

F-14

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Gregory Tatum
C: Diane Cappiello
Julia Vicidomini
From: Kim Conti
Re: Board Agenda Items
Date: July 22, 2020

Approve Epic Health Services Inc., to provide Nursing Services, at the rate of \$60.00 for RN and \$50.00 for LPN, as well as provide nursing transportation services at the rate of \$115 per trip, not to exceed \$280,000.00 for the 2020-2021 school year. (Acct # 11-000-216-320-01-19)

ADDENDUM A
EPIC HEALTH SERVICES, INC. d/b/a AVEANNA HEALTHCARE and
LOVING CARE AGENCY, INC. d/b/a AVEANNA HEALTHCARE
HEALTHCARE STAFFING RATES

A school day consists of hours worked. Eight (8) hours is the typical billing per day, but varies.

1. For One-On-One nursing services provided on a school campus or offsite for a school sponsored event; charges will be based on the following:
 - A. \$60.00 per hour for services rendered by an RN.
 - B. \$50.00 per hour for services rendered by a LPN.
2. For a Substitute School Nurse service provided on a school campus or offsite for a school sponsored event; charges will be based on a rate of \$60.00 per hour for services rendered by an RN or LPN.
3. Transportation Services: Nursing transportation services consist of a nurse riding in a school sponsored vehicle with a single special needs student to accompany the child to/from home and their school sponsored destination. No other nursing services are provided. Charges for this service will be based on a rate of \$115.00 per trip for services rendered by an RN or LPN.
4. For Nurse Consulting Services to also include, but not limited to consultations with school staff, 504 Reviews, ARD/IEP attendance, and the like; charges will be based on the rate of \$60.00 per hour rendered by an RN or LPN.
5. Skilled Nursing Visit: A specialized skilled service provided on campus or off site while attending a school sponsored activity. The fee for this service is \$80.00 per visit for up to two (2) hours by an RN or LPN. Time dedicated to providing services beyond the initial two (2) hour visit will be billed at the 1:1 nursing rate of \$55.00 per hour billed in 15 min. increments.

1. A. One-on-One: Registered Nurse (RN)	\$ 60.00 / hr.
1. B. One-on-One: Licensed Practical Nurse (LPN)	\$ 50.00 / hr.
2. Substitute School Nurse: Registered Nurse (RN)	\$ 60. 00 / hr.
3. Transportation Services: Registered/ Licensed Practical Nurse (RN/LPN)	\$ 115.00 / trip
4. Consultations: Registered or Licensed Practical Nurse (RN/LPN)	\$ 60.00 / hr.
5. Skilled Nursing: Registered or Licensed Practical Nurse (RN/LPN)	\$ 80.00/ visit

HEALTH CARE STAFFING AGREEMENT

This Health Care Staffing Agreement ("Agreement") is entered into as of the 1st day of July, 2020, by and between **Union Township Board of Education** ("School District") **Epic Health Services, Inc. d/b/a Aveanna Healthcare and Loving Care Agency, Inc. d/b/a Aveanna Healthcare** ("Aveanna") to provide private duty nursing services to students of School District.

RECITALS

Whereas, the District is committed to providing a free public education to children with special healthcare needs and disabilities (CSHN) to students residing within the district; and

Whereas, the District must ensure that students with CSHN are provided healthcare services in conformance with an individualize educational plan (IEP) at no cost to the family; and that such students have all of the rights of a CSHN who is served directly by the district; and

Whereas, Aveanna assures that it is licensed and skilled in the provision of healthcare services for CSHN in compliance with all state and federal laws and regulations governing the provision of healthcare services in an educational setting; and

Whereas, the District desires to engage Aveanna and Aveanna desires to be engaged by the District to furnish healthcare services for CSHN who are students of the District.

NOW THEREFORE, for and in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Staffing Services.** Pursuant to the terms and conditions of this Agreement, Aveanna, agrees to provide nurses (RNs and LPNs) ("Personnel") to School District for private duty nursing services.
2. **Qualification Requirements.** The Personnel to be provided by Aveanna to School District under this Agreement must:
 - a. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to School District, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to the Administrator for School District, and present evidence of criminal background checks for all employees working with the School District, upon request.
 - b. Meet Aveanna and School District conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the Aveanna employee file. Aveanna will provide evidence of criminal background checks for all Aveanna employees upon request.
3. **Insurance.**
 - a. Aveanna will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts or omissions which may give rise to liability for services under this Agreement. Aveanna will name School District as an additional insured and will provide a certificate of insurance evidencing such coverage upon request by School District.
 - b. School District will maintain at its sole expense a valid policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in School District's industry. School District will provide to Aveanna a certificate of insurance

evidencing such coverage prior to execution of this Agreement and will give prompt written notice to Aveanna of any material change in School District's coverage.

4. **Employer Obligations.** Aveanna will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. Aveanna will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance.

"Pass The Trash:"

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, "Aveanna" hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. "Aveanna" agrees to continue to comply with all requirements of the Law during the term of the Contract. Furthermore, "Aveanna" shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the "Aveanna" is not negligent and/or did not breach its statutory duty, then "Aveanna" no longer has an obligation to defend and indemnify the Board in such case.

