

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Dr. Scott Taylor
C: Gerald Benaquista, Yolanda Koon, Kim Conti, Bernadette Watson, Diane Cappiello
FROM: Joseph Seugling
RE: Board Agenda
DATE: 2021-10-13

Approve Vital Home Care Agency LLC to provide nursing services to district students at a rate of \$60.00/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].

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this _____ day of _____

CLIENT

Township of Union Public Schools
(the "client")

CONTRACTOR

Vital Home Care Agency LLC
150 Mountain Ave Suite 2-11 Hackettstown, NJ
07840
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Nursing Services for student
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2022, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2022, that Party will be required to provide 30 days' written notice to the other Party.

TIME OF THE ESSENCE

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

SEVERABILITY

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Indep. ...

...

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____

Township of Union Public Schools

Per: _____ (Seal)

Vital Home Care Agency LLC

Per: _____ (Seal)

...

CERTIFICATE OF ACCREDITATION

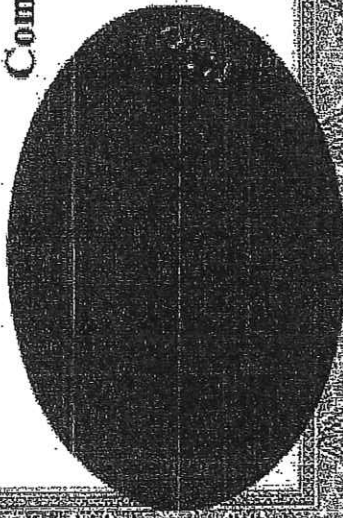
In Recognition for Having Successfully Met
or Exceeded Five Industry-Leading Standards of Excellence and
by the Power Vested in the Commission on Accreditation for Home Care
by the State of New Jersey

Vital Home Care Agency, LLC

*150 Mountain Avenue, Suite 2-11
Hackettstown, NJ 07840*

is Hereby Certified with

Full Accreditation
for
Community Based Skilled Nursing



Norman D. Azzam, R.N.
Director of Accreditation

August 30, 2021 - August 31, 2022
Date