

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: Dr. Gretel Perez  
Gerald Benaquista  
Diane Cappiello  
Yolanda Koon  
Bernadetta Watson

From: Kim Conti 

Re: Board Agenda Item

Date: May 1, 2023

Approve Epic Health Services Inc. d/b/a Avenna Healthcare, to provide Nursing Services, at the rate of \$75.00 for RN and \$70.00 for LPN, as well as provide nursing transportation services at the rate of \$150.00 per trip, not to exceed \$100,000.00 for the 2023-2024 school year. (Acct # 11-000-216-320-01-19)

## SCHOOL PROVIDER AGREEMENT

This School Provider Agreement (the "Agreement"), effective July 1, 2023, is **Union Township Board of Education ("SCHOOL")** and Epic Health Services, Inc. d/b/a Aveanna Healthcare ("AVEANNA") with a location at 77 Brant Avenue, Suite 320, Clark, NJ 07066.

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 personnel 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:

### 1. Obligations of AVEANNA.

a. **General.** AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein by reference) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. 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. agreed to herein.

b. **Provision of Services.** AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. **Personnel.** AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall 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.** SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase.

b. **Policies and Procedures.** SCHOOL shall 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

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 amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

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 shall be 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 hereunder shall 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 personally served on the party to whom notice is to be given, then on the date of service, (ii) 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, or (iii) 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 therewith; in each case, at such party's address set forth on the signature page hereto or to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

l. **Waiver.** Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall 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.

Union Township Board of Education  
2369 Morris Avenue  
Union, NJ 07083

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Epic Health Services, Inc. dba Aveanna Healthcare  
400 Interstate N. Parkway, SE Suite 1600  
Atlanta, GA 30339  
Attn: Contracts Dept

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TIN: 26-3203921

AVEANNA HEALTHCARE

Schedule "A"  
Services/Fee Schedule

Billable hours include:

- Hours that Student 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
RN	\$75.00
LPN	\$70.00
Transport Nurse RN & LPN*	\$150.00 per trip (up to 2 hours, then 1:1 hourly rate for additional hours)
Skilled Nursing Visit RN & LPN	\$100.00 (up to 2 hours, then 1:1 hourly rate for additional hours)
Certified Nursing Assistant / Home Health Aide	\$40.00

\*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. Services that exceed the initial two hours will be billed at the RN or LPN contract rate.

Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.

- B. Provider shall forward to Board an itemized bill on a monthly basis unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be compensated in accordance with the rates set forth in its Proposal, provided that **the total compensation to be paid for the 2023-2024 school year shall not exceed \$100,000.00.**

#### VI. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

#### VII. Public Contracting Requirements

- A. **Non-Collusion.** The Provider warrants 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. **Business Registration.** Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. **Pay-To-Play.** Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. **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 conformity 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.

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

#### **VIII. 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 courts of the State of New Jersey.
- 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. 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.
- F. Entire Agreement. Each Attachment, Fee Schedule, Proposal 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, but to the extent any terms included in a Proposal conflict with the terms of the Rider, this Rider takes precedence.

G. 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.

**H. NOTICE**

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

**Notices to the Board shall be delivered to:**  
Yolanda Koon , Business Administrator/Secretary  
Union Township Board of Education  
2369 Morris Avenue  
Union, New Jersey 07083

With a copy of legal notices to:  
Lester E. Taylor, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

**Notices to Provider shall be delivered to:**

**Managed Care Department  
Epic Health Services, Inc dba Aveanna Healthcare  
400 Interstate N. Parkway, SE, Suite 1600  
Atlanta, GA 30339**

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

\_\_\_\_\_  
Print name/Title:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_