

**2022-23 Private Provider One-Year Budget Planning Worksheet**

Classrooms Serving Contracted Eligible Children:	2
Contracted Eligible Children:	30
Other Students in Classrooms with Contracted Eligible Children:	-
All Other Classrooms:	5
All Other Children:	50

District Name:	Hillside
Provider Name:	Little Bears
Program Type:	Other Private Provider
Non-profit Status:	Center/parent company is for-profit
Facility Ownership:	Site facilities leased from unrelated party
DCF License Number:	20LIT0006

District School Calendar Days:	185
DOE Share of Annual Costs:	75.51%

Expense	FTE/ Quantity	Unit Cost / Average Unit Cost	DOE Share of Costs in Contracted Classrooms		Total Cost
<b>EDUCATIONAL PROGRAM COSTS</b>					
Teacher Salary	2.00	\$54,500	100.00%		\$109,000
Teacher Assistant Salary	2.00	\$26,500	100.00%		\$53,000
Floating Teacher Assistant Salary	0.50	\$26,000	100.00%		\$13,000
Teacher/Assistant Teacher Benefits	4.00	\$2,709	100.00%		\$10,836
Substitute Teacher Stipend	1.00	\$10,000	100.00%		\$10,000
Substitute Assistant Teacher Stipend	1.00	\$10,000	100.00%		\$10,000
Classroom Materials and Supplies	2.00	\$22,650	100.00%		\$45,300
Classroom Technology	2.00	\$2,150	100.00%		\$4,300
Field Trips w/ Transportation	30.00	\$500	100.00%		\$15,000
Family Worker Salary	0.67	\$26,500	81.63%		\$14,422
Family Worker Benefits			81.63%		\$0
Expense	FTE/ Quantity	Unit Cost / Average Unit Cost	DOE Share of Annual Costs	DOE Share of Center-Wide Costs	Total Cost
<b>Food-Related Costs (CACFP participant, non-reimbursable costs)</b>					
Food (for contracted preschool children only)		\$5,945	100.00%		\$5,945
Food Worker Salary (cook)	1.00	\$26,500	75.51%	37.50%	\$7,504
Food Worker Benefits (cook)			75.51%	37.50%	\$0
Assistant Food Worker Salary (asst. cook)			75.51%	37.50%	\$0
Assistant Food Worker Benefits (asst. cook)			75.51%	37.50%	\$0
<b>Employer Payroll Taxes (For Educational Program Positions only)</b>					
Social Security (6.20%)					\$13,449
Medicare (1.45%)					\$3,145
Unemployment (2.80%)					\$6,074
Disability (0.50%)					\$1,085
<b>SUBTOTAL, Educational Program Costs</b>					<b>\$322,060</b>

