

DEPARTMENT OF SPECIAL SERVICES  
Township of Union Public Schools  
M-E-M-O-R-A-N-D-U-M

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TO: Dr. Scott Taylor

C: Gerald Benaquista, Yolanda Koon, Kim Conti, Bernadette Watson, Diane Cappiello

FROM: Joseph Seugling

RE: Board Agenda

DATE: 2021-10-27

Approve Elite Homecare, LLC to provide nursing services to district students at a rate of \$100.00/hr. for RN/ \$90,00/hr. for LPN for the 2021-2022 school year, not to exceed \$90,000) [Account #11-000-216-320-01-19/7043].

## CONTRACT FOR IN SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this 7<sup>th</sup> day of October, 2021, by **Elite HomeCare LLC.**, with a service office located at 1215 Livingston Avenue, Suite 5, North Brunswick, New Jersey 08902 (hereinafter referred to as **ELITE HOMECARE**) and **Township of Union Public Schools** (hereinafter referred to as **SCHOOL**).

**ELITE HOMECARE** is a home health care agency, engaged in the business of providing professional nursing services and **SCHOOL** has identified a need for an in-school nurse to provide basic care.

WHEREAS, it is the desire of both parties to make provision for on site, nursing and/or health aide services, in accordance with the terms of the Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **ELITE HOMECARE** and **SCHOOL** agree to the terms and conditions outlined herein:

### I. RESPONSIBILITIES OF ELITE HOMECARE

- A. Qualifications of Personnel. The Nurse and/or Health Aide supplied by **ELITE HOMECARE** shall be a Registered Nurse (RN), Licensed Practical Nurse (LPN) who shall hold a current license, registration or certification to practice in the State of New Jersey and shall provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **ELITE HOMECARE** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its employees who are providing on site services. The contents of such files will include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **ELITE HOMECARE** shall provide an RN, LPN to **SCHOOL** on a substitute basis. The RN, LPN provide basic services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **ELITE HOMECARE** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- D. Place of Performance. **ELITE HOMECARE** will provide services primarily at schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **ELITE HOMECARE** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
1. **ELITE HOMECARE** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **ELITE HOMECARE** employees which may give rise to liability under this Agreement.

2. **ELITE HOMECARE** shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
- F. Indemnification. **ELITE HOMECARE** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **ELITE HOMECARE**, acting through its directors, agents, and employees.
- G. Payment of Personnel. **ELITE HOMECARE**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- H. Policies and Procedures. **ELITE HOMECARE** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

## II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **ELITE HOMECARE** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. New Jersey Department of Education Requirements. As required by the New Jersey Department of Education (NJDOE), **SCHOOL** agrees to sponsor those **ELITE HOMECARE** employees who will be providing services within **SCHOOL**'s district. Such sponsorship includes, but is not limited to, an NJDOE Criminal History Review. **SCHOOL** agrees to provide **ELITE HOMECARE** with all NJDOE forms and information necessary for **ELITE HOMECARE**'s employees to obtain the required Criminal History Review. **ELITE HOMECARE** agrees to provide only employees that have been sponsored by **SCHOOL** and approved by the NJDOE.
- C. Insurance.
  1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
  2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation Insurance for its employees.
- D. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **ELITE HOMECARE** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.
- E. Equipment and Supplies. **SCHOOL** will supply **ELITE HOMECARE**'s employees with all necessary equipment, tools, materials and supplies (including teaching materials, supplies, and PPEs) necessary to perform services under this Agreement.
- F. Employment Status. **SCHOOL** understands and agrees that the RN, LPN is an employee of **ELITE HOMECARE** and **SCHOOL** will not attempt to solicit the employee to work privately for **SCHOOL**,

without written authorization from **ELITE HOMECARE**, during this term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **ELITE HOMECARE** encounters as an employer and acknowledges that **ELITE HOMECARE** is not a placement or referral service. Should **SCHOOL** desire to hire one of **ELITE HOMECARE**'s employees, **SCHOOL** agrees to provide **ELITE HOMECARE** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00, whichever is greater. This fee shall apply to any **ELITE HOMECARE** employee **SCHOOL** wishes to hire.

- G. Compliance Program. **ELITE HOMECARE** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **ELITE HOMECARE** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. **SCHOOL** agrees to abide by this program and understands its obligation to report questionable activities involving **ELITE HOMECARE**'s employees to the local office Director named below.

### III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **ELITE HOMECARE** at a rate of \$100.00/hour for RN services, \$90.00/hour for LPN services under this Agreement.
- B. **ELITE HOMECARE** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **ELITE HOMECARE** reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. **SCHOOL** agrees to reimburse **ELITE HOMECARE** for all collection costs, including attorneys' fees and expenses.

### IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on October 7, 2021 and will remain in effect through June 24, 2022. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by **ELITE HOME CARE** shall be paid upon invoice provided to **SCHOOL**.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **ELITE HOMECARE** or **SCHOOL**
  2. Failure of either **ELITE HOMECARE** or **SCHOOL** to maintain the insurance coverages required by hereunder.

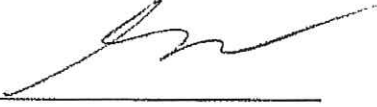
3. Breach by **ELITE HOMECARE** or **SCHOOL** of any of the material provisions in this Agreement.

**V. ADDITIONAL ITEMS**

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **ELITE HOMECARE** are to be kept confidential by **SCHOOL** and **ELITE HOMECARE** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **ELITE HOMECARE**.
- G. Entire Agreement. This writing evidences the entire Agreement between **ELITE HOMECARE** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 10/21/2021

Date: \_\_\_\_\_



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Kim Olufade  
Director  
Signing with authority for  
Elite HomeCare LLC.

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Joseph Seugling  
Supervisor of Special Services  
Signing with authority for  
Township of Union Public Schools

