

CONTRACT FOR IN SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this 1st day of July, 2013, by **BAYADA Home Health Care, Inc.**, with a service office located at 520 Speedwell Avenue, Suite 220, Morris Plains, New Jersey 07950 (hereinafter referred to as **BAYADA**) and **Randolph Board of Education**, located at 501 Millbrook Avenue, Randolph, New Jersey 07869 (hereinafter referred to as **SCHOOL**).

BAYADA 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 nursing care to its students.

WHEREAS, it is the desire of both parties to make provision for on site, nursing services, in accordance with the terms of this Agreement.

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

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) or 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. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing on site services. The contents of such file 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. **BAYADA** shall provide an RN/LPN to **SCHOOL** on a substitute basis. The RN/LPN will provide basic nursing services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district. **BAYADA**'s nurse may also be required to provide nursing services while students attend **SCHOOL**-sponsored field trips. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.

- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district, as well as, at **SCHOOL**-sponsored field trips. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.
 2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.
- G. Payment of Personnel. **BAYADA**, 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, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.
- H. Equal Opportunity Employment. **BAYADA** agrees to comply with the New Jersey state requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the Americans With Disabilities Act, where applicable, during the performance of this Agreement and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. **BAYADA** will provide required reports as requested.
- I. Policies and Procedures. **BAYADA** 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 **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. 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.

- C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** 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.
- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies (including teaching materials and supplies) necessary to perform services under this Agreement.
- E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. New Jersey Department of Education Requirements. As required by the New Jersey Department of Education (NJDOE), **SCHOOL** agrees to sponsor those **BAYADA** 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 **BAYADA** with all NJDOE forms and information necessary for **BAYADA**'s employees to obtain the required Criminal History Review. **BAYADA** agrees to provide only employees that have been sponsored by **SCHOOL** and approved by the NJDOE.
- G. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA** 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 **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$60.00/hour for RN services or \$50.00/hour for LPN services provided under this Agreement.
- B. **BAYADA** 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. **BAYADA** reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on **July 1, 2013** and will remain in effect through **June 30, 2014**. 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.
- 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 **BAYADA** or **SCHOOL**.
 - 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
 - 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- 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 in 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 **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** 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: 6/26/13

Christine Rios

Christine Rios

Director

Signing with authority for

BAYADA Home Health Care, Inc.

Date: _____

Signing with authority for

Randolph Board of Education