

**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. Gerald Benaquista**

**C: Dr. Jose Rodriguez  
Marissa McKenzie  
Yolanda Koon  
Bernadette Watson  
Diane Cappiello**

**From: Kim Conti** 

**Re: Board Agenda Item**

**Date: April 29, 2025**

**Approve Starlight Homecare Agency, Inc. d/b/a Star Pediatric Home Care Agency, 160 Pehle Avenue, Ste. 203, Saddlebrook, NJ., 07663 to provide Nursing Services at the rate of \$64.00 for RN and \$55.00 for LPN for the 2025-2026 School Year (not to exceed \$150,000.00).  
(Acct # 11-000-216-320-01-19)**



## Contract for 'In-School' Nursing Services

This agreement is made on the 8<sup>th</sup> day of April 2025, 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.



- C. Service. AGENCY will provide an RN or LPN to care for STUDENT(S) each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting STUDENT to and from SCHOOL on the school bus and providing care to STUDENT during the school day. Upon execution of this Agreement, SCHOOL will provide AGENCY with a schedule of the school calendar including scheduled days off.
- D. Place of Performance. AGENCY will provide services on the school bus during transportation and at schools located within SCHOOL's district or other specified location where STUDENT will be during the school day. SCHOOL acknowledges and understands that AGENCY cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance. AGENCY will maintain general liability and professional liability coverage for any negligent acts or omissions of AGENCY employees, which may give rise to liability under this Agreement. Throughout the term of this Agreement, AGENCY agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. AGENCY will provide SCHOOL with evidence of such coverage upon request. Upon request, AGENCY will name SCHOOL as additional insured on general liability policy only and only to the extent of AGENCY's negligence. AGENCY will maintain Workers' Compensation insurance for its employees providing services to student.
- F. Indemnification. AGENCY shall indemnify the SCHOOL, its employees and agents from any and all liability arising solely out of the Agency's negligence in connection with the performance of the services described herein.
- G. Policies and Procedures. AGENCY will follow SCHOOL's policies and procedures while providing care in the SCHOOL.
- H. Equal Opportunity Employment. AGENCY agrees to comply with the State of New Jersey requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, AND THE Americans With Disabilities Act, where applicable, during the performance of this Agreement and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. AGENCY will provide required reports upon request.

## II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. SCHOOL will remain responsible to compensate AGENCY for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.



- B. Cancellation of Services. SCHOOL agrees to contact AGENCY as soon as they are aware that the STUDENT will not attend school on a particular day. AGENCY must be notified no less than 4 hours prior to the assigned time. If the AGENCY is not notified or not notified within said time, SCHOOL may be charged a minimum of 2 hours for nurse's paid time of inconvenience.
- C. Insurance. SCHOOL shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of SCHOOL acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement. SCHOOL shall maintain at its sole expense, Workers' Compensation Insurance for its employees.
- D. Indemnification. Subject to provision of the New Jersey Tort Claims Act, N.J. S.A. 59:1-1 et seq., SCHOOL agrees to indemnify and hold AGENCY harmless from all bodily injury and/or property damage claims arising from any act or omission of SCHOOL, acting through its directors, agents, employees or other personnel.
- E. Confidentiality. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and personal information of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as intended by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information that is in the public domain or required to be disclosed by law or legal process.
- F. Employment Status. SCHOOL understands and agrees that the RN/LPN is an employee of AGENCY and SCHOOL will not attempt to solicit the RN/LPN to work privately for SCHOOL, without written authorization from AGENCY, during the term of this Agreement and for one (1) year following its termination or expiration. SCHOOL recognizes the recruiting, training and retention expenses that AGENCY encounters as an employer and acknowledges that AGENCY is not a placement or referral service. Should SCHOOL desire to hire one of AGENCY's employees, SCHOOL agrees to provide AGENCY with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000 whichever is greater. This fee shall apply to any AGENCY employee SCHOOL wishes to hire.

### III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate AGENCY at the rate of \$64.00/hour of RN services and \$55.00/hour of LPN services provided under this Agreement. SCHOOL will also pay for all time the AGENCY employee spends on the bus or otherwise transporting the STUDENT to and from the SCHOOL.



