

REPORT OF THE BUSINESS ADMINISTRATOR/BOARD SECRETARY

REGULAR MEETING

AUGUST 21, 2023

PART I - FINANCE

A. CASH RECEIPTS – July, 2023

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the following  
Report of Cash Receipts for the month of July, 2023:

7/01/2023	CITIZENS INTEREST-N/P AGENCY, ETC. JUNE 2023	\$3,227.83
7/05/2023	STATE OF NJ-FICA JUNE 2023	\$175,023.65
7/05/2023	STATE OF NJ-FICA JUNE 2023	\$175,383.51
7/11/2023	STATE OF NJ NTE 23 IDEABASIC	\$63,618.00
7/12/2023	STATE OF NJ DOE GENERAL FUND	\$5,528,660.60
7/13/2023	FINAL REVISED CIFA PAYMENT	\$460,439.40
7/31/2023	STATE OF NJ TITLE 1 SIA NTE 23	\$4,063.00
7/31/2023	STATE OF NJ TITLE NON PUBLIC TECH	\$8,330.00
7/31/2023	STATE OF NJ NON PUBLIC TEXTBOOKS	\$9,828.00
7/31/2023	STATE OF NJ TITLE III LANG ACQ	\$13,064.00
7/31/2023	STATE OF NJ TITLE IIA SEI	\$54,060.00
7/31/2023	STATE OF NJ HOMELESS REIMBURSEMENT	\$57,481.95
7/31/2023	STATE OF NJ TITLE 1 GENERAL	\$179,678.00
7/31/2023	CITIZENS INTEREST	\$19,333.24
7/31/2023	CAFETERIA-PAYFORIT SALES	\$2,136.83
7/31/2023	KBOE-COPAY (AGENCY)	\$62,316.50
7/31/2023	REVENUES	\$513,940.54
7/31/2023	TOTAL	\$7,330,585.05
7/31/2023	INTEREST-CAPITAL RESERVE	\$11,018.25
7/31/2023	INTEREST- MAINTENANCE RESERVE	\$5,000.00
7/31/2023	INTEREST-CAPITAL PROJECT	\$172.73
7/31/2023	INTEREST- UNEMPLOYMENT FUND	\$987.18
7/31/2023	TOTAL INTEREST	\$17,178.16
7/31/2023	TOTAL RECEIPTS	7,347,763.21

B. APPROVAL OF BUDGET TRANSFERS

Proposed Resolution

*Resolved: That the Kearny Board of Education, based upon the recommendation of the Business Administrator/Board Secretary, does hereby approve the list of transfers as per the attached for 2023/2024 school budget.*

C. REPORT OF THE SECRETARY (A-148)

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept the monthly Report of the Secretary to the Board of Education for the month ending July 31, 2023 based upon the Board Secretary's certification that no line item account has encumbrances and expenditures which, in total, exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a). And be it further*

*Resolved: That for the record it be noted that after having reviewed the appropriations section of said report and also having consulted with the appropriate district officials, does hereby certify that no major account or fund has been over expended in violation of N.J.A.C. 6A:23-2.11 (b), and that sufficient funds are available to meet the District's financial obligations for the remainder of the 2023/2024 School Year.*

D. REPORT OF THE TREASURER OF SCHOOL FUNDS (A-149)

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept the monthly Report of the Treasurer of School Funds to the Board of Education for the month ending July, 2023.*

E. INVESTMENTS – AUGUST 21, 2023 BOARD REPORT

*Resolved: That the Kearny Board of Education does hereby confirm the action of the Business Administrator/Board Secretary in having made investments through Citizens Bank during the month of July, 2023. And be it further*

*Resolved: For the record, it can be noted that the interest earned on said investments amounted to \$39,739.23 for Citizens Bank bringing the year-to-date interest to \$39,739.23.*

F. PAYMENT OF BILLS

Proposed Resolution

*Resolved: That the Kearny Board of Education, based upon the representation of the Business Administrator/Board Secretary that he has examined, audited, and certified in writing that the attached bill list is correct in the total amount of \$3,043,509.49 covering the period of 7/25/2023 to 8/21/2023, does hereby order same to be paid, in accordance with NJSA 18A:19-4.1.*

G. ATHLETIC OFFICIALS ACCOUNT BILLS

Proposed Resolution

*Resolved: That the Kearny Board of Education, based upon the recommendation of the Business Administrator/Board Secretary, does hereby approve the Athletic Officials Account Report for the month of July, 2023.*

H. HORIZON BLUE CROSS & BLUE SHIELD OF NEW JERSEY

Proposed Resolution

*Resolved: That the Kearny Board of Education has approved the wire transfer in the amount of \$1,577,917.52 for August, 2023 which represents health insurance and prescriptions.*

PART II – FACILITIES

A. REQUEST FOR PERMITS

Proposed Resolution

*Resolved: That the Kearny Board of Education has hereby approved the permits for August, 2023.*



### PART III- NON-PERSONNEL

#### A. NJSIAA MEMBERSHIP

##### Proposed Resolution

*Resolved: That the Kearny Board of Education in Kearny, New Jersey hereby enrolls as a member of the New Jersey Interscholastic Athletic Association (NJSIAA), a non-profit association of the public and non-public high schools in the State of New Jersey, and is authorized to participate in the approved athletic activities sponsored by the NJSIAA.*

