

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

TO: Dr. Scott Taylor
Dr. Gretel Perez
Yolanda Coon
Diane Cappiello
Bernadette Watson

From: Kim Conti 

Re: Board Agenda Item

Date: May 1, 2023

Approve Starlight Homecare Agency, Inc., 160 Pehle Ave., Suite 203, Saddle Brook, New Jersey 07663 to provide Nursing Services, at the rate of \$62.00 for RN and \$50.00 for LPN, not to exceed \$85,000.00 for the 2023-2024 school year. (Acct # 11-000-216-320-01-19)

Contract for 'In-School' Nursing Services

This agreement is made the 5th day of April, 2023, 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.

- 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 thirty (30) days of receipt. Any bill not paid within thirty (30) 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.

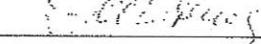
IV. DURATION AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2023 and will remain in effect through June 30, 2024.
- 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: 4/05/2023

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

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. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees and independent contractors which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per occurrence and in the sum of Three Million Dollars (\$3,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's general liability insurance policy. Provider's liability program shall not exclude abuse and molestation.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

II. 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 basis 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 **2023-3024 school**

Rider, but to the extent any terms included in any attached document 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.

X. 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
Township of Union Public Schools
2369 Morris Avenue
Union, NJ 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:

Starlight Homecare Agency, Inc.
160 Pehle Avenue, Suite 203
Saddle Brook, NJ 07663s
ATTN: Contracts Department

SIGNATURES ON NEXT PAGE

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

(Signature) _____

Print name/Title:

Dated: _____

BOARD OF EDUCATION

(Signature) _____

Print Name/Title:

Dated: _____

