

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

TO: Dr. Gerald Benaquista

**C: Dr. Jose Rodriguez
Marissa McKenzie
Yolanda Koon
Bernadette Watson
Diane Cappiello**

From: Kim Conti 

Re: Board Agenda Item

Date: May 9, 2025

Approve Epic Health Services, Inc. d/b/a Aveanna Healthcare to provide Nursing Services at the rate of \$75.00 for RN and \$70.00 for LPN, as well as, to provide Nursing Transportation services at the rate of \$150.00 per trip for the 2025-2026 School Year. Not to exceed \$125,000.00. (Acct #: 11-000-216-320-01-19)

SCHOOL PROVIDER AGREEMENT

This Provider Agreement, dated July 1, 2025, is between Union Township Board of Education ("School") and the Aveanna Healthcare Legal Entities and their locations as identified in Schedule "B" ("Aveanna").

Purpose

Whereas, School desires that Aveanna provide healthcare services to School's student(s) on behalf of School and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, ("Personnel"); and

Whereas, Aveanna has Personnel available to perform healthcare services as outlined in the Agreement; and

Whereas, Aveanna desires to provide healthcare Services to the School's students in accordance with the terms and conditions set forth in this Agreement;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

The parties agree to the following terms.

Terms

1. Obligations of Aveanna.

- a. General. Aveanna will provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to School during the term of this Agreement in such amounts as School will require in its sole discretion. There is no requirement imposed upon School pursuant to this Agreement to purchase any quota of Services. Aveanna represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services.
- b. Provision of Services. Aveanna will schedule Services as requested by School. Aveanna will comply with all relevant policies and procedures of the parties, including the handling of student records, emergency procedures and student complaints.
- c. Personnel. Aveanna will be responsible for providing qualified Personnel to deliver Services pursuant to this Agreement. Aveanna will not subcontract any Services to be performed without the prior written consent of School. Personnel will be required to meet all federal, state or local health screening requirements.
- d. Background Checks. Aveanna will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, Aveanna agrees to adhere to the requirements specified and governed by state and local laws.

2. Obligations of School.

- a. General. During the term of this Agreement, School will purchase from Aveanna, on a non-exclusive basis, the Services in such amounts as School elects to purchase. School will only pay for the Services actually provided.
- b. Policies and Procedures. School will provide copies of all policies and procedures Aveanna and its employees will need to comply with while performing Services under this Agreement.

3. **Compensation and Billing**

- a. Fee Schedule. School will pay Aveanna for Services rendered in accordance with Schedule A. Fee Schedule may be revised upon mutual written consent of both parties. School will not be obligated to pay for any Services delivered by Aveanna that were not requested by School.
- b. Invoice. Aveanna will provide School with ☐ weekly or ☐ monthly invoices as indicated herein.
- c. Payment Terms. All payments to be made by School to Aveanna under this Agreement are due thirty (30) days from School's receipt of the related invoice. School's obligation for payment to Aveanna is independent of any reimbursement received by School from any other source. Payments shall be remitted to the address represented on the invoice.

4. **Term/Termination.**

The term of this Agreement commences on July 1, 2025 and continues until June 30, 2026 ("Term"). Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

5. **Miscellaneous.**

- a. Indemnification.
 - (i) To the extent allowed by law, School will defend, indemnify and hold harmless Aveanna and each of its officers, directors, employees, and agents ("Aveanna Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the Aveanna Parties or any of them as a result of, or arising out of, or relating to School's negligent acts or omissions or willful misconduct.
 - (ii) Aveanna will defend, indemnify and hold harmless School and each of its officers, directors, employees, and agents ("School Parties"), from and against any and all Indemnified Amounts incurred by the School Parties or any of them as a result of, or arising out of, or relating to Aveanna's negligent acts or omissions or willful misconduct
- b. Insurance. As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;
 - (i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - (ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - (iii) Worker's Compensation in accordance with applicable statutory requirements.
 - (iv) Each party will provide written notification to the other party not less than 30 days prior to cancellation, expiration, or material change in insurance coverage. Certificates of

insurance relevant to this Agreement shall be furnished upon reasonable request.

