

7-211

**DEPARTMENT OF SPECIAL SERVICES  
TOWNSHIP OF UNION PUBLIC SCHOOLS  
M-E-M-O-R-A-N-D-U-M**

---

**To: Dr. Scott Taylor**

**C: Gerald Benaquista  
Dr. Gretel Perez  
Diane Cappiello  
Bernadette Watson**

**From: Kim Conti**

**Re: Board Agenda Item**

**Date: March 21, 2022**

**Approve Starlight Homecare Agency, Inc., 160 Pehle Ave., Suite 203,  
Saddle Brook, New Jersey 07663 to provide Nursing Services, at the rate of  
\$60.00 for RN and \$48.00 for LPN, not to exceed \$95,850.00 for the  
2022-2023 school year. (Acct # 11-000-216-320-01-19)**



## Contract for 'In-School' Nursing Services

This agreement is made the 17<sup>th</sup> day of March, 2022, between **Starlight Homecare Agency, Inc d/b/a Star Pediatric Home Care Agency** (hereinafter referred to as AGENCY) located at 160 Pehle Ave, Suite 203, Saddle Brook, NJ 07663 and **Township of Union Public Schools** (hereinafter referred to as SCHOOL) located at 2369 Morris Avenue, Union, NJ 07083.

It is mutually agreed upon by both parties to make provision for on-site daily nursing care for the SCHOOL'S specified student(s), in accordance with the terms of this Agreement. Therefore, in consideration for the mutual covenants expressed herein, AGENCY and SCHOOL agree to the terms and conditions outlined herein:

### I. RESPONSIBILITIES OF AGENCY

A. Performance. The following responsibilities shall be assumed by the AGENCY:

1. Services to be provided by AGENCY:

RN

LPN

2. Acceptance of client for care

3. Coordination of services

4. Orientation of nurses

5. Supervision of services

6. Evaluation of services

7. Client admission to AGENCY

8. Client Assessment (Initial & Ongoing)

9. Development of care plan

10. Revision of care plan

11. Scheduling of hours visits

12. Completion of documentation of services.

Patient care clinical record forms must be recorded on AGENCY forms

13. Ownership of the original client records

14. AGENCY will maintain the following updated records of the employees

Current NJ License

Rubella

Rubeola

TB Clearance

Current CPR

Physical

Certifications

Criminal History Record

Verification of skills

B. Qualifications of Personnel. The nurse supplied by AGENCY 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 New Jersey and will provide services pursuant to the applicable state laws.



- C. Service. AGENCY will provide an RN or LPN to care for STUDENT(S) 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. Upon execution of this Agreement, SCHOOL will provide AGENCY with a schedule of the school calendar including scheduled days off.
- D. Place of Performance. AGENCY will provide services on the school bus during transportation and at schools located within SCHOOL's district or other specified location where STUDENT will be during the school day. SCHOOL acknowledges and understands that AGENCY cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance. AGENCY will maintain general liability and professional liability coverage for any negligent acts or omissions of AGENCY employees, which may give rise to liability under this Agreement. Throughout the term of this Agreement, AGENCY agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. AGENCY will provide SCHOOL with evidence of such coverage upon request. Upon request, AGENCY will name SCHOOL as additional insured on general liability policy only and only to the extent of AGENCY's negligence. AGENCY will maintain Workers' Compensation insurance for its employees providing services to student.
- F. Indemnification. AGENCY shall indemnify, defend, and hold harmless the SCHOOL, its employees, and agents from any and all liability arising solely out of the Agency's negligence in connection with the performance of the services described herein.
- G. Policies and Procedures. AGENCY will follow SCHOOL's policies and procedures while providing care in the SCHOOL and on buses.
- H. Equal Opportunity Employment. AGENCY agrees to comply with the State of New Jersey 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 and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. AGENCY will provide required reports upon request.

