

## **NURSING SERVICES AGREEMENT** **Illinois**

This Staffing Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between Geneva School District 304 referred to in this Agreement as "INSTITUTION," and MyLife, LLC dba Team Select Home Care, an Illinois Corporation including its affiliates and subsidiaries, referred to in this Agreement as "TEAM SELECT." "TEAM SELECT" and "INSTITUTION" are sometimes referred to in this Agreement individually as "Party" or collectively referenced herein as the "PARTIES".

### **RECITALS**

**WHEREAS**, INSTITUTION operates a School, as defined by State Law located in State and wishes to engage TEAM SELECT to provide personnel to supplement INSTITUTION's staff.

**WHEREAS**, TEAM SELECT operates a home health agency and employs licensed health care personnel to provide healthcare services to INSTITUTION.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, INSTITUTION and TEAM SELECT hereby agree to the following terms and conditions:

### **A. TERM OF AGREEMENT**

1. **Term.** The term of this Agreement commences on the Effective Date and expires automatically on May 24, 2024, unless sooner terminated in accordance with Section 2. The parties may agree to extend the AGREEMENT upon mutual written agreement.
2. **Termination.** 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 the termination. If either Party breaches this Agreement, the other Party may terminate immediately upon written notice to the breaching Party.

### **B. RESPONSIBILITIES OF TEAM SELECT**

1. **Services.** TEAM SELECT will, upon request by INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs and RNs,) as specified by INSTITUTION (collectively, "Personnel") for nursing services to a patient (the "Services").
2. **Personnel.** TEAM SELECT will supply INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to INSTITUTION upon written request:

- 1) Current, valid state license/registration and/or certification, as applicable
- 2) Current CPR certification
- 3) Health clearance to include proof of pre-employment physical and baseline TB test
- 4) Provision of professional licensure as required by state law
- 5) Proof of completion of education requirements required by state law(s).

- 6) Current valid skills competency to include, (i) written exam; (ii) skills checklist and (ii) verified work history.
- 7) Completed TEAM SELECT Infection Control and HIPAA training.
- 8) Completed/clear state-specific background checks, as defined by educational code.
- 9) All TEAM SELECT employees will also be required to authorize INSTITUTION to conduct criminal background and fingerprint checks with the Illinois State Police and FBI. Additionally, TEAM SELECT employees will be required to authorize INSTITUTION to verify that their information will be checked against the Illinois Statewide Sex Offender and Murderer and Violet Offender against Youth databases. No Team Select employee shall be eligible to work at INSTITUTION if their criminal history check reveals a conviction that prohibits their employment under Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9). Additionally, INSTITUTION reserves the right to reject other TEAM SELECT employees based upon their criminal history report, subject to applicable federal or Illinois law. If, in the duration of this Agreement, a contractor employee is convicted of such an offense, they will be prevented from attending or working at INSTITUTION facilities. TEAM SELECT will also be in compliance with current and future local, state, and federal laws and regulations. Expenses related to all fingerprinting and background checks will be paid by INSTITUTION. **Employment and Taxes.** TEAM SELECT will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. TEAM SELECT, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by TEAM SELECT.

**C. Responsibilities of INSTITUTION**

1. **Orientation.** INSTITUTION will promptly provide TEAM SELECT Personnel with an adequate and timely orientation to INSTITUTION. INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient TEAM SELECT Personnel to the specific Exposure Control Plan of the INSTITUTION as it pertains to OSHA requirements for blood-borne pathogens and infection control, as well as any of the INSTITUTION's specific policies and procedures provided to TEAM SELECT for such purpose. INSTITUTION maintains no control over the means and methods used by Personnel to provide the Services. Notwithstanding the above, PERSONNEL providing services to INSTITUTION shall comply with applicable federal and state law, as well as the INSTITUTION's policies and procedures, in connection with the performance of such services.
2. **Responsibility for Student Care.** INSTITUTION retains full authority and responsibility for each of its students, and for developing and providing Individualized Education Programs (IEPs) and/or 504 Plans for its students. TEAM SELECT shall ensure that services provided by TEAM SELECT Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable laws and standards of care and any applicable IEPs or 504 Plans created by INSTITUTION.
3. **Placement Fee.** For a period of twelve (12) months following that date on which TEAM SELECT Personnel last worked a shift at INSTITUTION, INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by TEAM SELECT during the term of this Agreement. INSTITUTION understands and agrees that TEAM SELECT is not an employment agency and that Personnel are assigned to the patient to render temporary service(s) and are not assigned to become employed by the INSTITUTION. The INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by TEAM SELECT in recruiting, training, and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event INSTITUTION exercises its right to have PERSONNEL removed from working at the INSTITUTION, TEAM

