

**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: April 17, 2025

**Approve Mom and Dad Home Health PC, 107 East Mount Pleasant Ave., Ste. 13, Livingston, NJ 07039 to provide Nursing Services at the rate of \$107.00 per hour for RN/LPN Weekdays and \$117.00 per hour for RN/LPN Weekends and Holidays. Not to exceed \$225,000.00 for the 2025-2026 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: 04/14/2025

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: \$107 per hour (Normal rate is \$145 per hour).

RN/LPN Weekend/Holidays: \$117 per hour (\$155 per hour).

HHA (home health care aid) Weekday: \$42 per hour (Normal rate is \$60 per hour).

HHA (home health care aid) Weekend/Holidays: \$50 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, 2025, to June 30th, 2026**, 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 \$15 per hour in nursing fees if there is a minimum of 5 students/patients per day for the year 2025 – 2026.**

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 agree 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:  04-14-2025

Business Associate: Township of Union Public Schools.

Name of the signatory:

Signature:

AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
[INSERT COMPANY NAME]

This Addendum to the Contract 04/14/2025 is entered into between the Township of Union Board of Education ("Board") and Mom and Dad Care Home, LLC [NAME] on this 14 day of April and 2025.

In consideration of the mutual promises, covenants, and agreements contained in the Contract 04/14/2025, parties agree as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, Mom and Dad hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. The company agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the Mom and Dad CARE HOME HEALTH shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

Mom and Dad Care Home Health

04/14/2025

A handwritten signature in dark ink, appearing to read 'SAJMON ANTONY', written over a horizontal line.

SAJMON ANTONY

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between **Mom and Dad Home Health, PC** ("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 \$225,000.00** 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