

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

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**TO: Gregory Tatum**

**C: Pat Ditri  
Julia Vicidomini**

**From: Kim Conti** 

**Re: Board Agenda Items**

**Date: February 3, 2015**

**Please place the following on the board agenda:**

**The committee recommends and I so move that approval be given to Loving Care Agency, Inc to provide Nursing Services, at the rate of \$38.49 for RN and \$35.00 for a LPN, not to exceed \$33,340.00 (Per the Beach, Vitale Act Senate # 375) (Acct # 11-000-216-320-01-19) for the School Year 2014-2015.**

## STUDENT AGREEMENT

This Agreement ("Agreement") is entered into as of the 30<sup>th</sup> day of January, 2015 by and between:

**Loving Care Agency, Inc.**  
**611 Route 46 West**  
**Suite 200**  
**Hasbrouck Heights, NJ 07604**  
 (hereinafter referred to as "Agency") And

**Union Board of Education**  
**2369 Morris Ave.**  
**Union, NJ 07083**

(hereinafter referred to as "School")

WHEREAS, School requires personnel for the provision of one-on-one medical care to a child with medical needs while attending School; and

WHEREAS, Agency specializes in providing services to children; and

WHEREAS, School wishes to retain Agency and Agency wishes to provide pediatric services to School under the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

### I. STUDENT INFORMATION

Student Name ("Student")	School Attending	ESY Dates	ESY Times	Fall Dates	Fall Times	Financial Responsibility (#hrs. incl. transportation)
				2/2/15- *6/30/15	7:45am- 3:30pm	8/day 40/week

\*or last day of school

### II. AGENCY RESPONSIBILITIES

- a. Services – Agency will provide RN's, LPN's subject to the availability of qualified Personnel, to School to provide one-on-one care for a Student with medical needs while attending School. Agency will provide School with a copy of the Physician's Plan of Care for the Student and will update the School with any changes to the Plan. Personnel will document care given to Student (e.g., medications and/or treatments administered during School hours) and will

provide a copy of said documentation to School if requested. Personnel will also communicate any changes in the Student's health status to the School nurse in a timely manner. All communication with the School regarding Student's Plan of Care and health status will be done with the authorization of the Student's parent/legal guardian. Agency staff and Personnel are available to attend IEP meetings upon request of School.

- b. Licensure – Agency will maintain a current, unrestricted valid license, in the state pursuant to applicable state law.
- c. Personnel – Agency will ensure that all Personnel provided meet Agency's conditions of employment including health clearance, criminal background check, references, and training and continuing in-service education in accordance with State and Federal guidelines and regulations. Results of the criminal background check will be provided to School upon request. Agency will also conduct verification of identity and work authority under the United States immigration laws. All Personnel will conduct themselves in a professional manner while at the School.
- d. Employer Obligations – Agency will maintain direct responsibility for payment of wages and other compensation and for any applicable mandatory withholdings and contributions such as federal, state and local income taxes, workers' compensation, and unemployment insurance. Agency and School agree that Personnel are not agents or employees of School. No Personnel will be deemed to be an employee of School, nor will School be held liable for the payment of any wage, salary, or compensation of any kind for the services provided by any Personnel. Further, no Personnel will be covered under School's workers' compensation, social security, or unemployment compensation programs.
- e. Insurance - Agency will maintain, at its sole expense, a valid policy of insurance that includes general and professional liability policies covering acts or omissions that may give rise to liability for services under this Agreement. Agency will also maintain workers' compensation coverage in accordance with state statutory requirements. A certificate of insurance will be provided to School upon request.

### **III. SCHOOL RESPONSIBILITIES**

- a. Orientation - School shall instruct Agency Personnel on the daily operations of School to ensure a smooth transition of Personnel into the classroom setting.
- b. Access – School shall, based upon the individual Student's medical needs, enable Agency Personnel to attend to Student as required by Student's Plan of Care.
- c. Personnel Issues – If School staff determines that Personnel provided by Agency has engaged in misconduct, has been negligent, or is conducting themselves in

such a way as to be of harm to a student, School will immediately contact Agency. All other Personnel concerns observed by School staff will be documented and promptly discussed with Agency. Agency will not reassign such Personnel to School without the prior approval of appropriate School staff.

- d. Reimbursement - School shall pay, and Agency shall accept, the reimbursement rate for covered services as payment in full as set forth in Section V.a., Rates, of this Agreement. Payment will be made by School within thirty (30) days of receipt of invoice. Agency will look to School as the sole source of payment.
- e. Non-Solicitation - School agrees that during the term of this Agreement and for one (1) year after the last Personnel have completed working under any contractual relationship between the parties, School shall not, directly or indirectly, employ or solicit the employment of any person who is employed or has been employed within six (6) months prior thereto by Agency or any of its affiliated companies. School also agrees not to perform any act or anything to cause, bring about, or induce any interference with, disturbance to, or interruption of any existing relationships (whether or not said relationships have been reduced to writing in formal contracts) of any employees or consultants associated with Agency or its affiliates.

