

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

TO: Dr. Gerald Benaquista

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

From: Kim Conti 

Re: Board Agenda Item

Date: May 1, 2025

**Approve Preferred Home Health Care and Nursing Services d/b/a Care Options for Kids to provide Nursing Services at the rate of \$59.00 for RN and \$54.00 for LPN. Not to exceed \$100,000.00 for the 2025-2026 School Year.
(Acct#: 11-000-216-320-01-19)**



School Staffing Agreement

Student Name(s)

This Agreement is entered into on **14th day of April 2025**, by and between **Union Twp. Board Of Education**, located at **2369 Morris Avenue, Union, New Jersey 07083**, referred to in this Agreement as **SCHOOL**, and **Preferred Home Health Care & Nursing Services, Inc. d/b/a Care Options for Kids (COFK)** including its affiliates and subsidiaries, with an office located at **45 Main Street (Highway 35) Eatontown, NJ 07724** referred to in this Agreement as **COFK**.

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage COFK to provide such personnel to supplement SCHOOL staff.

COFK employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and COFK agree to the following terms and conditions:

ARTICLE 1. - TERM OF AGREEMENT

Section 1.01

Term and Termination. This Agreement will be in effect for one (1) SCHOOL calendar year **07/01/2025-06/30/2026**. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. - RESPONSIBILITIES OF COFK

Section 2.01

Services. Subject to availability of qualified personnel CHHA(s), RN(s) and LPN(s), COFK will, upon request by SCHOOL, provide one-on-one nursing services to physically and/or mentally challenged SCHOOL STUDENT(s). COFK may also provide a SCHOOL nurse for sick days and vacation days for the regular/full-time SCHOOL nursing staff. Services will be provided according to the SCHOOL calendar year, provided by SCHOOL and includes, but not limited to, traveling to and/or from SCHOOL on transportation provided by SCHOOL.

Section 2.02

Personnel. COFK will supply SCHOOL with personnel who meet the following criteria:

- A.** Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.
- B.** Meet COFK and SCHOOL conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.



Section 2.03

Nurse Pool. COFK will establish a back-up personnel pool to provide coverage in the event of personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

Section 2.04

Insurance. COFK will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in aggregate covering acts or omissions which may give rise to liability for services under this Agreement. COFK will provide a certificate of insurance evidencing such coverage upon request by SCHOOL.

Section 2.05

Additional Insured Status and Certificate of Insurance. The SCHOOL(s), along with their respective officers, agents and employees, shall be named as Additional Insured's for Operations and Products / Completed Operations on the Contractors' Commercial General Liability Policy and the Contractor's Automobile Liability, which must be primary and noncontributory with respect to the Additional Insured's.

Section 2.06

Employer Obligations. COFK will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. COFK, or its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation and unemployment insurance.

ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

Section 3.01

Responsibility for Student Care. SCHOOL retains full authority for STUDENT(s) care while using COFK personnel.

Section 3.02

Individual Education Programs (IEP). Services to be provided will be determined by the individual students IEP. SCHOOL will provide COFK with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the STUDENT(s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT(s) physician.

Section 3.03

Right to Dismiss. If SCHOOL(s) Board or designee determines that anyone provided by COFK is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify COFK immediately. SCHOOL(s) obligation to compensate COFK for such personnel services will be limited to the number of hours actually worked. COFK will not reassign such personnel to SCHOOL without prior approval of the SCHOOL(s) Board or designee. COFK has the right to cure such incompetence by replacing incompetent personnel with competent personnel.



Section 3.04

Insurance. SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to COFK prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.