- 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, 2025** and will remain in effect through **June 30, 2026**.
- 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: 4/8/2025

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

BY: Michelle Stengart

BY: \_\_\_\_\_

Michelle Stengart  
Printed Name

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

Chief Executive Officer  
Title  
Signing with Authority for Star Pediatric Homecare  
Agency

\_\_\_\_\_  
Title  
Signing with Authority for SCHOOL





## Starlight Home Care Agency LLC dba Star Pediatrics Homecare Agency

### FEE COST

One-on-One: Registered Nurse (RN)	<u>\$64.00</u>
One-on-One: Licensed Practical Nurse (LPN)	<u>\$55.00</u>
Substitute School Nurse: Registered	<u>\$64.00</u>
Transportation Services: Registered/Licensed Practical Nurse (RN/LPN)	<u>3-hour minimum per ride \$64.00 RN/\$55.00 LPN</u>



## UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between **Starlight Homecare Agency, Inc. d/b/a Star Pediatric Home Care Agency** ("Provider") and the **Union Tp. Board of Education**, for the 2025 - 2026 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. RESPONSIBILITIES OF PROVIDER

#### A. Qualifications of Personnel.

(i) Provider represents that it is an approved agency as required by the State of New Jersey for related services pursuant to N.J.A.C. 6A:14-5.1 and N.J.A.C. 6A:2-5.2. Proof of agency status may be required prior to execution of this Agreement.

(ii) Provider shall only provide employees who are licensed or certified as may be required by State law. Provider shall make available for inspection, upon request of the Board, verification of current licensure or certification, as applicable.

#### B. Background Check.

Provider shall provide its New Jersey Department of Education Office of Student Protection Status (NJDOE OSPS) Application Approval Employment History Report including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement. During the term of the Agreement, Provider shall report to the Board any change in the information provided, including without limitation any arrest or conviction of any employees providing direct services to students. Failure to provide the NJDOE OSPS Application Approval Employment History Report or subsequent information about employees shall be considered a breach of Agreement.

#### C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7 ("PTT Law"), and hereby consents to any inquiries required by that law that may be performed by the Board.

Provider agrees to indemnify, defend and hold the Board and its respective officers, employees and agents harmless from and against any suits, actions, liabilities, claims, damages and expenses including, without limitation, costs of investigation, expert witness fees, and attorney fees for the defense of the underlying suit, arising out of or in any manner connected with Provider's compliance with its obligations under the PTT Law, including services performed under this Agreement by Provider, or anyone directly or indirectly employed by it, for any acts or omissions for which Provider may be legally liable with respect to the PPT Law. If in any given case a court rules that Provider is not negligent and/or did not breach its statutory duty, then Provider would have no obligation to defend and indemnify the Board.

### II. INDEMNIFICATION

Each Party, subject to the provisions of the New Jersey Tort Claims Act and availability of appropriated funds, shall be responsible for, and shall at its own expense, defend itself against any

and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act of omission of its employees, agents or contractors, in the performance of the obligations assumed by the party pursuant to this Agreement. Provider is subject to the New Jersey Contractual Liability Act. Each Party is hereby released from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or Federal law, to the extent caused solely out of or in connection with the other Party's performance of the obligations assumed pursuant to this Agreement.

### **III. FEES**

The Provider shall be paid in accordance with the fee rates in the attached agreement, in an amount **Not To Exceed \$150,000.00** for all services for the term of the Agreement.

### **IV. 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.

### **V. PUBLIC CONTRACTING REQUIREMENTS**

A. Non-Collusion. The Provider certifies 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. 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 conformance 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.

C. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

## VI. 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 Superior Court of the State of New Jersey, County of Union.
- 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.

## VII. NOTICE

**Notices to the Board shall be delivered to:**

Yolanda Koon, Business Administrator/Secretary Union Tp.  
Board of Education  
855 Lehigh Avenue  
Union, NJ 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

**PROVIDER**

**(signed)**

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Print Name/Title

**BOARD OF EDUCATION**

**(signed)**

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Print Name/Title