

Preferred Home Health Care & Nursing Services, Inc.

SCHOOL STAFFING AGREEMENT

Student: J.M.

This Agreement is entered into this 7th day of February 2020, by and between **Franklin Lakes Board Of Education**, located at **490 Pulis Ave, Franklin Lakes, NJ 07417**, referred to in this Agreement as **SCHOOL**, and **Preferred Home Health Care & Nursing Services, Inc.** including its affiliates and subsidiaries, with an office located at **45 Main Street (Highway 35) Eatontown, NJ 07724** referred to in this Agreement as **PREFERRED**.

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage PREFERRED to provide such personnel to supplement SCHOOL staff.

PREFERRED employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and PREFERRED agree to the following terms and conditions.

ARTICLE 1. - TERM OF AGREEMENT

Section 1.01 **Term and Termination.** This Agreement will be in effect for one (1) SCHOOL calendar year 02/18/2020-06/30/2020. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date 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.

ARTICLE 2. - RESPONSIBILITIES OF PREFERRED

Section 2.01 **Services.** Subject to availability of qualified Personnel *CHHA(s), RN(s) and LPN(s)*, PREFERRED will, upon request by SCHOOL, provide one-on-one nursing services to physically and/or mentally challenged SCHOOL STUDENT(s). PREFERRED may also provide a SCHOOL nurse for sick days and vacation days for the regular/full-time SCHOOL nursing staff. Services will be provided according to the SCHOOL calendar year, provided by SCHOOL and includes, but not limited to, traveling to and/or from SCHOOL on transportation provided by SCHOOL.

Section 2.02 **Personnel.** PREFERRED will supply SCHOOL with personnel who meet the following criteria:

A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.

B. Meet PREFERRED and SCHOOL conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.

Section 2.03 **Nurse Pool.** PREFERRED will establish a back-up personnel pool to provide coverage in the event of personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

Section 2.04 **Insurance.** PREFERRED will maintain (*at its sole expense*), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in aggregate covering acts or omissions which may give rise to liability for services under this Agreement. PREFERRED will provide a certificate of insurance evidencing such coverage upon request by SCHOOL.

Section 2.05 **Additional Insured Status and Certificate of Insurance.** The SCHOOL(s), along with their respective officers, agents and employees, shall be named as Additional Insured's for Operations and Products / Completed Operations on the Contractors' Commercial General Liability Policy and the Contractor's Automobile Liability, which must be primary and noncontributory with respect to the Additional Insured's.

Section 2.06 **Employer Obligations.** PREFERRED will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. PREFERRED, or its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation and unemployment insurance.

ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

Section 3.01 **Responsibility for Student Care.** SCHOOL retains full authority for STUDENT(s) care while using PREFERRED personnel.

Section 3.02 **Individual Education Programs (IEP).** Services to be provided will be determined by the individual students IEP. SCHOOL will provide PREFERRED with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the STUDENT(s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT(s) physician.

Section 3.03 **Right to Dismiss.** If SCHOOL(s) Board or designee determines that anyone provided by PREFERRED is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify PREFERRED immediately. SCHOOL(s) obligation to compensate PREFERRED for such personnel services will be limited to the number of hours actually worked. PREFERRED will not reassign such personnel to SCHOOL without prior approval of the SCHOOL(s) Board or designee. PREFERRED has the right to cure such incompetence by replacing incompetent personnel with competent personnel.

Section 3.04 **Insurance.** SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to PREFERRED prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.

Section 3.05 **Placement Fee.** SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by PREFERRED during the term of this Agreement. SCHOOL understands PREFERRED is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become full-time employees by the SCHOOL. The SCHOOL further acknowledges the substantial investment in business related costs incurred by PREFERRED to include advertisement, recruitment, interviewing, evaluation, reference, checks, training and supervising personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel who has been introduced to SCHOOL through this Agreement, SCHOOL agrees to give PREFERRED one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through PREFERRED for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice

period or SCHOOL agrees to pay PREFERRED liquidated damages of thirty thousand dollars (\$30,000.00) or the sum of thirty percent (30%) of such Personnel annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. - MUTUAL RESPONSIBILITIES

Section 4.01 **Orientation.** PREFERRED will cooperate with SCHOOL to provide PREFERRED personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient PREFERRED personnel to its hazardous communication procedures and the SCHOOL - specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

Section 4.02 **Non-discrimination.** Neither PREFERRED nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era or any other category protected by law.

ARTICLE 5. - COMPENSATION

Section 5.01 **Rates** PREFERRED will supply personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 **Billing.** PREFERRED will submit invoices to SCHOOL every week for personnel provided to SCHOOL. Invoices are to be sent to the following SCHOOL address:

**Franklin Lakes Board Of Education
490 Pulis Ave,
Franklin Lakes, NJ 07417**

Section 5.03 **Payment.** All amounts due to PREFERRED are due and payable within thirty (30) days from date of invoice. SCHOOL will send all payment to the following address:

**Preferred Home Health Care & Nursing Services, Inc.
PO BOX 826408
Philadelphia, PA 19182-6408**

Please send executed contracts and purchase orders to the following address:

**Preferred Home Health Care & Nursing Services, Inc.
45 Main Street (Highway 35)
Eatontown, NJ 07724
P: (732) 443-8100
F: (732) 443-8101
contracts@preferredcares.com**

Section 5.04 **Late Payment.** Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.05 **Rate Change.** PREFERRED will give SCHOOL at least thirty (30) days advance written notice of any change in billing/hourly rates.

ARTICLE 6. - GENERAL TERMS

Section 6.01 **Independent Contractors.** The parties enter into this Agreement as independent contractors, and

nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

Section 6.02 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

Section 6.03 **Indemnification.** Both parties, PREFERRED and SCHOOL, agree to indemnify and hold harmless each other, their respective directors, officers, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of either PREFERRED or SCHOOL, their respective directors, officers, employees or agents under this Agreement.

Section 6.04 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.05 **Entire Contract.** This Agreement constitutes the entire contract between SCHOOL and PREFERRED regarding the services covered under this Agreement. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

Section 6.06 **Availability of Personnel.** The parties agree that PREFERRED(s) duty to supply personnel on request of SCHOOL is subject to the availability of qualified SCHOOL personnel. The failure of PREFERRED to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.07 **Compliance with Laws.** PREFERRED agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 **HIPAA Compliance.** In instance where PREFERRED received Protected Health Information, (PHI), herein referred to as HIPAA from SCHOOL, PREFERRED agrees that it shall:

1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.

2) No use or further disclosure of any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PREFERRED shall implement appropriate safeguards to prevent the use or disclosure of a patient(s) PHI other than as provided for by this Agreement.

3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

**ATTACHMENT A
PREFERRED HOME HEALTH CARE & NURSING SERVICES, INC.
SCHOOL STAFFING RATES**

A school day consists of hours worked. (Nine (9) hours is the standard billing per day, but varies.)
Transportation only cases will be billed at 2.5 hours in the AM and PM.

If special needs one-on-one services are provided, charges will be based on a rate of \$54 per hour for services rendered by a LPN.

If special needs one-on-one services are provided, charges will be based on a rate of \$59 per hour for services rendered by a RN.

SCHOOL and PREFERRED have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

Franklin Lakes Board Of Education

Preferred Home Health Care & Nursing Services, Inc.

Signature

Signature

Todd Thiede CFO

Printed Name and Title

Printed Name and Title

Date

Date