

12-21

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

TO: Greg Tatum
Diane Cappiello
Julie Vicidomini

From: Kim Conti *KC*

Re: Board Agenda Items

Date: April 13, 2016

Please place the following on the board agenda:

The committee recommends and I so move that approval be given to ATC, Inc. (Around the Clock) Healthcare Services Inc. to provide Nursing Services, at the rate of \$36.90 for LPN and \$45.00 for RN not to exceed \$200,000.00.(State Contract see attached) Acct # 11-000-216-320-01-19 for the School Year 2016-2017 .



Amendment to Service Agreement

The Service Agreement, by and between ATC Healthcare Services, Inc. (herein referred to as "ATC") and Union Township Schools (herein referred to as "SCHOOL"), is hereby amended as follows, effective from July 1, 2016 thru June 30, 2017:

The rates listed are hereby replaced with the rate table below:

Union Township Schools	
Occupation	Per Diem Hourly Rate
Registered Nurse	\$45.00
Licensed Practical Nurse	\$36.90
Aide	\$23.00
Additional terms: <ul style="list-style-type: none"> • All assignments will be a two hour minimum charge. • SCHOOL has the right to cancel any scheduled short-term assignment with two (2) hours notice prior to the start of the assignment without penalty. Assignments canceled with less than two (2) hours notice will be billed for two (2) hours at the agreed assignment rate. • Overtime Pay: 1.45 times the hourly bill rate • If Healthcare Associate is attends a field trip or some other SCHOOL outing, SCHOOL will reimburse ATC for all reasonable normal expenses incurred during such outing (i.e. transportation expense, entrance fees, etc.) 	

All other terms and conditions will remain unchanged as stated in the original Agreement and subsequent Amendment(s).

The parties have executed this Amendment and so certify below by signatures of authorized representatives.

ATC Healthcare Services, Inc.
 BY: _____
 NAME: David Savitsky
 TITLE: CEO
 EMAIL: DSavitsky@ATCHealthcare.com
 DATE: _____

Union Township Schools
 BY: _____
 NAME: _____
 TITLE: _____
 EMAIL: _____
 DATE: _____

THIS DOCUMENT IS NOT VALID OR BINDING UNLESS SIGNED BY AN OFFICER OR DIRECTOR OF CONTRACTING OF ATC HEALTHCARE SERVICES, INC.

**MEMORANDUM OF UNDERSTANDING
FOR SERVICES**
between
THE NEW JERSEY DEPARTMENT OF EDUCATION
and
ATC HEALTHCARE SERVICES INC.

I. BACKGROUND AND INTENT

The New Jersey Department of Education (NJDOE), Criminal History Review Unit (CHRU), wishes to enter into a Memorandum of Understanding (MOU) with ATC Healthcare Services Inc. to establish the terms and conditions under which the NJDOE shall provide to ATC Healthcare Services Inc. both direct access for submitting employees to the NJDOE for criminal history records checks and results of the fingerprint and background checks.

II. SCOPE OF WORK

The CHRU maintains a database of all individuals who have submitted applications for a criminal history records check for school employment or service. The CHRU is the lead agency responsible for coordinating the required fingerprinting and criminal history record checks of all school employees and contractors mandated by statute. Pursuant to N.J.S.A. 18A:6-7.2; N.J.S.A. 18A:39-19.1; N.J.S.A. 18A:6-4.13 and N.J.S.A. 18A:12-1.2, the Department of Education (NJDOE) is required by law to verify from fingerprinting records and the New Jersey Motor Vehicle Commission (NJMVC) database records that school employees and employees of a contracted service provider under contract with such educational facility have passed the required fingerprint and background checks. The NJDOE is responsible for transmitting to the employing entity, the results of the fingerprint and background check as to approval or disqualification without disclosing the underlying basis for such determination. The NJDOE is also responsible for transmitting the results of the fingerprint and background check to the individual, and will disclose any disqualifying crimes or offenses to that individual.

III. TERM OF AGREEMENT

The terms of this MOU shall be effective upon the signing of the MOU by an authorized representative of each party and shall continue in force and effect for three (3) years from the date of the signature by the Commissioner of Education or his designee, or until cancelled or amended pursuant to the terms within this MOU.

