

**LIBERTY HEALTHCARE SERVICES
SCHOOL NURSING STAFFING AGREEMENT**

This agreement is entered into this 16th day of May, 2013, by and between **Black Horse Pike Regional School District**, 580 Erial Road, Blackwood, NJ 08012, referred to in this agreement as "SCHOOL," and Liberty Healthcare Services, Inc., located at 700 East Gate Drive, Suite 115, Mt. Laurel, NJ 08054, referred to in this agreement as "LIBERTY."

SCHOOL requires medical personnel to provide nursing services to SCHOOL students, under the general supervision of SCHOOL on various shifts and wishes to utilize LIBERTY to provide such personnel to supplement SCHOOL's staffing needs.

LIBERTY employs medical personnel ("Personnel") and is willing to provide such Personnel to SCHOOL.

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

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term and Termination: This agreement will be in effect for one (1) SCHOOL calendar year, including summer school, and will be automatically renewed at the end of the first year and each year thereafter unless terminated by SCHOOL or LIBERTY in accordance with this Section 1.1. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

ARTICLE 2. RESPONSIBILITIES OF SCHOOL

Section 2.1 Insurance: 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.

Section 2.2 Workman's Compensation: SCHOOL will maintain, at its sole expense, Workman's Compensation insurance for its employees.

Section 2.3 Responsibilities for Patient Care: SCHOOL retains full authority for patient care while using LIBERTY Personnel.

Section 2.4 Right to Dismiss: If SCHOOL's Administrator or Director of Special Services determines that any Personnel provided by LIBERTY is incompetent, has engaged in misconduct, or has been negligent, SCHOOL reserves the right to have the individual leave the premises and will notify LIBERTY immediately. SCHOOL will be obligated to compensate LIBERTY for the amount of hours the individual actually

worked prior to being dismissed. LIBERTY will not re-assign the individual to SCHOOL without prior approval of the Administrator or Director of Special Services.

Section 2.5 Non-Solicitation: SCHOOL agrees it will not hire or engage as an independent contractor, or solicit for employment or engagement as an independent contractor, any LIBERTY Personnel (or otherwise induce or attempt to induce any such Personnel to terminate his or her employment or engagement with LIBERTY) during the period in which such Personnel are employed or engaged by LIBERTY and for a period of twelve (12) months after such Personnel's last date of employment with, or engagement by, LIBERTY. If SCHOOL commits a breach or threatens to commit a breach of any of the provisions of this Section 2.5, LIBERTY shall have the right to have the provisions of this Section 2.5 specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law. In addition, LIBERTY may take all such other actions and remedies available under law or in equity and shall be entitled to such damages as it can show have been sustained by reason of such breach. If any of the covenants contained in this Section 2.5 is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration or areas of such provision and, in its reduced form, said provision shall then be enforceable.

Section 2.6 New Jersey Department of Education Requirements: The New Jersey Department of Education ("NJDOE") requires a criminal history review of all LIBERTY Personnel who will be providing services within SCHOOL's district. SCHOOL agrees to sponsor those LIBERTY Personnel who will be providing services within SCHOOL's district. SCHOOL agrees to provide LIBERTY with all NJDOE forms and information necessary for LIBERTY's Personnel to obtain the required criminal history review.

Section 2.7 Individual Education Programs ("IEPs"): SCHOOL will provide LIBERTY with each student's IEP prior to start of care and annually if care continues. SCHOOL agrees that the IEP will not contradict any level of care with is determined by the student's physician.

ARTICLE 3. RESPONSIBILITIES OF LIBERTY

Section 3.1 Services: LIBERTY will, when requested by SCHOOL, provide Personnel accordingly to SCHOOL for private duty nursing staffing services, subject to availability of qualified Personnel for any child who is either physically or mentally disabled (including, but not limited to, transport to and/or from school on SCHOOL-provided transportation).

Section 3.2 Personnel: LIBERTY will supply SCHOOL with Personnel who meet the following criteria:

1. Possess current state license and/or certification, as applicable for the services provided to SCHOOL, and possess CPR certification, if required by law, regulations, or accreditation standards, evidence of which to be presented to

SCHOOL's Administrator or Director of Special Services on any Personnel if requested.

2. Meet LIBERTY and SCHOOL conditions regarding health clearance (proof of pre-employment physical and immunization documentation), verification of professional references, criminal background clearance, and any other applicable hiring criteria. All such documentation will be kept in the Personnel's file at LIBERTY.
3. Personnel will demonstrate competence in providing care in the settings to which they are assigned, consistent with LIBERTY's standards of care and practice related to assessment, communication, procedural skills, and documentation.
4. Nursing documentation of patient care will be in accordance with LIBERTY's policies for the setting and will be completed accurately and on the correct forms.
5. Provision of care by, and conduct of, all PERSONNEL will be consistent with the National Patient Safety Goals.