Expense	FTE	Total Cost	DOE Share of Annual Costs	DOE Share of Center-Wide Costs	Total Cost
<b>ADMINISTRATIVE SUPPORT AND INDIRECT COSTS</b>					
<b>SUPPORT COSTS</b>					
Director Salary	1.00	\$72,000	75.51%	37.50%	\$20,388
Director Benefits	1.00	\$9,909	75.51%	37.50%	\$2,806
Clerical Salary	1.00	\$24,640	75.51%	37.50%	\$6,977
Clerical Benefits	1.00	\$1,120	75.51%	37.50%	\$317
Custodian Salary	2.00	\$6,000	75.51%	37.50%	\$3,398
Custodian Benefits	2.00	\$0	75.51%	37.50%	\$0
Security Guard Salary			75.51%	37.50%	\$0
Security Guard Benefits			75.51%	37.50%	\$0
Social Security (6.20%)					\$1,907
Medicare (1.45%)					\$446
Unemployment (2.80%)					\$861
Disability (0.50%)					\$154
Expense		Total Cost	DOE Share of Annual Costs	DOE Share of Center-Wide Costs	Total Cost
<b>INDIRECT COSTS -- SPACE COSTS</b>					
Rent, Mortgage, Other Space Costs		\$137,340	75.51%	37.50%	\$38,890
Expense		Total Cost	DOE Share of Annual Costs	DOE Share of Center-Wide Costs	Total Cost
<b>INDIRECT COSTS -- ALL OTHER ALLOWABLE INDIRECT</b>					
Office Equipment>\$2000 and Repair		\$5,500	75.51%	37.50%	\$1,557
Office Materials and Supplies		\$14,500	75.51%	37.50%	\$4,106
Food-Related Paper Supplies		\$8,800	75.51%	37.50%	\$2,492
Cleaning Supplies		\$17,200	75.51%	37.50%	\$4,870
Food for Meetings		\$5,200	75.51%	37.50%	\$1,472
Building/Grounds Maintenance/Repair		\$13,550	75.51%	37.50%	\$3,837
Utilities		\$17,900	75.51%	37.50%	\$5,069
Telecommunications Services		\$4,636	75.51%	37.50%	\$1,313
Security		\$2,035	75.51%	37.50%	\$576
Insurance		\$19,150	75.51%	37.50%	\$5,423
Accounting Fees		\$5,000	75.51%	37.50%	\$1,416
Payroll Preparation Fees		\$2,280	75.51%	37.50%	\$646
Advertising		\$5,200	75.51%	37.50%	\$1,472
Staff Transportation		\$8,480	75.51%	37.50%	\$2,401
Profit, if Applicable (Max of 2.5% of Ed Costs)		\$5,400	100.00%	100.00%	\$5,400
<b>Subtotal of Above Administrative Support and Indirect Costs</b>					<b>\$118,194</b>
<b>Other Approved Budgeted Costs</b>					
Playground Equipment					\$30,000
Classroom Technology Equipment					\$3,000
Instructional Equipment					\$27,000
Classroom Materials and Supplies					\$4,851
(Insert item name or brief description on this line.)					\$0
<b>SUBTOTAL, Other Approved Budgeted Costs</b>					<b>\$64,851</b>

PROVIDER PROGRAM TOTALS	
Total Cost	\$505,105
Per-Pupil Cost	\$16,837
DISTRICT ADJUSTMENTS (amounts withheld for items to be purchased by the district) FOR DISTRICT USE ONLY	
(Describe expense to be adjusted and enter negative amount.)	\$0
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Total Cost Less District Adjustments	\$505,105
Per-Pupil Cost Less District Adjustments	\$16,837

the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion (UNEP 1999).

There is a growing awareness of the need to protect the environment for the benefit of future generations. The United Nations Conference on Environment and Development (UNCED) in 1992 was the first time that the world's governments met to discuss the environment. The conference resulted in the adoption of the Rio Declaration on Environment and Development, which set out 26 principles for sustainable development. The principles emphasize the need to protect the environment for the benefit of future generations, and to ensure that development is sustainable. The Rio Declaration also emphasizes the need to protect the environment for the benefit of future generations, and to ensure that development is sustainable.

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**UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS**  
**1776 Raritan Road \* Scotch Plains, NJ 07076**

**TUITION AGREEMENT**  
**2022-2023**

This *Agreement* made this *first* day of *September 2022*, by and between the **BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION**, whose address is 1776 Raritan Road, Scotch Plains, New Jersey, hereinafter designated as "**UCVTS**", and

**HILLSIDE BOARD OF EDUCATION**, whose office is located at 195 Virginia Street, Hillside, New Jersey, hereinafter designated as "**Sending District**".

**WHEREAS**, **UCVTS** is a vocational school district established pursuant to the laws of the State of New Jersey, and

**WHEREAS**, N.J.A.C. 6:43-4.2 requires vocational school districts to enter into written contractual agreements with other Boards of Education from whom students are received, and

**WHEREAS**, the **Sending District** has expressed its intention to send students to **UCVTS**,

**NOW, THEREFORE**, for mutual covenants and promises, the parties herein agree as follows:

**1. TERM OF AGREEMENT**

The term of this agreement shall be from **September 1, 2022 to June 30, 2023** which period shall also be known as the **2022-2023 school year** or a part thereof, whichever is applicable.