- (v) In the event that School requires Aveanna personnel to accompany student during transport to and from School or to and from alternate sites for School related events, School shall maintain or require its third party provider to maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident for bodily injury. Furthermore, Aveanna will have the right to pursue subrogation claims against any third parties responsible for any loss, damage, or injury under the automobile liability policy.

c. Non-Solicitation of Employees.

- (i) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the Services provided pursuant to this Agreement.
- (ii) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 5.c or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).
- (iii) The parties acknowledge that the restriction contained in this Section 5.c., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.
- (iv) The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee as outlined below as liquidated damages, which the parties agree is not a penalty.

20% of Annualized Salary if employee has worked less than 345 hours at the time party's violation of this provision.

15% of annualized salary if employee has worked between 345-688 hours

10% of annualized salary if employee has worked between 689-1032 hours

5% of annualized salary if employee has worked 1033+ hours

- d. Independent Contractor. Aveanna will be an independent contractor and will employ appropriate personnel to deliver Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event will any employee of Aveanna be considered an employee or agent of the School. Aveanna is responsible for meeting all tax obligations related to its employees and maintaining all required insurance coverage related to its employees, including workers' compensation insurance.
- e. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

- f. Confidentiality. Upon execution of this Agreement, Aveanna, agrees to make every reasonable effort to comply with the laws and regulations relevant to School's responsibility to protect the privacy and confidentiality of School's students and employees and related information and data. Aveanna will take reasonable measures to maintain the privacy, confidentiality and security of all information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, School hereby designates Aveanna as a school official with legitimate educational interest in the educational records of the students to whom Aveanna provides Services to the extent that access to the records are required by Aveanna for provision of the Services. Aveanna agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.
- g. Amendment. No amendment(s) to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties.
- h. Entire Agreement. This Agreement contains the entire agreement between the parties, supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement, and shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- i. Governing Law. This Agreement is interpreted, construed and governed according to the laws of the state in which Services are provided.
- j. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- k. Notices. Any notice, demand or other communication required or permitted will be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, (ii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited, or (iii) to the email address provided; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party in accordance with this section.
- l. Waiver. Waiver by either party of an event of default or of any breach of the provisions of this Agreement, will not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

IN WITNESS WHEREOF, the authorized representatives of the parties acknowledge their understanding and agreement to the above by executing this Agreement.

Legal Entities as identified on Schedule B Union Township Board of Education

Signature: _____

Name: James Elkington

Title: Chief Revenue Cycle Officer

Date:

400 Interstate North Parkway SE,
Suite 1600
Atlanta Georgia 30339
Attn: Contracts Department
schoolcontracts@aveanna.com

Signature: _____

Name:

Title:

Date:

2369 Morris Ave
Union, NJ, 07083

Schedule "A"

Services/Fee Schedule

Billable hours include:

- Hours that Student(s) is in School, including School-related activities such as field trips
- Hours spent performing tasks or attending sessions related to Services as required by the School

Service	Standard Hourly Rate
Registered Nurse (RN)	\$75.00
Licensed Practical/Vocation Nurse (LPN/ LVN)	\$70.00
2:1 Nursing	\$113.00
Transport Nursing (After 2 Hours - Rate per Hour)	\$150.00
Substitute Nursing	\$75.00
Certified Nursing Assistant/ Home Health Aide	\$40.00
BCBA-D	\$165.00
Master's Level BCBA	\$135.00
Behavior Specialist Consultant (BSC)	\$95.00
Speech Therapist	\$95.00
Occupational Therapist	\$95.00
Physical Therapist	\$95.00
School Psychologist	\$185.00
ABA Therapist	\$42.00
Behavioral Technician (BHT)	\$40.00
Master's Level Social Worker (MSW)	\$70.00
Licensed Clinical Social Worker	\$75.00

Cancellation Fee.

For confirmed service requests that are cancelled with less than four (4) hour notice, SCHOOL will be obligated to reimburse AVEANNA for four (4) hours at specified rate for the assigned personnel.

Four Hour Minimum.

If services provided are less than four (4) hours in a single day, a four (4) hour minimum will be charged.

