

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

TO: Dr. Gerald Benaquista

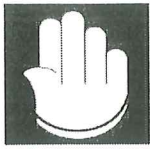
**C: Dr. Jose Rodriguez
Marissa McKenzie
Yolanda Koon
Bernadette Watson
Diane Cappiello**

From: Kim Conti 

Re: Board Agenda Item

Date: April 29, 2025

Approve White Glove Community Care, Inc. 89 Bartlett St., Brooklyn, NY. 11206 to provide Nursing Services at the rate of \$68.00 per hour for RN, \$58.00 for LPN and Transportation Services at a rate of \$85.00 per hour (2 Hr. Min.) for RN and \$80.00 per hour (2 Hr. Min.) for LPN for the 2025-2026 School Year. Not to exceed \$60,000.00. (Acct #: 7043/11-000-216-320-01-19)



**WHITE
GLOVE**

1470 Route 88
Brick, NJ 08724
Phone: (844) 828-2666
Fax: (718) 782-1538
www.whiteglovecare.com

This services agreement ("Agreement") is entered into on this _____ day of _____, 2025 by and between **TOWNSHIP OF UNION SCHOOL DISTRICT** ("District"), and **WHITE GLOVE COMMUNITY CARE, INC.** ("White Glove"), a licensed Health Care Service firm licensed by the NJ Division of Consumer Affairs pursuant to New Jersey Administrative Code Title 13.

WITNESSETH:

WHEREAS, White Glove is qualified, licensed and capable of providing Personnel (collectively and individually referred to herein as "**Personnel**") to perform professional services ("**Services**") for students of District.

WHEREAS, District and White Glove desire to establish a relationship, as hereinafter described, to ensure their mutual success and to define their respective rights and responsibilities; and

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, representations and warranties hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement

The term of this Agreement shall begin on July 1, 2025, and end on June 30, 2026 unless sooner terminated under the provisions of this Agreement.

2. Services to be Provided by White Glove:

(a). Upon the request of District, White Glove shall provide Personnel qualified to provide:

(i). Nursing services as Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs"). Each nurse shall have current and valid New Jersey State licenses/registrations and meet the requirements imposed by law or regulation by the State of New Jersey for the practice of nursing and provision of school nursing services.

(ii). Nursing services to be provided by Personnel include:

(A) Providing services and treatments requiring nursing skill in accordance with Plan of Care and physician orders, during school and transportation hours

2. Duties and Obligations of White Glove

(a). White Glove shall screen all Personnel in accordance with Federal, State, and local statutes, rules, and regulations including assessing credential

requirements for levels of skill, background, experience, and education.

(b). White Glove shall maintain and make available to Agency upon request, documented evidence of the satisfaction of personnel requirements for all assigned Personnel.

(c). White Glove shall assess staff competency for performing the tasks that may be assigned in a patient's plan of care upon hire and prior to their initial assignment by means of cognitive testing and observation. Paraprofessional's competency will be assessed by successful hands on demonstration of required skills prior to or during an initial service visit.

(d). White Glove will provide orientation to personnel regarding relevant home health regulations and as requested the Agency's policies and procedures made available to White Glove.

(e). White Glove shall ensure compliance with the home health professional and paraprofessional annual education requirements.

(f). White Glove will be responsible for ensuring that all services are rendered in accordance with all pertinent provisions of federal, state, and local statutes, rules, and regulations. Notwithstanding the foregoing, this provision shall not serve nor be construed in any manner to limit, eliminate, amend or modify Agency's obligations contained in this Agreement.

(g). White Glove will verify Personnel attendance by having them call in to clock in and out on an online timesheet management system. White Glove shall provide documentation of timesheets to District upon request.

(h). Throughout the Term of this Agreement, White Glove shall maintain general liability insurance and professional liability insurance on an occurrence basis, each in the amounts of at least One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars in the annual aggregate.

(i). White Glove shall ensure the quality of all services provided. The White Glove Quality Improvement Program monitors verbal and documented reports obtained from Personnel and patients involving unanticipated events which include errors in care or services provided, unanticipated deaths of patients assigned to Personnel, and injuries and safety hazards related to care and services provided. As appropriate, White Glove will notify the Agency of investigative outcomes and corrective measures taken in accordance with White Glove policies and procedures.

(j). White Glove shall ensure adherence to the Plan of Care or service Provisions established by District.

