

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

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**TO: Pat Ditri**

**From: Kim Conti**



**Re: Board Agenda Items**

**Date: September 5, 2013**

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

**The committee recommends and I so move that approval be given to Loving Care, to provide private duty nursing services as required by the Student's Individualized Education Program. The hourly rate is \$55.00 per hour for the 2013-2014 school year. Not to exceed \$29,700.00 (Acct# 11-000-216-320-01-19)**

## **CONTRACT FOR NURSING/ CHHA SERVICES**

This agreement is made and entered into this 5<sup>th</sup> day of September , 2013, by and between Loving Care Agency, Inc. (AGENCY) located at 611 Route 46 West Suite 200 Hasbrouck Heights NJ 07604.

**AND: Union Board of Education  
2369 Morris Avenue  
Union, NJ 07083**

**RE: Nicholas Santos**

**ESY (Summer)Dates:  
ESY (Summer) Times:**

**Fall Dates: 9/9/13 to \*6/30/14  
Fall Times: 8:00am to 3:30pm (school hrs 9am to 2:30pm)**

**Financial Responsibility will be up to 7.5 hours.  
Including transportation.  
\* Or last day of school.**

**REMIT BILLS TO: Loving Care Agency, Inc.  
Commercial Lockbox  
P.O. Box 12400  
NEWARK, NJ 07101-3500**

**SCHOOL ATTENDING: Jardine Academy 61 Mertle Ave Cranford, NJ 07016**

Hereinafter shall be referred to as SCHOOL.

The purpose of this Agreement is to address coordination to nursing and/or home health aide services for students with medical needs attending School; the details of which are set forth and enumerated below.

I. Loving Care Responsibilities

- a. Shall provide Nurses or Home Health Aides who will provide medical care as appropriate to child's medical needs while attending School.
- b. Shall provide all Nurses/CHHA's with training and continuing in-service training according to Medicaid guidelines and regulations.
- c. Shall ensure that all Nurses/ CHHA's have a pre-employment physical examination which includes the two step tuberculin screening by means of a Mantoux test and/or chest x-ray if a positive Mantoux is documented.
- d. Shall provide School with a copy of the Physician's Plan of Care for each student serviced and update School upon any changes to the Plan. (With the authorization of parent / legal guardian)
- e. Shall document care given to each student (such as medications given and/or treatments administered during school hours) and provide a copy of said documentation each week to the school nurse; as well as communicate any changes in the student's health status to the school nurse in a timely manner. (With the authorization of parent / legal guardian)
- f. Shall conduct themselves in a professional manner during the time they are at School.
- g. Shall provide a detailed criminal background check on each Nurse employed by Loving Care Agency prior to the nurse starting work with the student.

II. School Responsibilities

- a. Shall, based upon each individual student's medical needs, enable Loving Care Nurses to attend to students as required by the plan of care.
- b. Shall instruct Loving Care Nurses on the daily operations of School so as to ensure smooth transition of Nurses in the classroom setting.

III. Mutual Responsibilities

- a. Confidentiality
  - i. Shall respect and maintain the confidentiality of all discussions, deliberations, patient care records, and any other information generated in connection with individualized patient care, risk management, and/or peer activities.
  - ii. Shall protect the privacy, confidentiality, and security of all medical records, proprietary information, and other confidential information relating to both parties of this Agreement and any student serviced under this Agreement.
  - iii. Shall make no voluntary disclosure of any discussion, deliberation, patient care record or notes, or any other patient care, peer activity, or risk management information, except where required by, or permitted by, law.
- b. Shall maintain open communication between the parties to ensure the best possible care for each student serviced.
- c. Shall agree that all services performed under this Agreement are performed in a manner consistent with the terms and provisions hereof; all applicable legal and regulatory standards; and currently approved methods and standards of practice applicable generally with respect to such services.

IV. Term of Agreement

a. Term

This Agreement shall be in full force and effect as of the date set forth at the beginning of this document and for the ensuing full school year. This Agreement may be amended or modified at any time during the term by mutual consent of the parties and shall be attached and become part of this Agreement.

b. Termination

This Agreement may be terminated without cause on at least thirty (30) days written notice by either party. This Agreement may be terminated for breach of this Agreement or other cause by giving the other party ten (10) days written notice of such breach or cause and an opportunity for the other party to cure during the ten (10) days.