## II. RESPONSIBILITIES OF SCHOOL

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



- B. Cancellation of Services. SCHOOL agrees to contact AGENCY as soon as they are aware that the STUDENT will not attend school on a particular day. AGENCY must be notified no less than 4 hours prior to the assigned time. If the AGENCY is not notified or not notified within said time, SCHOOL may be charged a minimum of 2 hours for nurse's paid time of inconvenience.
- C. Insurance. SCHOOL shall 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. SCHOOL shall maintain at its sole expense, Workers' Compensation Insurance for its employees.
- D. Indemnification. Subject to provision of the New Jersey Tort Claims Act, N.J. S.A. 59:1-1 et seq., SCHOOL agrees to indemnify and hold AGENCY harmless 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.
- E. Confidentiality. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and personal information of employees, and business policies and systems ("Confidential Information"). Agency shall keep all student information confidential in accordance with New Jersey laws and New Jersey Department of Education regulations. Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as intended by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information that is in the public domain or required to be disclosed by law or legal process.
- F. Employment Status. SCHOOL understands and agrees that the RN/LPN is an employee of AGENCY and SCHOOL will not attempt to solicit the RN/LPN to work privately for SCHOOL, without written authorization from AGENCY, 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 AGENCY encounters as an employer and acknowledges that AGENCY is not a placement or referral service. Should SCHOOL desire to hire one of AGENCY's employees, SCHOOL agrees to provide AGENCY 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 whichever is greater. This fee shall apply to any AGENCY employee SCHOOL wishes to hire.

### III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate AGENCY at the rate of \$60.00/hour of RN services and \$48.00/hour of LPN services provided under this Agreement. SCHOOL will also pay for all





time the AGENCY employee spends on the bus or otherwise transporting the STUDENT to and from the SCHOOL.

- B. AGENCY will send SCHOOL an itemized bill on a monthly basis. Each month bill will specify the name of the AGENCY employee providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. AGENCY reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse AGENCY for all collection costs, attorneys' fees and expenses.
- D. SCHOOL agrees that transportation only cases will require a minimum number of hours. The minimum amount will be determined by location, staff availability, as well as other factors and will be decided upon on a case by case basis.

#### IV. OTHER

- A. In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, [AGENCY] hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. The [AGENCY] agrees to continue to comply with all requirements of the Law during the term of the Contract.
- B. Furthermore, the [AGENCY] shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

#### V. DURATION AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2022 and will remain in effect through June 30, 2023.

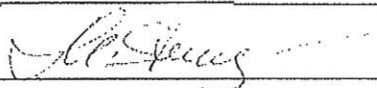


- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement immediately, by giving written notice, upon the occurrence of the following events.
  - 1. Dissolution of either SCHOOL or AGENCY.
  - 2. Failure of either SCHOOL or AGENCY to maintain the insurance coverages required hereunder
  - 3. Breach by SCHOOL or AGENCY of any of the material provisions in the Agreement.

SIGNATURES

Date: 03/17/2022

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

BY: 

BY: \_\_\_\_\_

Marina Stengart, RN

\_\_\_\_\_

Printed Name

Printed Name

Executive Director of Nursing

\_\_\_\_\_

Title

Title

Signing with Authority for Star Pediatric Homecare Agency

Signing with Authority for SCHOOL



1-24

## RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between **Starlight Homecare Agency, Inc.** and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

### **I. Billing and Payment of Personnel.**

- A. Provider, as an employer, shall 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.
- B. Provider shall forward to Board an itemized bill on a monthly unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the fees set forth in the attached Agreement, provided that the total compensation for the **2022-2023 school year shall not exceed \$95,850.00.**

### **II. Term and Termination**

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

### **III. Public Contracting Requirements**

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the

procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

#### IV. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.

- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. 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 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, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, 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 Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. **Each Attachment, Fee Schedule, Proposal 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, but to the extent any terms included in a Proposal conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

## V. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

**Notices to the Board shall be delivered to:**

Yolanda Koon, Business Administrator/Secretary  
Union Township Board of Education  
2369 Morris Avenue  
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

**Notices to Provider shall be delivered to:**

Marina Stengart, RN  
Executive Director, Nursing  
160 Pehle Avenue  
Saddle Brook, NJ 07663

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

\_\_\_\_\_

\_\_\_\_\_

Print name/Title:

Print Name/Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_