(k). White Glove will maintain a confidential file in accordance with applicable requirements of New Jersey Administrative Code for documented reports of unexpected incidents for purposes of QI Program tracking, monitoring, corrective action and prevention.

(l). Upon learning of any patient complaint or of the possibility that an incident has taken place, involving risk of harm to any patient, White Glove

shall immediately report such complaint or incident to Agency.

3. Indemnification

a) Agency agrees to indemnify, defend and hold harmless White Glove, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of Agency and/or Agency's breach of this Agreement. The indemnification provided under this paragraph 4(a) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. The indemnification provided under this paragraph shall survive the termination of this Agreement.

b) White Glove agrees to indemnify, defend and hold harmless Agency, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of White Glove and/or White Glove's breach of this Agreement. The indemnification provided under this paragraph 4(b) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. The indemnification provided under this paragraph shall survive the termination of this Agreement.

4. Independent Contractor Relationship

White Glove's relationship to Agency during the term of this Agreement shall be that of an independent contractor, and the amounts being paid hereunder shall not be subject to withholding taxes or other employment taxes as required with respect to compensation paid by an employer to an employee. All Personnel assigned by White Glove to provide Services to Agency are at all times employees of White Glove and are not independent or subcontracting parties of the Agency. White Glove shall be responsible for compensating Personnel and for withholding all amounts required by Federal, State and local tax laws to be withheld from such compensation. In addition, White Glove shall be responsible for paying social security, unemployment insurance, workers compensation and disability insurance for all Personnel in accordance with applicable laws.

5. Confidentiality.

White Glove acknowledges that Personnel will be privy to private and confidential medical information during the course of their placement at Agency. Agency acknowledges that all Personnel shall be designated as a member of the Agency workforce, as such designation is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and solely for the purposes of compliance therewith. In so doing, Agency agrees to train such Personnel in order to comply with the requirements of applicable law and regulation, including but not limited to, HIPAA, relating to the use or disclosure of Protected Health Information.

6. Compensation and Financial Terms

(a). Agency shall be responsible for processing all billing to Medicare, Medicaid, insurance and third party payers for all patients. White Glove shall not be responsible for billing or submitting claims for Services to any third party.

(b). On a weekly basis, White Glove shall submit to Agency a detailed schedule and invoice specifying the Personnel who provided Services during the prior Week, including any relevant patient records. Agency shall remit all payments to White Glove within thirty (30) days of receipt of said invoice.

(c). Base Rate. Agency shall compensate White Glove for all Personnel services provided in accordance with the following pay scale:

RN School Nurse	\$85.00 /hr.
RN (Registered Nurse) 1:1	\$68.00/hr.
LPN (License Practical Nurse) 1:1	\$58.00/hr.
Transportation RN (minimum of 2 hours)	\$85.00/hr.
Transportation LPN (minimum of 2 hours)	\$80.00/hr.
Paraprofessional/ Home Health Aide	\$35.00/hr.
Feeding Therapy	\$150.00/30 min visit
Physical / Speech/ Occupational Therapy Evaluation	\$300.00/per Eval
Physical / Speech/ Occupational Therapy Services	\$95.00/per 30 min session
Physical / Speech/ Occupational Therapy Services	\$115.00/per 45 min session
Physical / Speech/ Occupational Therapy Group Session	\$50.00 per child/ per 30 min session
Physical / Speech/ Occupational Therapy annual reporting, consultation, and meetings	\$130.00/ per hour
PTA	\$60.90 p/ 30 min session
COTA	\$60.90 p/ 30 min session

(d). Cancellation Rate. If the District cancels services with less than 12 hours' notice, White Glove shall not charge District except for 1 hour of travel time at the hourly assigned rate. For cancellations more than 12 hours in advance, White Glove shall not charge District.

(e). Overtime Rate. Agency shall compensate White Glove for all hours

worked in excess of forty (40) hours in one work week by any Personnel subject to an hourly rate as set forth in 7. (c) above at the rate of one and one-half times the regular hourly rate set forth in 7.(c) above. For purposes of this Agreement, one work week consists of seven consecutive days beginning and ending at midnight on Sunday.

(f). Without Cause Termination. Either party may terminate this Agreement, without cause, at any time by giving written notice to the other party at least thirty (30) days in advance of the termination date specified in such notice.