IV. PROJECT ADMINISTRATION

The NJDOE may cancel or amend this MOU and/or terminate ATC Healthcare Services Inc.'s access to the NJDOE's database without prior notice if such cancellation or amendment is deemed necessary by the NJDOE, due to any changed requirement in the law or NJDOE policy that would prohibit such an MOU, or upon a determination by the

NJDOE that there has been a breach of the integrity or security of the data provided to the NJDOE, or a failure of ATC Healthcare Services Inc. to comply with established procedures or legal requirements included or incorporated by reference in this MOU.

Any modifications to this MOU and its attachments must be mutually agreed to by both parties in writing. The NJDOE reserves the right to terminate the MOU upon 60 days written notice, with or without cause.

1. Neither this MOU nor any of its terms is intended to be, and should not be construed as, an opinion on the part of the NJDOE or the State of New Jersey regarding any provision of New Jersey State Law. If any part, term or provision of this MOU is held by the courts to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

2. Improperly obtaining and disclosing personal information from a NJDOE record in violation of the Federal and State statute is a crime of the fourth degree and persons found to have committed such an offense can be held liable, in a civil action in the Superior Court, by the individual to whom the information pertains for an award of actual damages, punitive damages, and reasonable attorney's fees and litigation costs.

Rights and Obligations of the New Jersey Department of Education

1. Assign ATC Healthcare Services Inc. specific codes that their employees will use when submitting their application for a criminal history records check. These codes will only be used for applications from ATC Healthcare Services Inc.'s employees who will be contracted to work at educational facilities under the supervision of the NJDOE. All other employees of the vendor, not assigned as stated above, may not be submitted by the vendor or other authority for the criminal history records check through the CHRU or NJDOE.

2. The NJDOE reserves the right to conduct random audits to ensure compliance with this MOU.

3. The NJDOE will inform the vendor whether the employees submitted for a criminal history records check under this MOU are approved or disqualified from employment, without disclosing the basis of the approval or disqualification. The NJDOE will also notify the vendor if an employee who is initially approved, subsequently becomes disqualified.

Rights and Obligations of ATC Healthcare Services Inc.

1. Furnish the NJDOE with information regarding contract service provider's Employer Identification Number (EIN), demographic information for employment and

educational facilities contracted with. Comply with all provisions of the enabling statutes and Administrative Code governing the operation of the CHRU.

2. Use any data obtained as a result of this MOU for only those permitted purposes explicitly set forth by this MOU and the Federal and New Jersey Statutes.
3. Immediately notify the NJDOE in writing of any changes to any of the information contained in this MOU during the term of the agreement.
4. Take steps necessary to protect the criminal history information and database access provided by the NJDOE under this MOU from theft, unauthorized disclosure or access or any use not specifically permitted under this MOU and/or the Federal or New Jersey Statutes.
5. Upon receipt of notice that an employee working at an educational facility under the supervision of the NJDOE is disqualified, ATC Healthcare Services Inc. will terminate that employee's contract with any educational facility under the supervision of the NJDOE and immediately provide written proof of termination to the NJDOE.
6. During the term of this agreement, ATC Healthcare Services Inc. will have access to confidential and sensitive information. ATC Healthcare Services Inc. shall maintain strict control over the information that it collects, as well as the information to which it is given access. All such information shall be kept in a secure location to maintain the integrity of the project. ATC Healthcare Services Inc. shall use reasonable care to protect the confidentiality of the information. Any use, sale or offering of this data, in any form, except as otherwise provided in this MOU, by ATC Healthcare Services Inc. or any individual or entity in ATC Healthcare Services Inc.'s charge or employ will be considered a violation of this MOU and may result in its termination. In addition, neither ATC Healthcare Services Inc. nor any individual or entity in ATC Healthcare Services Inc.'s charge or employ shall use such confidential information for personal gain, or release, disseminate or publish such information prior to the completion of the project.

V. GENERAL PROVISIONS

1. This MOU shall be governed by the laws of the State of New Jersey, both as to interpretation and performance; and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this MOU or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey. This MOU shall be liberally construed in favor of the NJDOE and narrowly construed against the ATC Healthcare Services Inc. because of the restrictions of the Federal and New Jersey Drivers' Privacy Protection Act, 18 U.S.C. § 2721 et seq. and N.J.S.A. 39:2-3.3 et seq.

2. Access to information within the possession of the NJDOE is being provided to ATC Healthcare Services Inc. under this MOU strictly for the purpose of determining the eligibility of ATC Healthcare Services Inc.'s employees prior to their employment at an

educational facility under the supervision of the NJDOE. ATC Healthcare Services Inc. shall not treat or allow to be treated, the information obtained from the NJDOE as a public record. The ATC Healthcare Services Inc. must notify NJDOE if it undergoes any name change or organizational change.

