

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: 2021-10-12

Approve Interim Healthcare to provide nursing services to district students at a rate of \$72.00/hr. for RN and \$55.00/hr. for LPN for the 2021-2022 school year, not to exceed \$90,000) [Account #11-000-216-320-01-19/7043].



## HEALTH CARE AGREEMENT FOR SCHOOL SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into this 12th day of October 2021, by and between **INTERIM HEALTHCARE OF NORTHWEST NJ, INC.** (hereinafter "Service Provider") and Union Board of Education (hereinafter the "School District").

### RECITALS

WHEREAS, the School District is authorized to contract with health care agencies for the provision of health care services; and

WHEREAS, Service Provider is an agency placing health care staff on a temporary basis with those entities in need of such services; and

WHEREAS, the School District desires that Service Provider provide a full range of health care services in such disciplines as needed by the School District. The services to be provided include Registered Nurses (RN's) and Licensed Practicat Nurses (LPN's) (hereafter "Services"); and

WHEREAS, Service Provider is capable of and willing to provide the Services to the School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on October 12, 2021, and remain in effect through June 30, 2022, unless terminated earlier in accordance with the terms set forth herein.
2. Service Provider warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid or any health care benefit program funded by the Federal government.
3. Service Provider warrants that it will provide the School District with licensed and qualified individuals to provide the Services. Service Provider represents that all individuals provided will possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations, orders and criminal background checks. Service Provider shall provide, at the request of the School District, all documentation set forth in this paragraph.
4. Service Provider shall ensure that each individual providing Services to the School District has: (a) completed a Skills Checklist and Competency Exam; (b) has the appropriate nursing license, if applicable; and (c) has at least two(2) professional references that have been checked by Service Provider prior to providing any services to the School District. Service Provider further represents that the personnel that it sends to the School District are covered by current malpractice insurance, have

submitted a completed Employment Eligibility Verification (Form I-9), and are eligible to work at the School District's schools.

5. Service Provider agrees to obtain and submit to the School District (if requested) such health information concerning the personnel it provides to the School District as it requires, consistent with applicable law.
6. Service Provider understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances. Service Provider shall adhere to all requirements and protocols as established by and communicated to it by the School District.
7. All Service Provider personnel providing services to the School District shall be subject to approval by the School District. The School District reserves the right to reject the placement of any individual provided to it by Service Provider, consistent with applicable law.
8. Service Provider shall provide the School District with personnel, subject to the availability of appropriate personnel, on an as needed and as requested basis.
9. In consideration for the Services to be rendered by Service Provider to the School District for the period of this Agreement, upon presentation of an invoice by Service Provider evidencing such attendance in accordance with the terms set forth below, the School District will pay Service Provider at the following hourly rates:

RN	\$ 59.50
LPN	\$ 53.00

The above rates apply to all shifts. For each shift worked by one of its personnel, whether a traditional school nurse or private duty school nurse, Service Provider shall bill the School District for each hour worked. Service Provider will bill the School District in fifteen(15) minute increments for partial hours worked.

The School District will be notified in writing of any rate changes. Service Provider will submit these rate changes with 30 (thirty) days of notice prior to rate change taking effect. Any change in rates will require approval of the Union Township Board of Education.

In the event that the same nurse works for the School District for more than forty(40) billable hours during any week, the School District shall pay one and one half (1½) times the hourly rate of pay for each hour in excess of the forty(40) billable hour work week. Service Provider shall be available to provide health care services to the School District twenty-four (24) hours a day, seven (7) days a week for the entire calendar year.