Transport Employee.

Nursing transportation services consist of an employee riding in a school sponsored vehicle with a single special needs student to accompany the student from home to school and school to home. No other nursing services are provided. Charges for this service will be based on a rate per trip with a maximum of two (2) hours for services rendered by RN or LPN/ LVN. Services that exceed the initial two hours will be billed at the RN or LPN/ LVN contract rate.

Schedule "B"

Legal Entity Name	DBA	TAX ID	Street Address	City	State	Zip	Cost Center
Loving Care Agency, Inc.	Aveanna Healthcare	22-3268088	3 University Plaza ,124	Hackensack	New Jersey		4146
Epic Health Services, Inc.	Aveanna Healthcare	26-3203921	77 Brant Avenue, Suite #320	Clark	New Jersey	07066-1540	1055

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between Epic Health Services, Inc. d/b/a Aveanna Healthcare (“**Provider**”), with regional offices at 77 Brant Avenue, Suite 320, Clark, NJ 07066-1540 and the **Union Tp. Board of Education**, for the **2025 -2026** academic school year. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. RESPONSIBILITIES OF PROVIDER

A. Qualifications of Personnel.

(i) Provider represents that it is an approved agency as required by the State of New Jersey for related services pursuant to N.J.A.C. 6A:14-5.1 and N.J.A.C. 6A:2-5.2. Proof of agency status may be required prior to execution of this Agreement.

(ii) Provider shall only provide employees who are licensed or certified as may be required by State law. Provider shall make available for inspection, upon request of the Board, verification of current licensure or certification, as applicable.

B. Background Check.

Provider shall provide its New Jersey Department of Education Office of Student Protection Status (NJDOE OSPS) Application Approval Employment History Report including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement. During the term of the Agreement, Provider shall report to the Board any change in the information provided, including without limitation any arrest or conviction of any employees providing direct services to students. Failure to provide the NJDOE OSPS Application Approval Employment History Report or subsequent information about employees shall be considered a breach of Agreement.

C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7 (“PTT Law”), and hereby consents to any inquiries required by that law that may be performed by the Board.

Provider agrees to indemnify, defend and hold the Board and its respective officers, employees and agents harmless from and against any suits, actions, liabilities, claims, damages and expenses including, without limitation, costs of investigation, expert witness fees, and attorney fees for the defense of the underlying suit, arising out of or in any manner connected with Provider’s compliance with its obligations under the PTT Law, including services performed under this Agreement by Provider, or anyone directly or indirectly employed by it, for any acts or omissions for which Provider may be legally liable with respect to the PPT Law. If in any given case a court rules that Provider is not negligent and/or did not breach its statutory duty, then Provider would have no obligation to defend and indemnify the Board.

II. INDEMNIFICATION

Each Party, subject to the provisions of the New Jersey Tort Claims Act and availability of

appropriated funds, shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act of omission of its employees, agents or contractors, in the performance of the obligations assumed by the party pursuant to this Agreement. Provider is subject to the New Jersey Contractual Liability Act. Each Party is hereby released from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State of Federal law, to the extent caused solely out of or in connection with the other Party's performance of the obligations assumed pursuant to this Agreement.

III. FEES

The Provider shall be paid in accordance with the fee rates in the attached agreement, in an amount **Not To Exceed \$125,000.00** for the following services for the term of the Agreement: \$75/ hour for RN; \$70/hour for LPN: \$150/trip for transport nursing.

IV. TERM.

This Contract shall commence on July 1, 2025 and terminate on June 20, 2026.

V. PUBLIC CONTRACTING REQUIREMENTS

A. Non-Collusion. The Provider certifies and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

B. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformance with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

C. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

VI. 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. Any litigation shall be filed within the Superior Court of the State of New Jersey, County of Union.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. 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, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- 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 Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

VII. NOTICE

Notices to the Board shall be delivered to:

Yolanda Koon, Business Administrator/Secretary Union Tp.
Board of Education
855 Lehigh Avenue
Union, NJ 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

PROVIDER

(signed)

Print Name/Title

BOARD OF EDUCATION

(signed)

Print Name/Title