Notwithstanding the forgoing, in the event Loving Care 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 of the Agreement must be delivered by certified or registered mail.

c. Termination of Nurse/ CHHA

School may, in its discretion and for good cause, require Loving Care to terminate the services of a particular Nurse or Aide or refuse the services of a particular Nurse or Aide if School determines that such Nurse or Aide is conducting themselves in such a way as to be of harm to a student. Upon the request by School, Loving Care shall make every effort to replace any Nurse or Aide terminated with another duly qualified Nurse or Aide to provide service for the next assigned block of hours of such terminated Nurse or Aide.

V. Billing and Rates

a. Billing

Loving Care shall send School an itemized bill, on Loving Care's own invoice, each (30) days on along with clinical notes (documentation) detailing the patient's name, date of service, type of service rendered, and length of said service. School agrees to pay properly submitted bills within thirty (30) days of receipt and Loving Care will look to School as the sole source of payment, pursuant to the rate indicated below.

Billing correspondence and notices shall be sent either by registered or certified mail (with the date of mailing being used as the date of delivery) or facsimile to the following:

Loving Care Agency, Inc.  
Commercial Lock Box  
P.O. Box 12400  
Newark, NJ 07101  
Facsimile No. 201-288-1375

b. Rate

School does not guarantee any minimum number of hours to Loving Care during the term of this Agreement, but agrees not to cancel any covered shift by Loving Care unless requested for medical reasons or requested by client/family.

Loving Care agrees to supply services under this Agreement at the following rate:

	<u>Hourly</u>
RN	\$ 55.00
LPN	\$ 45.00
CHHA	\$ 24.00

The hourly rate shall be billed at a minimum two (2) hour increment. The hourly rate shall then be billed in fifteen (15) minute increments of service.

c. Transportation

Transportation between the child's home and School shall be included in the allowable billable hours of service.

VI. Indemnification

Each Party shall hold harmless, and indemnify the other Party and 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.

VII. Insurance

a. Worker's Compensation

Loving Care shall be responsible for the provision of any worker's compensation insurance necessary for its employees performing under this Agreement. Loving Care shall provide School with appropriate certification evidencing such coverage.

b. Professional Liability

Loving Care shall be responsible for the provision of professional liability insurance covering acts or omissions of any Nurse/CHHA working at School under this Agreement. Loving Care shall provide school with appropriate certification evidencing such coverage.

VIII. Status of the Parties

Loving Care and School agree that Nurses/CHHA are acting as independent contractors and are not agents or employees of School. No Nurse/CHHA 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 Nurse. Further, no Nurse/CHHA will be covered under School's worker's compensation, social security, or unemployment compensation programs.

IX. Miscellaneous Provisions

a. Solicitation

School agrees that, during the term of this contract and for one (1) year after the last Nurse/CHHA has 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 Loving Care Agency, Inc., or any of its affiliated companies. School also agrees not to do 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 Loving Care Agency, Inc., or its affiliates.

b. Assignment

Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.

c. 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.

d. Governing Law

This Agreement shall be construed and governed by the laws of the State of New Jersey.

e. Amendments

This Agreement may not be changed orally and may only be amended by an agreement in writing signed by the parties.

f. Notices

All notices, other than billing, between the parties shall be done by registered or certified mail (with the date of mailing being used as the date of delivery) or by hand delivery to the following addresses:

Loving Care Agency  
Contracts  
611 Route 46 West, Suite 200  
Hasbrouck Heights, NJ 07604

Union Board of Education  
2369 Morris Avenue  
Union, NJ 07083

g. Execution

This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Loving Care and School by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed to be an original, but both duplicate and originals together constitute one and the same instrument.

h. 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.

i. 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.

**j. Binding Agreement**

This Agreement shall be binding upon the parties and their respective successors and assignees.

**k. Authority**

The execution of this Agreement by the undersigned has been duly authorized in accordance with the respective policies and procedures.

**l. Non-discrimination**

Both parties believe that every child deserves a right to an education as well as any health care necessary to access appropriate educational opportunities and therefore prohibit discrimination 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.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day and year first above written:

Loving Care Agency, Inc.

Signature:  \_\_\_\_\_

Date: 9/5/13

Printed Name: George Herchenroether, Senior Vice President, CIO

Union Board of Education

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

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

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

**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.**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LOVING CARE AGENCY, INC.  
**Trade Name:**  
**Address:** 611 ROUTE 46 W STE 302  
HASBROUCK HEIGHTS, NJ 07604  
**Certificate Number:** 0618701  
**Effective Date:** July 13, 1994  
**Date of Issuance:** April 12, 2013

**For Office Use Only:**  
20130412140452869



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Loving Care Agency, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>Commercial Lockbox: PO Box 12400</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Newark, NJ 07101</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									
2	2	-	3	2	6	8	0	8	8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/1/13</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.