If the School District hires any of the personnel provided by Service Provider within twelve (12) months of the last date worked at the School District by such personnel, the School District shall pay Service Provider a placement/buyout fee in accordance with the following schedule:

<b>Discipline</b>	<b>Fee</b>
RN	\$ 9,000
LPN	\$ 7,000

The Service Provider incurs considerable costs in advertising, recruiting and evaluation of our field staff. Thus, making a buyout agreement necessary

10. Service Provider shall furnish time sheets/cards to the personnel it sends to the School District. The appropriate School District designee must sign each time sheet/card. The School District shall maintain a copy (if desired) of the completed time sheets/cards for verification purposes. These time sheets/cards shall be used by the Service Provider to assess invoice amounts.
11. Service Provider shall submit weekly invoices for services rendered at the end of each week for which Services have been provided. The School District shall pay each invoice within thirty (30) days of its receipt. The invoice shall include time worked, types of services rendered and fees payable. The School District shall give Service Provider notice of any invoice dispute within twenty (20) days of its receipt and may withhold payment pending the resolution of such dispute. Failure to timely dispute any invoice shall not be deemed as acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy or course of action it has at law or in equity at a later date. The School District shall have the right to examine any and all accounting records as they pertain to Services provided by Service Provider.
12. The School District shall have the right to cancel any scheduled shift before the shift is scheduled to begin, provided the School District notifies Service Provider at least four (4) hours prior to the start of the first scheduled shift for that day. Otherwise, the School District will be invoiced for one half (½) of the scheduled shift(s) for that day.
13. The School District shall not incur any charges should any personnel placed by Service Provider fail to fulfill a scheduled assignment for any reason whatsoever. Service Provider shall make every effort to locate substitute personnel for the School District upon request.
14. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice. In event of termination, the parties shall adjust accounts due and Service Provider will provide no additional Services beyond those already scheduled.

15. Service Provider personnel shall prepare and submit forms related to services provided as required by the School District.
16. Service Provider agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provisions of applicable law, but in no event less than six (6) years from the date of this Agreement.
17. Service Provider shall make personnel available to the School District for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as reasonably required by the School District, and Service Provider further agrees to participate in any case conference or continuing in-service education conducted by the School District for Service Provider's staff, at the School District's expense at the rates set forth herein.
18. All employees of Service Provider shall be deemed employees of Service Provider for all purposes and Service Provider alone shall be responsible for their work, personal conduct, direction, and compensation. Service Provider acknowledges that it will not hold itself, its officers, its employees and/or its agents out as employees of the School District. Service Provider is retained by the School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the School District shall during the term hereof be that of an independent Service Provider. Neither Service Provider nor its personnel assigned hereunder shall be considered as having employee status with the School District and shall not be entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.
19. Service Provider and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.
20. Service Provider shall identify and hold harmless the School District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement, provided that any claim, damages, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Service Provider, anyone directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable, but only to the extent such claims, damages, losses or expenses are not caused in whole or in part by a party indemnified hereunder. This Section 20 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that either party would otherwise have under applicable law.

21. The Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State where the School District is located, such insurance as will protect the Service Provider and the School District from claims set forth below for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.
- I. Commercial General Liability Insurance: \$1,000,000 per occurrence / \$3,000,000 aggregate;
  - II. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles;
  - III. Statutory Workers' Compensation; and
  - IV. Professional Liability Insurance: \$1,000,000 per occurrence / \$3,000,000 aggregate.
22. The School District shall provide Service Provider with written materials outlining its policies, procedures, rules and regulations for distribution to the personnel providing the Services hereunder. It shall be the responsibility of Service Provider's personnel to fully familiarize themselves with the subject matter contained therein.
23. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, age, disability, sexual orientation, national origin or sponsorship.
24. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Service Provider:

**INTERIM HEALTHCARE OF NORTHWEST NJ, INC.**  
**2414 MORRIS AVENUE SUITE 106**  
**UNION NJ 07083-5708**

School District:

Union Board of Education

2369 Morris Avenue

Union NJ 07083

25. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
26. This Agreement shall be governed by the laws of the State where the School District is located. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
27. This Agreement constitutes the full and complete Agreement between the School District and Service Provider, and supersedes all prior written and oral agreements. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
28. The undersigned representative of Service Provider hereby represents and warrants that the undersigned is an officer, director, or agent of Service Provider with full legal rights, power, and authority to enter into this Agreement on behalf of Service Provider and bind Service Provider with respect to the obligations enforceable against Service Provider in accordance with its terms.
29. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**INTERIM HEALTHCARE OF NORTHWEST NJ, INC.**

UNION BOARD OF EDUCATION

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: John R. Stanton – President, CEO

Name: \_\_\_\_\_