

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

To: Dr. Gerald Benaquista

**C: Yolanda Koon
Dr. Gretel Perez
Diane Cappiello
Bernadette Watson**

From: Kim Conti 

Re: Board Agenda Item

Date: April 24, 2024

Approve Mom and Dad Care Home Health PC 107 East Mount Pleasant Avenue Suite 13, Livingston NJ 07039 to provide Nursing Services, at the rate of \$109.00 for RN /LPN Weekdays and \$119.00 RN/ LPN for Weekends and Holidays not to exceed \$240,000.00 for the 2024-2025 school year. (Acct # 11-000-216-320-01-19)



**MOM AND DAD
CARE HOME HEALTH PC**

107 E MOUNT PLEASANT AVE
SUITE:13, LIVINGSTON, NJ-07039
PH:973-3109922, FAX:973-310-9923
www.momanddadcarehomehealth.com
contact@momanddadcarehomehealth.com

Bill Rate/Contract:

Date: 04/17/2024

This agreement is between MOM AND DAD CARE HOME HEALTH PC, hereby known as provider and Township of Union Public Schools, hereby known as business associate. The rate for MOM AND DAD CARE HOME HEALTH PC for the following services are:

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

RN/LPN Weekday: \$109 per hour (Normal rate is \$135 per hour).

RN/LPN Weekend/Holidays: \$119 per hour (\$139 per hour).

HHA (home health care aid) Weekday: \$49 per hour (Normal rate is \$65 per hour).

HHA (home health care aid) Weekend/Holidays: \$59 per hour. (Normal rate is \$70 per hour).

Transportation services of nursing/aide's services will have a minimum 5-hour billing per day or minimum 2.5 hour per trip. Any cancellation of services needs 24-hour notice, otherwise there will be a 5-hour minimum charge. **Contract period: July 1st, 2024, to June 30th, 2025**, with an automatic renewal option unless it's cancelled by either party. All rates are subject to change with 4 weeks prior notice. **We offer an additional discount of \$10 per hour in nursing fees if there is a minimum of 5 students/patients for the year 2024 – 2025.**

Payment Responsibility/Finance Charges

MOM AND DAD CARE HOME HEALTH will generate a biweekly invoice. Township of Union Public Schools hereby agree to pay all invoices upon receipt. All charges not paid within thirty days will bear an interest of 1.5% per month. Township of Union Public Schools are liable for all charges, including collection costs and all attorney's costs regardless of payer.

Overtime/Holiday Charge

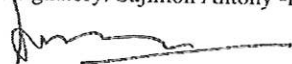
All charges for services rendered on holidays or rendered by the same individual for more than 40 hours during any work week will be one and one-half times the applicable weekday or weekend rate. Holidays are New Year's Eve, New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day,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

This contract supersedes all previous contracts. MOM and DAD CARE HOME HEALTH hereby agrees to provide professional trained staff and will provide all requested necessary documents before sending an employee for the job.

Provider: MOM AND DAD CARE HOME HEALTH PC

Name of the signatory: Sajimon Antony -Director

Signature:

 04-17-2024

Business Associate: Township of Union Public Schools.

Name of the signatory:

Signature:

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between **Mom & Dad Home Health PC**, with offices located at 107 Mount Pleasant Avenue, Suite 13, Livingston, NJ 07039 and the **Union Tp. Board of Education**, for the **2024-2025** academic school year. 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. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as “Pass the Trash”, the “PTT Law”), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees 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 individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
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.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Fees.

The Provider shall be paid in the amount set forth in Agreement, not to exceed **\$240,000.00** for the **2024-2025** school year.

VII. Term.

This Contract may be renewed at the option of the Board for two additional one-year extensions subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

VIII. 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 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.

IX. 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 Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract 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/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Sajimon Antony, Director

Mom & Dad Home Health PC
107 Mt. Pleasant Ave., Ste. 13
Livingston, NJ 07039

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