SELECT promptly shall provide a suitable qualified replacement PERSONNEL.

**Per Diem or Short-Term Staff Non-Performance.** If INSTITUTION concludes, in its sole discretion, that any Personnel provided by TEAM SELECT have engaged in misconduct, or have been negligent, INSTITUTION may require the Personnel to leave the premises and will notify TEAM SELECT immediately in writing, providing in reasonable detail the reason(s) for such decision. INSTITUTION'S obligation to compensate TEAM SELECT for such Personnel's services will be limited to the number of hours worked. TEAM SELECT will not reassign the individual to INSTITUTION without prior approval of the INSTITUTION.

#### **4. Insurance.**

- a. INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents, which may give rise to liability in connection with the Services under this Agreement. INSTITUTION will give TEAM SELECT prompt written notice of any material change in INSTITUTION coverage.
- b. TEAM SELECT will maintain at all times during this agreement the insurance coverage listed below. Prior to the commencement of this Agreement, TEAM SELECT shall provide INSTITUTION with the certificate of insurance and policy endorsements reflecting the coverage specified below, and naming INSTITUTION as an additional insured on the general liability policy on a primary and noncontributory basis and providing by endorsement that any such insurance policy shall not be terminated, amended, or cancelled without at least 30 days' prior written notice to INSTITUTION.

##### Professional liability

- |  |             |
|--|-------------|
| 1. Each occurrence or Wrongful Act Limit | \$1,000,000 |
| 2. Annual Aggregate Limit                | \$3,000,000 |

##### Commercial General Liability

- |  |             |
|--|-------------|
| 1. Each Occurrence Bodily Injury & Property damage   | \$1,000,000 |
| 2. Each event personal injury  | \$1,000,000 |
| 3. General aggregate   | \$2,000,000 |
| 4. Coverage must be written on an "occurrence" basis   |             |
| 5. School District and its elected officials and employees shall be named as additional insureds |             |
| 6. Coverage shall not exclude claims for sexual abuse/molestation                                |             |
| 7. Coverage shall not exclude claims for corporal punishment                                     |             |

6. **Incident Reports/Complaints:** INSTITUTION shall report in writing to TEAM SELECT any unexpected incident known to involve any Personnel within five business days (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the INSTITUTION and/or TEAM SELECT in order to comply with TEAM SELECT's incident tracking program. INSTITUTION will also report any complaints regarding TEAM SELECT Personnel within five business days. Complaints and grievances regarding TEAM SELECT Personnel may be reported to the local TEAM SELECT representative at any time.

#### **7. PARTIES (MUTUAL) RESPONSIBILITIES**

- a. **Non-discrimination.** Neither TEAM SELECT nor INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

#### **8. COMPENSATION**

- a. **Invoicing.** TEAM SELECT will supply Personnel under this Agreement at the rates listed in the

Attachment(s). TEAM SELECT will submit invoices to INSTITUTION every week for Personnel provided to INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

Geneva School District 304  
c/o: Jamie Benavides  
227 N. Fourth Street  
Geneva, Illinois 60134  
PH-(630) 463-3000  
**TAX ID/EIN: E9996 0036 07**

- b. **Payment.** All amounts due to TEAM SELECT are due and payable within forty-five (45) days from date of invoice. INSTITUTION will send all payments to the address set forth on the invoice.
- c. **Late Payment.** INSTITUTION shall process and pay invoices in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.
- d. **Rate Change.** TEAM SELECT will provide INSTITUTION at least thirty (30) days advance written notice of any change in rates.

