

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES
PERTAINING TO**

This AGREEMENT is made and entered into this 2nd day of September, 2014, by BAYADA Home Health Care, Inc., with a service office located at 1144 Hooper Ave., Suite 201A, Toms River, New Jersey 08753 (hereinafter referred to as BAYADA) and Brick Township Board of Education, located 101 Hendrickson Avenue, Brick, New Jersey, 08724 (hereinafter referred to as SCHOOL).

BAYADA is a home health care agency, engaged in the business of providing nursing services and SCHOOL has identified a need for in-school nursing care of its student, #214-102, (hereinafter referred to as STUDENT).

WHEREAS, it is the desire of both parties to make provision for on site daily nursing care for STUDENT, 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 will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the State of New Jersey, and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. BAYADA will make available for inspection, upon the request of SCHOOL, the personnel files of its nurses who are caring for STUDENT. The contents of such file must 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 will provide an RN or LPN to care for STUDENT each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting STUDENT to and from SCHOOL on the school bus and providing care to STUDENT during the school day. 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 or other specified location where STUDENT will be during the school day. 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 will 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 will maintain Workers' Compensation insurance for its employees providing services to STUDENT.

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, will 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. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., 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. 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.

- E. 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.
- F. 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 \$51.00/hour for RN services and \$41.00/hour for LPN services provided under this Agreement. SCHOOL will also pay for all time the BAYADA employee spends on the bus or otherwise transporting the client to and from SCHOOL.
- B. BAYADA will forward to SCHOOL an itemized bill on a weekly basis. Each weekly bill will itemize the name of the BAYADA employee providing care, the date of service, the type and length of service provided.
- 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, 2014 and will remain in effect through June 30, 2015.
- 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 listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. 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: 9-1-14



Cathy Mamola
Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: _____

James W. Edwards, Jr. CPA
Business Administrator/ Board Secretary
Signing with authority for
Brick Township Board of Education