**2. STUDENTS**

The **Sending District** agrees to send and **UCVTS** agrees to receive the students enrolled in the programs during the **2022-2023 school year**.

**3. PAYMENT OF TUITION**

The **Sending District** agrees to pay tuition for the students sent to **UCVTS** during the **2022-2023 school year** as follows:

<u>Program</u>	<u>Status</u>	<u>Tuition</u>
Union County Academy for Allied Health Sciences	Full-time	\$6,000.00
Union County Academy for Information Technology	Full-time	\$6,000.00
Union County Magnet High School for Science, Mathematics & Technology	Full-time	\$6,000.00
Union County Vocational-Technical High School	Full-time	\$6,000.00
Union County Academy for the Performing Arts	Full-time	\$6,000.00
Union County Career & Technical Institute	Shared-time	\$2,500.00
All Self-Contained Special Needs Vocational-Technical Programs	Shared-time	\$4,000.00
Transition Program (attends AM & PM Class)	Full-Time	\$10,000.00
<b>**Out of County Tuition</b>		
Full-time		\$9,000.00
Shared-time		\$3,750.00
Self-Contained Special Needs – Shared-time		\$6,000.00
Transition Program (attends AM & PM Class)		\$15,000.00

**Tuition for the entire month shall be due and payable if a student attends UCVTS for at least five (5) school days.**

Continued .....

**UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS  
1776 Raritan Road \* Scotch Plains, NJ 07076**

**TUITION AGREEMENT  
2022-2023**

**Page 2**

**4. TUITION RATES**

The tuition as set forth in paragraph 3 has been developed pursuant to N.J.A.C. 6:20-3.3.

**5. ASSURANCES**

**UCVTS** assures the **Sending District** that all its educational programs are operated in accordance with the laws of the State of New Jersey and the rules and regulations of the State Board of Education.

**6. ENROLLMENT REPORT**

**UCVTS** agrees to provide the **Sending District** a monthly enrollment and attendance report upon request.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their seals to be affixed hereon the day and year first above written.

**BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE  
COUNTY OF UNION**

**HILLSIDE  
BOARD OF EDUCATION**

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_  
SECRETARY

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**HILLSIDE  
BOARD OF EDUCATION**

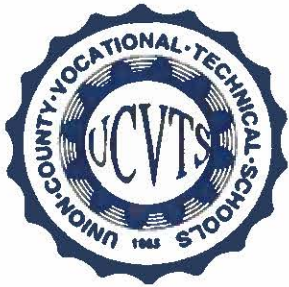
BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_  
SECRETARY





# UNION COUNTY VOCATIONAL - TECHNICAL SCHOOLS

1776 RARITAN ROAD SCOTCH PLAINS, NEW JERSEY 07076-2997  
(908) 889-8288 Ext. 115 Fax: (908) 889-5554 Email: [jbehrmann@ucvts.org](mailto:jbehrmann@ucvts.org)

**Janet Behrmann**  
BUSINESS ADMINISTRATOR

May 25, 2022

Mr. Erskine Glover  
Superintendent of Schools  
Hillside Public Schools  
195 Virginia Street  
Hillside, NJ 07205

Dear Mr. Glover:

Attached is your district Tuition Agreement Contract for the 2022-2023 school year.

Please sign both copies and return one copy to my attention at your earliest convenience.

Should you have any questions on tuition costs, billing procedures, enrollment figures or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Janet Behrmann". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Janet Behrmann  
School Business Administrator

Attachments

cc: Mrs. Gwendolyn Ryan, Superintendent

the 1990s, the number of people with a diagnosis of schizophrenia has increased in the United Kingdom (Meltzer 1998). This has led to a growing reliance on the use of drugs to manage the condition.

