

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES
PERTAINING TO LAINEY C. #156-449**

This AGREEMENT is made and entered into this ~~843~~th day of ~~April~~^{June}, 2018, by **BAYADA Home Health Care, Inc.**, with a service office located at 9755 Dogwood Road, Suite 260, Roswell, GA 30075 (hereinafter referred to as **BAYADA**) and **Barrow County Schools**, located at 179 West Athens Street, Winder, GA 30680 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing nursing services and **SCHOOL** has identified a need for in-school nursing care of its student, **L. C. #156-449**, (hereinafter referred to as **STUDENT**).

WHEREAS, it is the desire of both parties to make provision for on site daily nursing care for **STUDENT**, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the State of Georgia, and will provide services pursuant to the applicable state laws. Upon request of **SCHOOL**, **BAYADA** agrees to replace personnel to whom **SCHOOL** has raised a reasonable, written objection.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file may include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from school on the school bus and providing care to **STUDENT** during the school day in accordance with generally recognized standards of competency and professionalism. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district or other specified location where **STUDENT** will be during the school day. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement in the minimum amount of \$1,000,000 per occurrence. Upon request, BAYADA will provide School with a Certificate of Insurance to this effect, as well as with regard to item (2) below.
2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, including claims for unpaid overtime, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

H. Policies and Procedures. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting, including but not limited to maintaining the confidentiality of all personally identifiable student information or personal medication information as required by Georgia or federal law, and/or BOE policies and procedures.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.
2. **SCHOOL** will maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel for which the School may be liable under Georgia law and which are covered by School Liability Insurance.

D. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for

SCHOOL, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee will apply to any **BAYADA** employee **SCHOOL** wishes to hire.

- E. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. **BAYADA** agrees to provide **SCHOOL** all necessary information about this program and, upon review and acknowledgment, **SCHOOL** agrees to abide by this program, and understands its obligation to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$44.00/hour for RN services or \$38.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends on the bus or otherwise transporting the client to and from **SCHOOL**.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. **SCHOOL** agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. **BAYADA** may charge interest, at a rate of 1¼% each month (15% per year) on all delinquent accounts. **BAYADA** will also pursue collection remedies in an attempt to resolve a delinquent account. Except for a bona fide dispute over payment or services provided, **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses when required by Georgia law.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning August 1~~on May 1, 2018~~ and will remain in effect through May 31~~22, 2019~~. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

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2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Georgia..
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement and as permitted under the Georgia Open Records law, 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 **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Commented [D1]: We need the attachment.

Date: _____

Date: _____

Douglas McNew

Andrea Pender

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

Director of Special Education
Signing with authority for
Barrow County Schools