

CONTRACT FOR "IN SCHOOL" HOME HEALTH AIDE /NURSING SERVICES

This AGREEMENT is made and entered into this **16th day of September 2022**, by ePeople Health Care, Inc. dba: eKidzCare, hereinafter referred to as "eKidzCare" and **Warwick School District**, hereinafter referred to as "the School District".

eKidzCare, a Pediatric Home Health Agency, engaged in the business of providing Home Health Aide and Nursing services, and the School District have identified a need for in-school care of **Warwick School District** students

Whereas it is the desire of both parties to make a provision for on-site, **daily skilled nursing** services for the students in accordance with the terms of this Agreement.

Therefore, in consideration for the mutual covenants expressed herein eKidzCare and the School District agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF EKIDZCARE

- A. Qualifications of Personnel:** The Staff member supplied by eKidzCare, whether a HHA or Nurse (LPN or RN) will hold a current license, registration and/or certification to practice in the State of PA, if necessary, and will provide services pursuant to the applicable state laws.
- B. Personnel Record Inspection:** eKidzCare will make available for inspection, upon the request of the School District, the personnel files of its staff members who are caring for the student's involved in this contract Agreement. The contents of such file must include:
 - 1. Verification of current licensure of certification as applicable
 - 2. Completed application for employment or resume
 - 3. Verified references
 - 4. Evidence of annual performance evaluation
 - 5. Criminal record check, conducted upon hire
 - 6. FBI fingerprinting results as required by State regs
 - 7. Evidence of annual in-service education or training in accordance with applicable state regulations
 - 8. Verification of completed COVID-19 immunizations or applicable waiver.
- C. Services to be Provided:** **eKidzCare will provide skilled nurses to care for the Student's of Warwick Schools each day that they attend School.** These services will be provided subject to the availability of qualified staff. The services to be provided may include escorting Student to and from the school, on the School Bus, and providing care to the Student during the School Day, as identified and requested per the School District. Upon execution of this Agreement, the School District will provide eKidzCare with a schedule of the school calendar, including all scheduled days off for the school year.
- D. Place of Performance:** eKidzCare will provide services primarily at

The **Warwick school located at 301 West Orange Street Litiz, PA 17543** or other specified locations where the student will be during the School Day. The School District acknowledges and

understands that eKidzCare cannot guarantee services. All services will be provided subject to the availability of a qualified HHA/Nurse (RN/LPN).

E. Insurance:

1. eKidzCare will maintain general liability and professional liability coverage for any negligent acts or omissions of eKidzCare employees, which may give rise to liability under this Agreement.
2. eKidzCare will maintain Worker's Compensation insurance for its employee's providing services to the Student.

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

G. Payment of Personnel: eKidzCare, as an Employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses, and compliance with Federal, State, and local tax withholdings, Worker's Compensation, Social Security, employment, and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL DISTRICT

A. Payment for Services: The School District will remain responsible to compensate eKidzCare for services rendered pursuant to the Agreement. Section III hereunder will govern billing terms and compensation.

B. Insurance:

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

C. Indemnification: School District agrees to indemnify and hold harmless eKidzCare from all bodily injury and/or property damage claims arising from any acts or omission of the School District, acting through its directors, agents, employees, or other personnel.

D. Employment Status: School District understands and agrees that the HHA's/Nurses (RN's/LPN's) are employees of eKidzCare and the School District will not attempt to solicit the eKidzCare staff to work privately for the School District, without written authorization from eKidzCare during

the term of this Agreement and for one (1) year following its termination or expiration. The School District recognizes the recruitment, training, and retention expenses that eKidzCare encounters as an employer and acknowledges that eKidzCare is not a placement or referral service. Should the School District desire to hire of eKidzCare's employees, the School District agrees to provide eKidzCare 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 eKidzCare employee that the School District may wish to hire as their own employee.

- E. Compliance Program: eKidzCare values honesty and confidentiality in all business interactions. The School District agrees to abide by these values and understands its obligation to report any questionable activities involving eKidzCare employees to the local office Director, whose contact information will be disclosed upon execution of said Agreement.

F.

III. BILLING AND COMPENSATION:

- A. The School District agrees to compensate eKidzCare at a **rate of \$50 per hour, for skilled nursing services, 7-8 hours per day, on school days weekly**. The School District will also pay for all the time the eKidzCare employee spends on the bus or otherwise transporting the student to and from the school.
- B. eKidzCare will forward to the School District and itemized bill monthly. Each bill will itemize the name of the eKidzCare employee providing care, the date of service, the type and length of service provided.
- C. The School District requests monthly billing and agrees to pay the submitted bills within thirty (30) days of receipt. Any bill that is not paid within the thirty-day period will be considered delinquent. eKidzCare may charge interest, at a rate of 1.25% each month (15% per year) on all delinquent accounts. eKidzCare will also pursue collection remedies in attempt to resolve a delinquent account. The School District agrees to reimburse eKidzCare all collection costs, including attorney's fees and expenses.

IV. ADDITIONAL TERMS:

- A. Term and Termination: This Agreement will come into effect on **September 16th 2022 and will remain in effect through the end of the 2023 school year**. *If a Termination Date for this Agreement is not noted, then the Agreement will automatically renew annually on the Anniversary date of the Original Agreement, including a 3% automatic increase in rates stated herein. Both parties recognize that the School District is participating in doing their part to see that Student gets consistent support.

- B. Governing Law: This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.
- C. 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 involved.
- D. Assignment: This Agreement may not be assigned by either party, in whole or in part.
- E. 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.
- F. 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 stated below. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- G. Entire Agreement: This writing evidence the entire Agreement between eKidzCare and the School District. There are no prior written or oral promises or representations of incorporated herein. This Agreement may be executed in any number of Amendments or counterparts, each which will be given full effect under this Agreement.

DATE: 9/16/2022

DATE: _____

BY: 

BY: _____

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