9. **GENERAL TERMS**

- a. **Independent Contractors.** TEAM SELECT and INSTITUTION are independent legal entities. 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. Neither TEAM SELECT nor INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party or its Personnel in carrying out the terms of this Agreement. Notwithstanding the above, PERSONNEL providing services to INSTITUTION shall comply with applicable federal and state law, as well as the INSTITUTION's policies and procedures, in connection with the performance of such services.
- b. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, nor will such consent not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- c. **Indemnification.** TEAM SELECT agrees to indemnify and hold harmless INSTITUTION, and its board of education, individual board members, officers, administrators, employees, representatives and agents, and each of them, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties to the extent arising from the negligent act or omission of TEAM SELECT, its directors, officers, employees or agents, including Personnel, and to the extent arising from any breach of this Agreement by TEAM SELECT. INSTITUTION agrees to indemnify and hold harmless TEAM SELECT, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- d. **Attorneys' Fees.** In the event either party is required to commence formal legal proceedings 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 in connection with said legal proceedings enforcing its rights and/or collecting its monies.

- e. **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 below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Geneva School District 304  
c/o: Jamie Benavides  
227 N. Fourth Street  
Geneva, Illinois 60134

Team Select Home Care  
2999 N 44<sup>th</sup> St, Ste 100  
Phoenix, AZ 85018-7247  
ATTN: Contracts Dept.

- f. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- g. **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between INSTITUTION and TEAM SELECT regarding the services to be provided hereunder. 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, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.
- h. **Availability of Personnel.** TEAM SELECT is providing individual care for a student(s), TEAM SELECT will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- i. **Compliance with Laws.** TEAM SELECT agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, TEAM SELECT reserves the right to notify INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- j. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- k. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Illinois.
- l. **Limitation on Liability.** Except for each Party's obligations of indemnity and defense as provided in Section 9(c), neither TEAM SELECT nor INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

- m. **Incorporation of Recitals.** The recitals set forth at the beginning of this Agreement are incorporated by reference as if fully set forth herein.
- n. **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee has professional or personal interests that compete with his/her services to or on behalf of TEAM SELECT or the INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee to fulfill his or her duties impartially.

## **10. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **a. Confidentiality.**

1. TEAM SELECT / INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent. Nothing herein shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas, and nothing herein shall prohibit either party from responding to a Freedom of Information Act request.

2. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein. Nothing in this section prohibits INSTITUTION from placing this Agreement on a public meeting agenda for review and approval by INSTITUTION's board of education.

3. Student/Customer Information: Neither party nor its employees shall disclose any financial nor medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by INSTITUTION, TEAM SELECT and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

4. The obligations set forth in this Section shall survive the termination of this Agreement.

- b. **FERPA/HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student personal health information (PHI), to include, without limitation, FERPA, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access

as is expressly permitted by federal/state regulations.

To the extent that INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," as specified in ATTACHMENT B, the parties shall execute ATTACHMENT.

- c. Notwithstanding the foregoing, TEAM SELECT and all staff provided to hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information.

INSTITUTION and TEAM SELECT have acknowledged their understanding of an agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

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Geneva School District 304:

MYLIFE, LLC, INC., D/B/A  
TEAM SELECT HOME CARE

Signature

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Signature

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Printed Name & Title

Tim Hart, Vice President of Payor Relations  
Printed Name & Title

Date

Date



**ATTACHMENT A**  
Geneva School District 304  
**STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 8/1/2023:

Service	Weekday Rate	Weekend Rate
LPN	\$67.00	\$67.00
RN	\$67.00	\$67.00

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have EDUCATIONAL INSTITUTION supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Holidays.** Holiday rates will apply to shifts beginning at 12:00 a.m. the day of the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)  
New Year's Day  
Memorial Day  
Independence Day  
Easter

Thanksgiving Day  
Labor Day  
Christmas Eve (from 3 PM)  
Christmas Day

Geneva School District 304:

MYLIFE, LLC, INC., D/B/A  
TEAM SELECT HOME CARE

Signature

Signature

Printed Name & Title

Tim Hart, Vice President of Payor Relations  
Printed Name & Title