

DEPARTMENT OF SPECIAL SERVICES  
Township of Union Public Schools  
M-E-M-O-R-A-N-D-U-M

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TO: Dr. Scott Taylor  
C: Gerald Benaquista, Yolanda Koon, Kim Conti, Bernadette Watson, Diane Cappiello  
FROM: Joseph Seugling  
RE: Board Agenda  
DATE: 2021-10-18

Approve Mom and Dad Care Home Health PC to provide nursing services to district students at a rate of \$89.00/hr. for RN/LPN service during weekdays and \$99/hour on weekends/holidays for the 2021-2022 school year, not to exceed \$90,000) [Account #11-000-216-320-01-19/7043].



**MOM AND DAD  
CARE HOME HEALTH PC**

107 E MOUNT PLEASANT AVE  
SUITE 13, LIVINGSTON, NJ 07039  
PH: 973-310-9922, FAX: 973-310-9923  
www.momanddadcarehomehealth.com  
contact@momanddadcarehomehealth.com

**Bill Rate**

**Date: 10/10/2021**

The rate for MOM AND DAD CARE HOME HEALTH PC services provided Monday through Friday.

**RN/LPN DISCOUNTED RATE for township of Union public schools:**

**Weekday: \$89 per hours.** (Normal rate is \$109 per hour).

**Weekend/Holidays: \$99 per hours** (\$119 per hour).

All rates are subject to change with 4 weeks prior notice.

**Payment Responsibility/Finance Charges**

We agree to pay all invoices upon receipt. All charges not paid within thirty days will bear interest of 1.5% per month. We are liable for all charges, including collection costs and all attorney's costs regardless of payer.

**Overtime/Holiday Charge**

All charges for services rendered on holidays or rendered by the same individual (at my request) more than 40 hours during any work week will be one and one-half times the applicable weekday or weekend rate. Holidays are New Year's Eve, New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Eve, Christmas Day, and other local holidays mutually agreed by both parties.

**Provider: MOM AND DAD CARE HOME HEALTH PC**

Name of the signatory: SARIMON ANTONI

Signature:

**Business Associate: Township of Union Public Schools.**

Name of the signatory:

Signature:

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BUSINESS ASSOCIATE AGREEMENT

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Agency name: MOM AND DAD CARE HOME HEALTH PC

Business Associate name: TOWNSHIP OF UNION PUBLIC SCHOOLS

Business Associate hereby agrees as follows:

- a. To use or disclose minimally necessary protected health information only as permitted or required by the Privacy Rule or Enforcement Rule.
  - b. To use appropriate safeguards to prevent use or disclosure of protected health information other than as provided for by the Agreement or as permitted by law.
  - c. To report to Company any use or disclosure of protected health information not provided for by the Agreement or permitted by law of which it becomes aware.
  - d. To ensure through satisfactory assurances in the form of a written contract or other arrangement that any agents, including subcontractors, who receive protected health information received from, or created or received on behalf of Company, apply the same restrictions and conditions that apply to it with respect to such information.
  - e. To make available protected health information in accordance with applicable law.
  - f. To make available protected health information for amendment and incorporate any amendments to protected health information as required by law.
  - g. To make available information required to provide an accounting of disclosures as required by applicable law.
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- h. To make internal practices, books, compliance reports, and records relating to the use and disclosure of protected health information received from, or created or received on behalf of Company, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Company's compliance.
  - i. To cooperate with the Secretary if the Secretary undertakes an investigation or compliance review.
  - j. To permit access by the Secretary during normal business hours or at any time and without notice, if the Secretary so determines, to its facilities, books, records, accounts, and other sources of information, including protected health information, pertinent to ascertaining compliance with applicable requirements.
  - k. At termination of the Agreement, if feasible, to return or destroy all protected health information received from, or created or received on behalf of Company, that is still maintained in any form and to retain no copies of such information, or, if such return or destruction is infeasible, to extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
  - l. To immediately notify Company of all breaches of unsecured protected health information. Contractor shall provide Company, to the extent possible, with the identity of each individual whose protected health information has been breached in notifications provided to Company. Contractor hereby agrees to provide Company with information that Company is required to provide to individuals when notifications of breaches are given to Company, or as promptly thereafter as information becomes available, including:
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- (1) A brief description of what happened, including the date of the breach and the date of discovery of the breach, if known
- (2) A description of the types of unsecured protected health information that were involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
- (3) Any steps individuals should take to protect themselves from potential harm resulting from the breach
- (4) A brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches

Business Associate hereby authorizes termination of the Agreement if the other party to this Agreement determines that Business Associate has violated a material term of the Agreement.

By: \_\_\_\_\_

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

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