Section 3.3 Insurance: LIBERTY will maintain a valid policy of professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts that may give rise to liability for services under this agreement. LIBERTY will provide a certificate of insurance outlining such coverage upon request. LIBERTY will also maintain a valid policy of general liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Section 3.4 Obligations of Employer: LIBERTY will follow standard employment policies to verify that all Personnel meet applicable licensing requirements. LIBERTY will maintain direct responsibility for payment of wages and other compensation to Personnel, and for any mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

ARTICLE 4. RESPONSIBILITIES OF BOTH PARTIES

Section 4.1 Non-Discrimination/Equal Opportunity Employment: Neither LIBERTY nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, or disability. Liberty agrees to comply with the requirements of N.J.S.A. §§ 10:5-31, *et seq.*, N.J.A.C. § 17:27, and the Americans with Disabilities Act, where applicable during the performance of this agreement.

Section 4.2 Orientation: LIBERTY will cooperate with SCHOOL and/or students' families to provide Personnel with an adequate orientation to SCHOOL/students if deemed necessary. SCHOOL will review its OSHA and fire safety rules and policies with LIBERTY personnel prior to their commencement of performance of services at SCHOOL.

ARTICLE 5. COMPENSATION

Section 5.1 Rates: LIBERTY will provide Personnel under the terms of this agreement at the billable rates listed in Attachment A.

Section 5.2 Billing: LIBERTY will submit invoices to SCHOOL every week for Personnel provided to SCHOOL. Invoices shall be submitted to the following address:

SCHOOL NAME	Black Horse Regional School District
STREET ADDRESS	580 Erial Road
CITY, STATE, ZIP	Blackwood, NJ 08012
ATTN:	Karen Sciscio

Section 5.3 Payment: All amounts due to LIBERTY are due and payable within thirty days from date of invoice. SCHOOL will send all payments to the following address:

**Liberty Healthcare Services, Inc.
700 East Gate Drive
Suite 115
Mt. Laurel, NJ 08054**

Section 5.4 Late Payment: Invoices not paid within thirty days from issue date will accumulate interest, until paid, at a rate of one and one half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is less.

Section 5.5 Attorney’s Fees: In the event either party is required to obtain legal assistance to enforce its rights under this agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney’s fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 5.6 Rate Change: LIBERTY will give SCHOOL at least thirty days advance notice of any change in rates, to be mutually agreed upon in writing by both parties.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors: The parties enter into this agreement as independent contractors, and nothing contained in this agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

Section 6.2 Assignment: Neither party may assign this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. No

such consent will be required for assignment to an entity owned by or under common control with assignor.

Section 6.3 Availability of Personnel: The parties agree that LIBERTY's duty to supply Personnel on request of SCHOOL is subject to the availability of qualified LIBERTY Personnel. The failure of LIBERTY to provide Personnel or the failure of SCHOOL to request Personnel results in no penalty and does not constitute a breach of this agreement.

Section 6.4 Indemnification: LIBERTY agrees to indemnify and hold harmless SCHOOL, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities ("Claims") which may be asserted against them by third parties in connection with the gross negligence or willful misconduct of LIBERTY, its directors, officers, employees, or agents, in the performance of LIBERTY's obligations under this agreement. SCHOOL agrees to indemnify and hold harmless LIBERTY, its directors, officers, shareholders, employees, and agents from and against any and all Claims which may be asserted against them by third parties in connection with the gross negligence or willful misconduct of SCHOOL, its directors, officers, employees, or agents in the performance of SCHOOL's obligations under this agreement.

Section 6.5 Notices: Any notice or demand required under this agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses of the parties set forth in the first paragraph of this agreement. Notices given by personal service will be deemed effective upon receipt; notices given by certified mail will be deemed effective three (3) business days after being deposited with the U.S. Mail; and notices given by overnight carrier will be deemed effective one (1) business day after being deposited with the overnight carrier. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Section 6.6 Entire Contract; Amendments; Governing Law: This agreement constitutes the entire contract between SCHOOL and LIBERTY regarding the services covered under this agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect. This agreement may be executed in any number of counterparts, and by the parties on separate counterparts; and all of such counterparts, taken together, shall constitute one and the same instrument. Signature pages on this agreement may be exchanged by facsimile, e-mail or other means of electronic transmission. No amendments to this agreement will be effective unless made in writing and signed by both parties. This agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws principles.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, SCHOOL and LIBERTY have entered into this agreement as of the date first written above.

Black Horse Regional School District

Liberty Healthcare Services, Inc.

By: _____
Signature

By: _____
Signature

Printed Name & Title

Kevin Zepp, President
Printed Name & Title

Date

Date

**ATTACHMENT A
LIBERTY HEALTHCARE SERVICES, INC.
FEE SCHEDULE FOR BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT**

The following hourly bill rates are listed below:

Skill Level	Hourly Rate
LPN	\$45 per hour
RN	\$55 per hour

Overtime: Overtime rates are applicable for all hours worked exceeding forty per week. The overtime rate is time and one-half (1/2) times the regular bill rate for such hours.

Rounding: Any period of work that consists of less than one (1) hour will be rounded to the nearest ¼ hr.

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

Liberty Healthcare Services, Inc.

By: _____
Signature

By: _____
Signature

Printed Name & Title

Kevin Zepp, President

Printed Name & Title

Date

Date