5. **Responsibility for Patient Care.** School District retains full authority for patient care while Students attend school. For each student receiving services under this Agreement the District shall provide Aveanna with a copy of the student's most current Individualized Education Program (IEP) and/or Individualized Healthcare Plan (IHP). Revisions to each student's IEP/IHP shall thereafter be the responsibility of the District's IEP team. Aveanna and its employees, at the invitation of the District and at the request of a student's IEP team, will be available for participation in the development of IDEA evaluation and reevaluation programs/plans. Applicable rates will apply and are listed in Addendum A.
6. **Placement Fee.** If School District recruits or hires anyone provided by Aveanna who has been introduced to School District through this Agreement, during the term of this agreement and for one (1) year after the Aveanna employee has completed work under any contractual relationship between the parties, School District will pay Aveanna a finder's fee of five thousand dollars (\$5,000.00) or thirty percent (30%) of the employee's annualized salary, whichever is greater.
7. **Right to Dismiss.** If School District's director of nursing or designee determines that anyone provided is incompetent, has engaged in misconduct, or has been negligent, School District may require the individual to leave the premises and will notify Aveanna immediately. School District's obligation to compensate Aveanna for such individual's services will be limited to the number of hours actually worked. Aveanna will not reassign the individual to School District without prior approval of the director of nursing.
8. **Orientation.** Aveanna will cooperate with School District to provide Personnel with an adequate and timely orientation to School District. At a minimum, School District will orient Aveanna Personnel to its hazard communication procedures and School District-specific Exposure Control Plan as it pertains to OSHA requirements for bloodborne pathogens.

9. **Non-discrimination.** Neither Aveanna nor School District will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.
10. **Rates.** Aveanna will supply Personnel under this Agreement at the rates listed in Addendum A. Aveanna will give School District at least thirty (30) days' advance notice of any change in rates, to be mutually agreed upon in writing by both parties. If School District does not object to such rate revision, or otherwise terminate this Agreement in accordance with its terms, prior to the effective date of such revision, then School District agrees to pay Aveanna according to such revised rates.
11. **Billing.** Aveanna will submit invoices to School District every month for Personnel provided to School District. Invoices shall be submitted to School District at School District's Notice Address (as defined in Section 15.a. below).
12. **Payment.** All amounts due to Aveanna are due and payable within thirty (30) days from date of invoice.
13. **Term and Termination.** This Agreement will be in effect for one (1) year and will be in effect from July 1, 2020 to June 30th, 2021. Either party may terminate this Agreement at any time, with written 30 day notice with or without cause. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
14. **Indemnification.** Aveanna agrees to indemnify, defend and hold harmless School District, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of Aveanna, its directors, officers, employees, or agents under this Agreement. School District agrees to indemnify, defend and hold harmless Aveanna, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of School District, its directors, officers, employees, or agents under this Agreement.
15. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered or sent by electronic media, upon receipt, or if sent by registered or certified mail, return receipt requested, upon the sooner of the date on which receipt is acknowledged or the expiration of five (5) days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a party will be sent to the addresses set forth below or to such other address as such party may designate by notice to the other party hereunder:

- a. Union Township Board of Education
Attn: Gregory Brennan
2369 Morris Avenue
Union, NJ 07083
Phone: 908-851-6411
E; gbrennan@twpunionschools.org

- b. Epic Health Services, Inc. d/b/a Aveanna Healthcare and
Loving Care Agency, Inc. d/b/a Aveanna Healthcare
Attn: Managed Care Department
400 Interstate North Parkway SE

Suite 1600
Atlanta, GA 30339
P: 856-206-5017
C: 732-236-9831
E: jeanine.stawinski@aveanna.com

16. Miscellaneous.

- a. All captions in this Agreement are intended solely for the convenience of the parties, and none shall affect the meaning or construction of any provision.
- b. This Agreement, with the attached Addendum A (with may be amended from time to time pursuant to the terms hereof) constitutes the entire understanding between Aveanna and School District regarding the subject matter hereof. No prior or present agreements or representations regarding the subject matter hereof shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.
- c. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this Agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the party against whom this Agreement is to be enforced. This Agreement may be transmitted by facsimile, and it is the intent of the parties for the facsimile (or a photocopy thereof) of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile (or a photocopy thereof) and any complete photocopy of the Agreement to be deemed an original counterpart.
- d. Aveanna agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations including but not limited to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), otherwise known as FERPA and; the Individuals with Disabilities Education Act (IDEA), as amended. Aveanna and District will take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the District's students who receive services from Aveanna pursuant to the Agreement. The District shall furnish Provider with copies of the District's rules, policies and regulations and procedures. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.
- e. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party may assign its rights under this Agreement, except with the prior written consent of the other party. Notwithstanding the preceding, approval shall be deemed given for the assignment of the rights and obligations of a party to an entity owned or controlled by such assigning party.
- f. Nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, employer and employee, partnership, or joint venture between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

**Epic Health Services, Inc.
d/b/a Aveanna Healthcare and
Loving Care Agency d/b/a
Aveanna Healthcare**

By: _____
Name:

Title: _____

Date: _____

Union Township Board of Education

By: _____
Name:

Title: _____

Date: _____

TIN:
Epic Health Services: 26-3203921
Loving Care Agency: 22-3268088