#### IV. MUTUAL RESPONSIBILITIES

- a. Confidentiality - School and Agency agree that all medical records shall be treated as confidential so as to comply with all Federal and State laws and regulations regarding the confidentiality of patient records. The parties shall protect the privacy, confidentiality, and security of all medical records, proprietary information, and other confidential information relating to both parties and the Students under this Agreement. The parties shall make no voluntary disclosure of any discussion, deliberation, patient care record or notes, or any other patient care activity, peer activity, or risk management information, except where required by, or permitted by, law.
- b. Indemnification - Each party shall indemnify and hold harmless the other party, its directors, officers, agents, and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, but not including attorney's fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either party, and damage to property, including property of either party. However, neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
- c. Communication - The parties agree to maintain open communication to ensure the best possible care for each Student served.

- d. Provision of Services - The parties agree that all services provided under this Agreement are performed in a manner consistent with: 1) the terms and provisions hereof; 2) all applicable legal and regulatory standards; and 3) currently approved methods and standards of practice applicable generally with respect to such services.
- e. Authority - Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.
- f. Non-Discrimination - Neither party will discriminate on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

**V. COMPENSATION**

- a. Rates – Agency shall provide Personnel under this Agreement at the following rates:

Registered Nurse	\$ 38.49 per hour
Licensed Practical Nurse	\$ 35.00 per hour

The hourly rate will be billed for a minimum of a two (2) hour increment. The hourly rates will then be billed in fifteen (15) minute increments of service. Agency will bill to the school only services provided in the school and on school property. School does not guarantee any minimum number of hours to Agency during the term of this Agreement but agrees not to cancel any covered shift by Agency unless for medical reasons or requested by Student’s family.

- b. Transportation – Transportation between the Student’s home and School will be included in the allowable billable hours of service. School recognizes that on occasion transportation time may take longer than normal due to inclement weather, accident delays, etc. and such additional time will be billed by Agency and paid by School.
- c. Invoices – Agency shall submit an itemized Agency invoice to School on a monthly basis, which details the Student name, dates of service, type of service rendered, and length of said service.
- d. Payment – All amounts due to Agency are due and payable within thirty (30) days of receipt of invoice. School will send all payments to the address printed on the Agency invoice.

**VI. MISCELLANEOUS TERMS**

- a. Term and Termination – This Agreement shall be effective as of the date set forth at the beginning of this document and shall remain in effect until terminated by either party (school, agency, parent/guardian) on at least thirty (30) days written notice. The school term for each individual Student is outlined in Section I. of this Agreement. Notwithstanding the foregoing, in the event Agency performs any act(s) or omission(s) that adversely impact a Student's care or safety in the reasonable opinion of School, School may terminate this Agreement immediately. All written notices affecting termination must be delivered in accordance with Section VI.b., Notices. This Agreement may be amended or modified at any time by the mutual written consent of the parties.
- b. Notices - All notices affecting this Agreement, other than billing correspondence/notices, will be delivered by certified mail, return receipt requested, or by recognized overnight carrier to the addresses listed below. Either party may change the address to which notices are sent by sending written notice of such change to the other party. Billing correspondence/notices shall be sent to Agency's remit to address as indicated on its invoice.

If to School:  
**Union Board of Education**  
**2369 Morris Ave.**  
**Union, NJ 07083**

If to Agency:  
**Loving Care Agency**  
**611 Route 46 W, Suite 200**  
**Hasbrouck Heights, NJ 07604**  
Attn: Jeanine Stawinski

- c. Assignment - Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party.
- d. Waiver of Breach - No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions, or provisions within this Agreement shall be deemed or taken to be a waiver of any other covenant, condition, or provision or a waiver of any subsequent breach of the same covenant, condition, or provision. The failure of a party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver or deprive the party of the right thereafter to that term or any other term of this Agreement.
- e. Entire Agreement - This Agreement constitutes the entire understanding and agreement between the parties, supersedes and replaces all prior written or oral agreements between the parties and may not be amended, modified, or supplemented in any respect except by a subsequent written agreement

entered into by both parties. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.

- f. Severability - The provisions of this Agreement are severable, and, if any provision of this Agreement is to be held invalid, illegal, or otherwise unenforceable, in whole or in part, in any jurisdiction, that provision or part thereof shall be ineffective to the extent of the invalidity, illegality, or unenforceability in that jurisdiction, without affecting the remaining portions of this Agreement in any way, or rendering any further portion or portions of this Agreement invalid, illegal, or otherwise unenforceable.
- g. Binding Agreement - This Agreement shall be binding upon the parties and their respective successors and assignees.
- h. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as indicated below.

Union Board of Education

Loving Care Agency, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: Glen Cavallo

Title: \_\_\_\_\_

Title: CEO

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

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

**IN ORDER TO BE BINDING, ALL CONTRACTS MUST BE COUNTERSIGNED WITHIN NINETY (90) DAYS OF SIGNATURE DATE OF AGENCY. AGENCY MAY DISCONTINUE SERVICES IF SIGNED AGREEMENT IS NOT RECEIVED WITHIN SUCH PERIOD.**