

F-21

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

TO: Dr. Scott Taylor

**C: Dr. Gretel Perez
Gerald Benaquista
Diane Cappiello
Yolanda Koon
Bernadetta Watson**

From: Kim Conti 

Re: Board Agenda Items

Date: October 10, 2022

Approve A Caring Connection, 423 South Avenue West, Westfield, NJ 07090 to provide Nursing Services, at the rate of \$70.00 for RN and \$60.00 for LPN, not to exceed \$90,000.00 for the 2022-2023 school year. (Acct # 11-000-216-320-01-19)



423 South Avenue West, Westfield New Jersey 07090

Phone: (908) 232-6484

fax: (908-232-6646

AGREEMENT BETWEEN
UNION TOWNSHIP BOARD OF EDUCATION
AND
A CARING CONNECTION

This letter agreement (this "Agreement and Business Associate Agreement ") confirms:

- a) The Medical Access Group t/a A Caring Connection located at 460 PARK AVENUE SCOTCH PLAINS NJ 07076 General Department of Consumer Affairs, (lic # HP0033500)
- b) That ACC is a Home Health Agency providing various service including Registered Nurses, Licensed Professional Nurses and Certified Home Health Aides to the community through state, insurance and private contract.
- c) ACC is an accredited home health agency providing direct care personnel

This Agreement sets forth the terms upon which ACC agrees to provide the student private duty school hour services to the School system and shall be effective in 2022 of this Agreement signed and returned to ACC. ("Effective Date") 10/05/2022. It is agreed that should the student receive this agency services prior to this date the contract will include those dates.

1. **Scope of Services.** ACC shall perform the services, as set forth in the attached "Exhibit A" ("referred to as "ACC Compensation Services Schedule").
2. **Fee and Payment for Services.** The fee for ACC accepted referrals shall be evaluated periodically based on general accepted rates.
3. **Term.** This term of this Agreement (the "Term") shall commence on 10/05/2022 and shall remain in effect through June 30th 2023. Either party may terminate this Agreement for any reason upon sixty (60) day' notice to the other party. The School District may terminate this Agreement upon ten (10) days' notice if the other party is in default of an obligation under this Agreement. Upon termination, ACC shall only be entitled to receive payment for work performed and costs incurred as of the date of the notice of termination.
4. **Cooperation of A Caring Connection and (School District).** Both Parties understand and agree that the successful performance of this agreement depends upon our active cooperation and assistance, including that of your principals, management, directors, employees, agents and representatives. Both party's representatives including President and the Director of Nursing Service of ACC shall be accountable for implementation and maintenance of necessary information that promotes best nursing practices and client satisfaction.
5. **ACC Warranties; Disclaimer.** Both parties each acknowledge and agree that this Agreement relates solely to the performance of ACC. The (School Board) Dover, NJ understands and acknowledge while ACC provides private duty services, it does not provide legal advice on issues that may arise during the scope of its engagement, and any recommendation made by ACC shall not be relied upon as legal advice. ACC provision of service may at times provide the School District recommendations (based on client need) and solely for the purpose of enhancing care.



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6. **Damages Limitations.** ACC is not liable for any type of damages that may be related this Agreement or for loss of your records or data by the school that was not caused by the agency nurse.
7. **Independent Contractors.** ACC enters into this Agreement as, and shall continue to be at all times during the performance of this Agreement, an independent contractor of Board of Education. Under no circumstances shall ACC be or become your employee, agent, partner or principal while this Agreement is in effect.
8. **Confidentiality.** ACC agrees that any Confidential Information that has been disclosed solely for the purpose of enabling ACC to perform its duties under this Agreement. The term "Confidential Information" shall include, without limitation, information provided that has been designated as confidential: (1) client information (2) ACC personnel information (3) any other protected health information ("PHI"), as defined at 45 C.F.R. 160.103, relating to persons serviced by us; (4) ACC and the School District shall enter into this Business Associate Agreement in compliance with Health Information and Portability Administration Act (HIPAA) of 1996.
9. **Indemnity.** ACC shall defend, indemnify and hold the other party and its principals, directors, officers, employees, affiliates, agents and representatives harmless from and against any and all claims, demands, damages, judgments, liabilities, losses and expenses (including reasonable attorneys' fees) (collectively, "Claims) arising from or in connection with: (i) a material breach of this Agreement by such party, (ii) the negligence or willful misconduct of such party in its performance of this agreement (iii) fraudulent activities or violations of the law.
10. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other party.
11. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed in all respects by the laws of the State of New Jersey without giving effect to conflict of law principles. We consent to the exclusive jurisdiction and venue of the courts located in the State of New Jersey with respect to any dispute or matter arising out of or related to this Agreement.
12. **Notices.** All notices required to be given under this Agreement shall be in writing and shall be validly given if delivered personally or sent by US mail or overnight courier to the address identified at the beginning of this Agreement.
13. **Entire Agreement; Amendment.** This Agreement, including the Exhibits, and the Business Associate Agreement contains the entire agreement of the parties concerning our engagement. The terms of this Agreement can only be modified in a written document signed by both of us.
14. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document. We hope that you find the terms of this Agreement acceptable.