There is a growing awareness of the need to develop a more holistic approach to the management of people with a diagnosis of schizophrenia. This approach should take account of the individual's social and cultural context, as well as their physical and mental health. The aim of this paper is to explore the role of the nurse in the management of people with a diagnosis of schizophrenia, and to discuss the challenges that nurses face in this role.

The paper is organized as follows. First, we discuss the prevalence of schizophrenia and the impact of the condition on the individual and society. Second, we discuss the role of the nurse in the management of people with a diagnosis of schizophrenia, and the challenges that nurses face in this role. Third, we discuss the need for a more holistic approach to the management of people with a diagnosis of schizophrenia, and the role of the nurse in this approach. Finally, we discuss the need for further research in this area.

Prevalence of schizophrenia. Schizophrenia is a chronic mental health condition that affects approximately 1% of the population (Meltzer 1998). It is characterized by a range of symptoms, including hallucinations, delusions, and disorganized thinking. The condition typically develops in late adolescence or early adulthood, and is often associated with a family history of the condition.

The impact of schizophrenia on the individual and society is significant. People with a diagnosis of schizophrenia often experience a range of difficulties, including social isolation, unemployment, and homelessness. The condition also has a significant impact on the economy, with people with a diagnosis of schizophrenia costing the UK economy an estimated £1.5 billion per year (Meltzer 1998).

The role of the nurse in the management of people with a diagnosis of schizophrenia. The nurse plays a central role in the management of people with a diagnosis of schizophrenia. This role involves a range of activities, including assessing the individual's needs, providing education and support, and monitoring the individual's response to treatment.

One of the challenges that nurses face in this role is the need to provide a holistic approach to the management of the individual. This approach should take account of the individual's social and cultural context, as well as their physical and mental health. The nurse should also be aware of the need to provide a range of services, including psychological, social, and physical health services.

## **PROVIDER AGREEMENT**

This Provider Agreement (the "Agreement"), dated July 1, 2022, is between **Hillside Board of Education** ("SCHOOL") and **Epic Health Services, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student; 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 services outlined in Schedule A, as appropriate ("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) 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.

e. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

### **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. SCHOOL shall pay only for the Services actually provided.

b. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

### 3. **Term/Termination.**

**This Agreement shall be effective July 1, 2022 through June 30, 2023.** Either party may terminate this Agreement at any time upon thirty (30) days written notice 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.

### 4. **Miscellaneous.**

#### a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;



(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's 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.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. 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.

h. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of New Jersey.

i. **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.

j. **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 to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. **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.

The authorized representatives of the parties have signed this Agreement.

**Hillside Board of Education**  
**195 Virginia St**  
**Hillside, NJ 07205**  
**908-352-7664**

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

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

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

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

**INVOICE/BILLING ADDRESS:**

**Contact Name and phone number for questions related to invoices**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

\_\_\_\_\_ - Weekly

\_\_\_\_\_ - Monthly

Email address for invoice submission: \_\_\_\_\_

Date final invoices for the school year must be received by school: \_\_\_\_\_

Purchase order number ☐ Is Required ☐ Is NOT on invoices submitted to the school

Time Sheets ☐ Are Required ☐ Are NOT Required back up documentation with invoices

**Epic Health Services, Inc dba Aveanna Healthcare**  
**400 Interstate N. Parkway, SE Suite 1600**  
**Atlanta, GA 30339**  
**Attn: Contracts Dept**  
**[contracting@aveanna.com](mailto:contracting@aveanna.com)**

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 26-3203921

## **AVEANNA HEALTHCARE**

### **Schedule "A" Services/Fee Schedule**

<b>Service</b>	<b>Hourly Rates</b>
Substitute Nurse RN	\$70.00
Substitute Nurse RN	\$65.00
Transport Nurse RN/LPN	\$ 150 (up to 2 hours, then hourly rate)

\*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 1:1 RN or 1:1 LPN contract rate.