(g). Automatic Termination. This Agreement shall be terminated upon the occurrence of any of the following:

(i). the inability or failure of Agency to perform its obligations under this Agreement, provided such inability or failure remains uncorrected for a period of ten (10) days after receipt by the other party of written notice to cure such inability or failure;

(ii). Either party's failure to maintain the required insurance as specified in herein;

(iii). The suspension, revocation, termination, probation, restriction, expiration or surrender of either party's approval and/or licensure required to provide services in New Jersey.

7. Non-Solicitation

(a). District agrees that neither it, nor any of its directors, officers or employees shall, directly or indirectly, both during the provision of services by Personnel hereunder and for a period of one (1) year following the completion of any services provided by Personnel:

(i). hire, solicit, contact, or entice away, or attempt to hire, contact, solicit or entice away from White Glove any Personnel providing services to Agency, whether directly or indirectly, by personal communication or by written communication (not including mass media, such as radio or newspapers), or by making or causing or facilitating the making of contact by, through or on behalf of another entity; and/or

(ii). Take any action whatsoever that disturbs, or could reasonably be expected to disturb, the existing employment relationship of White Glove with any of its Personnel.

(b). In the event of a breach of the aforementioned paragraphs, 9(a)(i) and/or (ii) and notwithstanding the terms and conditions of this Agreement, the Agency agrees to pay to White Glove within ten (10) days of said breach of this Agreement in accordance such section hereof, an amount equal to ten thousand dollars (\$10,000) per each Personnel member that is, or are, the subject of the breach, as liquidated damages. This Section for liquidated and agreed-upon damages between the parties hereto is a *bona fide* provision for such damages and is not a penalty. The parties hereto acknowledge and agree that White Glove, having agreed to provide Personnel to Agency pursuant to the terms and

conditions of this Agreement, and in reliance thereof, in the event of a breach of the aforementioned provisions, 9(a)(i) and/or (ii) shall have sustained damages which will be substantial and not capable of determination and, as such, the liquidated and agreed-upon damages incorporated in this Agreement is a provision beneficial to all of the parties hereto.

8. **Miscellaneous**

(a). Neither party to this Agreement shall be responsible for consequential or special damages in connection with the services provided pursuant to this Agreement.

(b). White Glove agrees that if applicable, to the extent and for the time required by federal regulations, 42 CFR Part 420, subpart D entitled "Access to Books, Documents and Records of Subcontractors," which requires that service contracts valued at ten thousand dollars (\$10,000) or more over a twelve (12) month period between health care providers and subcontractors which were entered into or renewed after December 5, 1980, must include a clause which provides that the subcontractor or related organizations which perform any of the services provided, comply with requests by the Controller General, the Secretary of the Department of Health and Human Services and duly authorized representatives for access to the contract, books, documents and records which are necessary to verify the cost and provision of the services provided until four (4) years after the expiration of the services pursuant to such contract, each party shall maintain such books and records and shall comply with such requests.

(c). Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to its conflicts of law provisions.

(d). Assignment. Neither party hereto shall assign this Agreement or delegate its obligations hereunder without the prior written consent of the other party hereto in each instance. Notwithstanding, the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of White Glove and Agency.

(e). Notices. All notices and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: if by hand, immediately upon delivery; if by telex, telecopier or similar electronic device, two hours after sending; if by Federal Express, Express Mail or any other overnight service, the first business day after dispatch; or if mailed by certified mail return receipt requested, two (2) business days after delivery or return of the notice to sender marked "unclaimed". All notices shall be delivered or mailed to the parties at the following address (or to such other address as either party shall designate by notice in accordance with the provisions to this paragraph):

If to White Glove:

If to District:

White Glove Community Care, Inc.
1470 Route 88
Brick, NJ 08724

(f). Modification. This Agreement shall not be modified or amended except by a written document executed by both parties.

(g). Authorization. Each party acknowledges that the execution of this Agreement and all other documents of even date has been duly authorized.

(h). Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same agreement.

(i). Entire Agreement. This Agreement contains the entire Agreement between White Glove and Agency with respect to the subject hereof. White Glove and Agency expressly agree that there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied between them, other than as set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year first above written.

Signed by:

WHITE GLOVE COMMUNITY CARE, INC.:

Signature _____

Print Name _____

Title _____ Date _____

TOWNSHIP OF UNION SCHOOL DISTRICT:

Signature _____

Print Name _____

Title _____ Date _____

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Agreement between **White Glove Community Care, Inc. 1470 Route 88, Brick, NJ 08724** (“**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 \$60,000.00** 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