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16. Article: Affirmative Action

A) During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national ancestry, marital status, affectional orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302 The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



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B) In meeting the requirements with the Affirmative Action, A Caring Connection agrees that this letter of agreement is entered into between the Union Township Board of Education and A CARING CONNECTION on this 10/05/2022

In accordance with the New Jersey "Pass the Trash." law, N.J.S.A. 1&A:6-7.6 to 7-13 (hereinafter "Law"), which became effective June 1, 2019, A Caring Connection hereby acknowledge consideration of the mutual promises, covenants, and agreements contained in the Contract. A Caring Connection also agree and recognizes its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. A CARING CONNECTION agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, A CARING CONNECTION 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, sub-consultants, 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 a case.

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

- 17. Contract rate for term of contract.
- RN \$70.00 per hour
- LPN \$ \$60.00 per hour
- CHHA \$30.00 per hour

School Representative Date

Theresa La Rosa Bus. Adm.

Theresa La Rosa Bus Adm . 10/05/2022

Agency Representative Date

By signing this Agreement, we agree that we intend to be legally bound by the terms and conditions of this Agreement. Please return signed and dated copy to me and retain one for your file.
Please notify me with any concerns or questions moving forward or changes necessary.
Thank you,

Very truly yours,

Theresa La Rosa Bus Adm

Theresa La Rosa, Business Representative



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I have read and agree to the terms of representation set forth above.

to include any subsequent students

ACC Compensation Service Schedule

RN: \$70.00 per hour

LPN: \$60.00 per hour

CHHA: \$30.00 per hour

Theresa DeLeon
Home Care Agency Representative

Date 10/05/2022

Name of School District _____

School District Representative

Date _____



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ADDENDUM
TO
AGREEMENT BETWEEN
UNION TOWNSHIP BOARD OF EDUCATION
AND
A CARING CONNECTION

This Addendum to the letter agreement is entered into between the Union Township Board of Education ("Board") and A CARING CONNECTION on this 10/05/2022

In consideration of the mutual promises, covenants, and agreements contained in the Contract agree A CARING CONNECTION 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, 2019, hereby A CARING CONNECTION acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. A CARING CONNECTION agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, A CARING CONNECTION 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 a case.

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

By:

Theresa LaRosa for Admin

10/05/2022

Theresa LaRosa

Business Administrator

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between A Caring Connection, with offices at 423 South Avenue West, Westfield, NJ 07090 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. 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.

II. 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 Two 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.

III. 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 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 **Schedule of Fees**, provided that the total compensation for the **2022-2023 school year shall not exceed \$90,000.00 There shall be no change in rates for the 2022-2023 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five (5) days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

IV. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

V. 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.

VI. ADDITIONAL TERMS

A. 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.

B. Entire Agreement. **Each Agreement, Attachment, Fee Schedule, Proposal, or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any**

attached document conflict with the terms of the Rider, this Rider takes precedence.

- C. 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.

D. 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.
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Theresa LaRosa, Business Representative
A Caring Connection
423 South Avenue West
Westfield, NJ 07090

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Dated: _____

Print Name/Title:

Dated: _____

SCHEDULE OF FEES

RN hourly rate: \$70.00

LPN hourly rate: \$60.00

NOT TO EXCEED \$90,000 for the 2022-2023 school year