**Billable hours include:**

Hours that Student(s) 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



## **PROVIDER AGREEMENT**

This Provider Agreement (the "Agreement"), dated July 1, 2022, is between **Hillside Board of Education** ("SCHOOL") and **Epic Health Services, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student 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 services outlined in Schedule A, as appropriate ("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) 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.

e. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

### **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. SCHOOL shall pay only for the Services actually provided.

b. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

### 3. **Term/Termination.**

**This Agreement shall be effective July 1, 2022 through June 30, 2023.** Either party may terminate this Agreement at any time upon thirty (30) days written notice 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.

### 4. **Miscellaneous.**

#### a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's 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.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. 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.

h. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of New Jersey.

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j. **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 to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. **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.



The authorized representatives of the parties have signed this Agreement.

**Hillside Board of Education**  
**195 Virginia St**  
**Hillside, NJ 07205**  
**908-352-7664**

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

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

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

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

**INVOICE/BILLING ADDRESS:**

**Contact Name and phone number for questions related to invoices**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

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\_\_\_\_ - Monthly

Email address for invoice submission: \_\_\_\_\_

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Purchase order number ☐ Is Required ☐ Is NOT on invoices submitted to the school

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**Epic Health Services, Inc dba Aveanna Healthcare**  
**400 Interstate N. Parkway, SE Suite 1600**  
**Atlanta, GA 30339**  
**Attn: Contracts Dept**  
**[contracting@aveanna.com](mailto:contracting@aveanna.com)**

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 26-3203921

## AVEANNA HEALTHCARE

### Schedule "A" Services/Fee Schedule

Service	Hourly Rates
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Substitute Nurse RN	\$65.00
Transport Nurse RN/LPN	\$ 150 (up to 2 hours, then hourly rate)

\*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 1:1 RN or 1:1 LPN contract rate.

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SCHOOL

## **PROVIDER AGREEMENT**

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WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student: **A. Norflet** 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 services outlined in Schedule A, as appropriate ("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) 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.

**e. Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

### **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. SCHOOL shall pay only for the Services actually provided.

**b. Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

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#### **a. Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

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**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's 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.

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i. **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.

j. **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 to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. **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.



The authorized representatives of the parties have signed this Agreement.

**Hillside Board of Education**  
**195 Virginia St**  
**Hillside, NJ 07205**  
**908-352-7664**

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

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

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

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

**INVOICE/BILLING ADDRESS:**

**Contact Name and phone number for questions related to invoices**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

\_\_\_\_\_ - Weekly

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Email address for invoice submission: \_\_\_\_\_

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Purchase order number ☐ Is Required ☐ Is NOT on invoices submitted to the school

Time Sheets ☐ Are Required ☐ Are NOT Required back up documentation with invoices

**Epic Health Services, Inc dba Aveanna Healthcare**  
**400 Interstate N. Parkway, SE Suite 1600**  
**Atlanta, GA 30339**  
**Attn: Contracts Dept**  
[\*\*contracting@aveanna.com\*\*](mailto:contracting@aveanna.com)

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 26-3203921

**AVEANNA HEALTHCARE**

**Schedule "A"**  
**Services/Fee Schedule**

<b>Service</b>	<b>Hourly Rates</b>
1:1 RN	\$70.00
1:1 LPN	\$65.00

**Billable hours include:**

Hours that Student(s) 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

## **PROVIDER AGREEMENT**

This Provider Agreement (the "Agreement"), dated July 1, 2022, is between **Hillside Board of Education** ("SCHOOL") and **Epic Health Services, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student: **B. Nascimento** 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 services outlined in Schedule A, as appropriate ("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) 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.

e. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

### **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. SCHOOL shall pay only for the Services actually provided.

b. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

### 3. **Term/Termination.**

**This Agreement shall be effective July 1, 2022 through June 30, 2023.** Either party may terminate this Agreement at any time upon thirty (30) days written notice 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.