Section 3.05

Placement Fee. SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by COFK during the term of this Agreement. SCHOOL understands COFK is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become full-time employees by the SCHOOL. The SCHOOL further acknowledges the substantial investment in business related costs incurred by COFK to include advertisement, recruitment, interviewing, evaluation, reference, checks, training and supervising personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel who has been introduced to SCHOOL through this Agreement, SCHOOL agrees to give COFK one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through COFK for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period or SCHOOL agrees to pay COFK liquidated damages of thirty thousand dollars (\$30,000.00) or the sum of thirty percent (30%) of such Personnel annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. - MUTUAL RESPONSIBILITIES

Section 4.01

Orientation. COFK will cooperate with SCHOOL to provide COFK personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient COFK personnel to its hazardous communication procedures and the SCHOOL-specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

Section 4.02

Non-discrimination. Neither COFK nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era or any other category protected by law.

ARTICLE 5. - COMPENSATION

Section 5.01

Rates. COFK will supply personnel under this Agreement at the rates listed in Attachment A.

Section 5.02

Billing. COFK will submit invoices to SCHOOL at least monthly for personnel provided to SCHOOL. Invoices will be delivered via email to an assigned SCHOOL representative or department email address.



Email address: _____ Contact: _____

Additional correspondences are to be sent to the following SCHOOL address:

Union Twp. Board Of Education
2369 Morris Avenue, Union, New Jersey 07083

Section 5.03

Payment. All amounts due to COFK are due and payable within thirty (30) days from date of invoice.

Electronic payment via an ACH/EFT is the preferred method of payment. If unavailable, SCHOOL will send all payment to the following address:

Care Options For Kids
PO BOX 826408
Philadelphia, PA 19182-6408

Please send executed contracts and purchase orders to the following address:

Care Options For Kids
45 Main Street (Highway 35)
Eatontown, NJ 07724
P: (732) 443-8100
F: (732) 443-8101

northeast.nursing.contracts@cofk.com

Section 5.04

Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less. If payment is not received within 60 days from billing date, then services may be subject to suspension.

Section 5.05

Rate Change. COFK will give SCHOOL at least thirty (30) days advance written notice of any change in billing/hourly rates.

ARTICLE 6. - GENERAL TERMS

Section 6.01

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.

Section 6.02

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with the assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.

Section 6.03



Indemnification. Both parties, COFK and SCHOOL, agree to indemnify and hold harmless each other, their respective directors, officers, employees and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of either COFK or SCHOOL, their respective directors, officers, employees or agents under this Agreement.

Section 6.04

Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this agreement.

Section 6.05

Entire Contract. This Agreement constitutes the entire contract between SCHOOL and COFK regarding the services covered under this Agreement. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

Section 6.06

Availability of Personnel. The parties agree that COFK(s) duty to supply personnel on request of SCHOOL is subject to the availability of qualified SCHOOL personnel. The failure of COFK to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.07

Compliance with Laws. COFK agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01

HIPAA Compliance. In instance where COFK received Protected Health Information, (PHI), herein referred to as HIPAA from SCHOOL, COFK agrees that it shall:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.
- 2) No use or further disclosure of any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. COFK shall implement appropriate safeguards to prevent the use or disclosure of a patient(s) PHI other than as provided for by this Agreement.



3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

ATTACHMENT A

School Staffing Rates

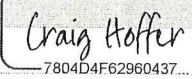
A school day consists of hours worked. (Eight (8) hours is the standard billing per day, but varies.)
Transportation only cases will be billed at 2.5 hours in the AM and PM.

If special needs one-on-one services are provided, charges will be based on a rate of \$61 per hour for services rendered by an LPN.

If special needs one-on-one services are provided, charges will be based on a rate of \$68 per hour for services rendered by a RN.

SCHOOL and COFK have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

School Name	Union Twp. Board Of Education		
Representative's Signature			
Representative's Name			
Representative's Title		Date	

Care Options for Kids	Signed by:		
Representative's Signature			
Representative's Name	7804D4F62960437... Craig Hoffer		
Representative's Title	Regional Vice President	Date	

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between **Preferred Home Health Care and Nursing Services d/b/a Care Options for Kids** (“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 \$100,000.00** 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)

Print Name/Title

BOARD OF EDUCATION

(signed)

Print Name/Title