3. Neither this MOU nor any interest in this MOU may be assigned or transferred.
4. This MOU may be amended only by joint action of the parties, and in writing. This MOU and amendments may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument. All notices, questions or problems that arise in connection with this MOU shall be sent to the individuals designated as contact persons below. Each party shall update the contact information immediately upon any change.
5. ATC Healthcare Services Inc. agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder. ATC Healthcare Services Inc. must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. § 12101 et seq.
6. ATC Healthcare Services Inc. and the NJDOE recognize and agree that both the initial provision and the continuation of funding through this MOU are expressly dependent upon the availability to the NJDOE of funds appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable. The lack of available funding shall not be deemed a breach of this MOU by the NJDOE.
7. The NJDOE or ATC Healthcare Services Inc. may request changes or modifications to this MOU. However, no such change or modification shall be effective unless incorporated in a written amendment executed by both ATC Healthcare Services Inc. and the NJDOE.
8. Any visits, inspections and audits, including visits and requests for documentation in discharge of the NJDOE's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the NJDOE retains the right to make unannounced visits, inspections and audits as deemed necessary.
9. If ATC Healthcare Services Inc. materially fails to comply with any term of this MOU or any federal, State or local law, ordinance, regulation or circular, the NJDOE may, in its sole discretion, take one or more of the following actions:
 - a. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate the MOU or any work hereunder;
 - d. Withhold further funds for the project; or
 - e. Take other remedies that may be legally available.

10. ATC Healthcare Services Inc. will include payments made under this MOU in its audit if required by the circulars listed in Section V, paragraph 1, or if otherwise required by law or regulation.

11. ATC Healthcare Services Inc. shall retain fiscal and statistical records, supporting documents, and all other records related, in any way, to this MOU for a period of seven years after the expiration or termination of this MOU. If any litigation, claim or audit is started before the expiration of the seven year period, all records and supporting documents shall be retained until all such litigation, claims and audit findings are resolved.

12. Between the NJDOE and ATC Healthcare Services Inc., the NJDOE, subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, 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 or omission of the NJDOE, its employees, agents or contractors, in the performance of the obligations assumed by the NJDOE pursuant to this MOU. The NJDOE hereby releases ATC Healthcare Services Inc. from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or Federal law, solely out of or in connection with the NJDOE's performance of the obligations assumed by the NJDOE pursuant to this MOU.

13. Between the NJDOE and ATC Healthcare Services Inc., ATC Healthcare Services Inc. subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, 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 or omission of ATC Healthcare Services Inc., its employees, agents or contractors, in the performance of the obligations assumed by ATC Healthcare Services Inc. pursuant to this MOU. ATC Healthcare Services Inc. hereby releases the NJDOE from any and all liabilities, claims, losses, costs, expenses and demands of any kind of nature whatsoever, arising under State or Federal law, solely out of or in connection with ATC Healthcare Services Inc. performance of the obligations assumed by ATC Healthcare Services Inc. pursuant to this MOU.

CONTACT PERSONS

The following persons shall serve as contact persons for notifications pursuant to this Memorandum of Understanding:

For NJDOE:


Carl H. Carabelli, Manager
Criminal History Review Unit
New Jersey Department of Education
200 RiverView Plaza
PO Box 500
Trenton, NJ 08625-0500
Phone: (609) 292-0507
Fax: (609) 777-4016

For Atc Healthcare Services Inc.

Name Cheryl Steh
Address 1983 Marcus Ave Suite E122
Phone: Lake Success NY 11042
Fax: → 516 7501783
Phone: 516 7501600

APPROVAL


The terms of this MOU have been read and understood by the persons whose signatures appear below. Each person executing this MOU warrants that he or she has the authority to bind the entity listed.



Atc Healthcare Services, Inc.

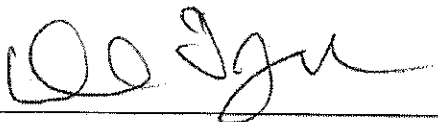
11/30/15
Date

David C. Hespe, Commissioner
New Jersey Department of Education



Designee:
William Haldeman, Chief of Staff
Office of the Chief of Staff

1/6/16
Date




David D. Joye, Executive Director
Office of Budget & Accounting and Grants Management

12/15/15
Date

Approved as to form:

John J. Hoffman
Acting Attorney General of New Jersey



By: Frederick H. Wu
Deputy Attorney General

12/24/15
Date