (2) hours before the start of the shift, Client will be billed for four (4) hours.

### STAT HOLIDAYS

Holidays are billed at one and one-half (1½) times the regular hourly bill rate. They include the day, evening and night shifts on New Year’s Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day and for the evening and night shifts on Christmas Eve and New Year’s Eve.

### STAT’S QUALITY ASSURANCE

STAT meets the criteria established by Joint Commission for the use of supplemental staffing services. STAT Contractors have a minimum one-year recent supervised work experience in the last three (3) years within their current classification. Personnel files contain license verification, CPR, negative TB, health statement, skills checklist and yearly in-service for fire safety, universal precautions, body mechanics, and OSHA. STAT Contractors are evaluated after the first 90 days and then yearly. STAT is an equal opportunity employer.

CONVERSION OF TEMPORARY EMPLOYEE TO PERMANENT EMPLOYEE

Client hereby acknowledges that STAT incurs substantial recruiting, training, screening, administrative and marketing expenses to provide STAT Contractors to Client. Therefore, Client shall not, without prior written consent of STAT, solicit or employ, in any capacity, a STAT Contractor, during the duration of this Agreement and for a period of one (1) year thereafter, either directly or through another staffing company, on a temporary, contract, full-time or part-time basis until STAT Contractor works a minimum of 1,200 hours as a STAT Contractor for Client or Client pays STAT a conversion fee as set forth below. If Client employs or hires a STAT Contractor, in any capacity, either directly or through another staffing company, on a temporary, contract, full-time or part-time basis, prior to the expiration of the 1,200 hour period noted herein, Client shall pay a conversion fee equal to 1/3 of STAT Contractor's billing rate multiplied by the following figure: 1,200 less the number of actual hours worked by STAT Contractor for Client. Client shall provide at least two weeks' written notice to STAT prior to any such conversion.

INSURANCE

STAT will maintain for the duration of the services general liability, professional liability and workers' compensation insurance. A certificate of insurance is available upon request. To the fullest extent permitted by law, STAT's liability to Client for any allegedly deficient services provided by STAT under this Agreement shall be limited to the amount of insurance proceeds, if any, paid by any policy of insurance maintained by STAT or the net sum paid by Client to STAT in the 1 year Agreement term during which the allegedly deficient services were furnished, whichever is greater. Client agrees that STAT shall not be liable for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement or any services furnished hereunder.

INTERPRETATION

This Agreement has been jointly prepared by both contracting parties and, therefore, shall not be presumptively construed in favor of or adversely to either party to this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, excluding conflicts of laws principles that might refer construction, interpretation or enforcement of this Agreement to the laws of another jurisdiction.

SEVERABILITY

If any term, condition, clause or provision of this agreement shall be determined to be void or invalid by law, or for any other reason, then only that term, condition, clause or provisions shall be stricken from this Agreement as is held to be void or invalid, and in all other respects, this Agreement shall remain in full force and effect.

AGREEMENT AMENDMENT AND DURATION

This Agreement may only be amended by written agreement of both parties. This Agreement shall have an initial term of 1 year and shall automatically renew thereafter for successive 1-year terms unless a party provides to the other written notice of its intent to terminate which notice must be received by the non-terminating party at least ninety (90) days prior to the expiration of the then current term in order to be valid and effective.

STAT Staffing Medical Services, Inc.

Chartiers Valley School District



NAME: Tom Muscatello

NAME: Darren G. Mariano

TITLE: CEO

TITLE: School Board President

DATE: June 24, 2024

DATE: July 23, 2024