### 4. **Miscellaneous.**

#### a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's 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.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. 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.

**h. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of New Jersey.

**i. 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.

**j. 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 to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

**k. 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.



The authorized representatives of the parties have signed this Agreement.

**Hillside Board of Education**  
**195 Virginia St**  
**Hillside, NJ 07205**  
**908-352-7664**

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

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

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

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

**INVOICE/BILLING ADDRESS:**  
**Contact Name and phone number for questions related to invoices**

**BILLING FREQUENCY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ - Weekly  
\_\_\_\_ - Monthly

Email address for invoice submission: \_\_\_\_\_

Date final invoices for the school year must be received by school: \_\_\_\_\_

Purchase order number ☐ Is Required ☐ Is NOT on invoices submitted to the school

Time Sheets ☐ Are Required ☐ Are NOT Required back up documentation with invoices

**Epic Health Services, Inc dba Aveanna Healthcare**  
**400 Interstate N. Parkway, SE Suite 1600**  
**Atlanta, GA 30339**  
**Attn: Contracts Dept**  
**[contracting@aveanna.com](mailto:contracting@aveanna.com)**

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 26-3203921

**AVEANNA HEALTHCARE**

**Schedule "A"**  
**Services/Fee Schedule**

<b>Service</b>	<b>Hourly Rates</b>
1:1 RN	\$70.00
1:1 LPN	\$65.00

Billable hours include:

Hours that Student(s) is in school, including school-related activities such as field trips  
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## **PROVIDER AGREEMENT**

This Provider Agreement (the "Agreement"), dated July 1, 2022, is between **Hillside Board of Education** ("SCHOOL") and **Epic Health Services, Inc. d/b/a AVEANNA Healthcare**. ("AVEANNA").

WHEREAS, SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student: **E. Dover** 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 services outlined in Schedule A, as appropriate ("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) 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.

e. **Invoice.** AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

### **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. SCHOOL shall pay only for the Services actually provided.

b. **Fee Schedule.** SCHOOL shall pay AVEANNA for Services rendered in accordance with Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

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### 4. **Miscellaneous.**

#### a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. **Insurance.** As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement;

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

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(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

**c. Independent Contractor.** AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

**d. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly-owned affiliates at any time upon giving notice to the other party.

**e. Confidentiality.** AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's 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.

**f. Amendment.** No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

**g. 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.

h. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of New Jersey.

i. **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.

j. **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 to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. **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.



The authorized representatives of the parties have signed this Agreement.

**Hillside Board of Education**  
**195 Virginia St**  
**Hillside, NJ 07205**  
**908-352-7664**

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

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

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

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

**INVOICE/BILLING ADDRESS:**

Contact Name and phone number for questions related to invoices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BILLING FREQUENCY:**

\_\_\_\_\_ - Weekly

\_\_\_\_\_ - Monthly

Email address for invoice submission: \_\_\_\_\_

Date final invoices for the school year must be received by school: \_\_\_\_\_

Purchase order number ☐ Is Required ☐ Is NOT on invoices submitted to the school

Time Sheets ☐ Are Required ☐ Are NOT Required back up documentation with invoices

**Epic Health Services, Inc dba Aveanna Healthcare**  
**400 Interstate N. Parkway, SE Suite 1600**  
**Atlanta, GA 30339**  
**Attn: Contracts Dept**  
**[contracting@aveanna.com](mailto:contracting@aveanna.com)**

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

Print Name: James Elkington

Title: SVP Revenue Cycle Management

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

Tax ID # 26-3203921

**AVEANNA HEALTHCARE**

**Schedule "A"**  
**Services/Fee Schedule**

<b>Service</b>	<b>Hourly Rates</b>
1:1 RN	\$70.00
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**Billable hours include:**

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SCHOOL