*The Board of Education (of a public school) or Chief School Administrator (of a non-public school) hereby adopts as its own policy and agrees to be governed by the Commission Bylaws, Rules and Regulations of the NJSIAA.*

*Administrative Responsibility - NJSIAA must rely upon voluntary compliance by its member schools in enforcing the eligibility standards set forth in NJSIAA Bylaws, Article V. Toward the end, the Principal of each member school has the affirmative obligation to report to the NJSIAA any violations of these standards. The fact that a school has disclosed that there has been an eligibility violation will not relieve the affected school of sanctions that may be imposed against it, pursuant to Article X of the NJSIAA Bylaws, including the forfeiture of games or events. However, the failure to disclose an eligibility violation may be grounds for imposing additional sanctions upon the offering school.*

*In addition, a school must maintain a status of "Member in Good Standing" as outlined in the Principal's Affidavit to remain eligible for NJSIAA activities and tournaments.*

#### B. APPROVAL OF SPECIAL EDUCATION TUITION CONTRACT WITH THE EAST NEWARK BOARD OF EDUCATION

##### Proposed Resolution

*Resolved: That the Kearny Board of Education, based upon the recommendation of the Business Administrator/Board Secretary and Director of Special Services, does hereby approve the 2023-2024 Special Education Tuition Contract with the East Newark Board of Education for one (2) students (D.C.R.) and (E.F.) beginning September 7, 2023 through June 21, 2024 at an annual tuition amount of \$30,289.00.*

C. GEORGE DAPPER, INC.

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the Lease Agreement with George Dapper, Inc. beginning September 1, 2023 to June 21, 2024 for two (2) 24 passenger vans at a monthly cost of \$6,600.00.00, plus a one (1) time security fee of \$280.00 and a delivery and pickup fee of \$150.00 per van for \$300.00. The two (2) vans are 2016 Chevy Thomas Vin#'s: 1GB3G3BG2F1108289 and 1GB3G3BG5F1108423.

D. MILLENNIUM COMMUNICATIONS GROUP, INC.

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby accept the quote from Millennium Communications Group, Inc. for an additional surveillance camera to provide video coverage from the new utility pole to view the rear of the Washington Elementary School Field at a total cost of \$8,780.00. All work will be performed under the NJ Prevailing Wage Act, NJ State Contract #T2989/88740.

E. HEMOCARE THERAPIES, LLC. DBA HORIZON HEALTHCARE STAFFING

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the agreement with Hemocare Therapies, LLC, doing business as Horizon Healthcare Staffing along with Horizon Staffing Resources for a full range of staffing services on an as-needed and as-requested basis including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, Paraprofessionals as well as other clinical and non-clinical staff for the district. Please see the attached rates and hourly requirements.

F. AA EAST, LLC DBA ALLSHIFTS

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the agreement with AA East, LLC, doing business as AllShifts for a full range of staffing services on an as-needed and as-requested basis specifically for Registered Nurses for a term of one (1) year until a written termination is received from the district. The rate for Registered Nurses is \$60.00/hour.

G. MAP RESTAURANT SUPPLIES

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the Map Restaurant Supplies quote for the Culinary Department at Kearny High School effective August 19, 2023 at a total cost of \$39,225.67 per the Hudson County Educational Services Commission Bid# HCESC - Cat - 22 - 08, Co-Op#34HUNCCP.

H. NORTHERN REGION EDUCATIONAL SERVICES COMMISSION - TUITION CONTRACTS

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby accept the tuition contracts from Northern Region Educational Services Commission for the educational services from Hope Academy through NRESC for two (2) Kearny students, T.M. and L.C., no later than October 1, 2023. The cost per pupil is \$25,000.

I. NFHS NETWORK - RENEWAL OF 2023-2024 PLAYON! SPORTS - SCHOOL BROADCAST PROGRAM SOFTWARE LICENSE

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve the NFHS Network Renewal of the 2023-2024 PlayOn! Sports School Broadcast Program Software License for Kearny High School at a rate of \$4,000.00.

J. EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby accept transportation services from the Educational Services Commission of New Jersey for the educational services from Hope Academy through ESCNJ for two (2) Kearny students, L.C. and T.M., effective September 6, 2023. The per diem cost per pupil is \$344.00.



K. EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby accept the transportation services from the Educational Services Commission of New Jersey for the educational services from North Hudson Academy through ESCNJ for two (2) Kearny students, C.F. and J.C., effective September 5, 2023. The per diem cost per pupil is \$460.00.

L. APPROVAL OF CHANGE ORDER #2 - RE: "FRANKLIN ELEMENTARY SCHOOL AUDITORIUM DUCTWORK INSULATION"

Proposed Resolution

Resolved: That the Kearny Board of Education, based upon the joint recommendation of the Business Administrator/Board Secretary and Project Architect, does hereby approve the following CHANGE ORDER for Reiner Group, Inc., in the following amounts to be paid from ARP ESSER II Funds:

Description of Change Order

Provide a credit of labor and materials to properly insulate the existing supply ductwork above the auditorium ceiling with 2" FSK duct wrap at Franklin Elementary School's auditorium. The contract is to be changed as follows and does not include permit costs:

The original contract sum.....	\$5,441,275.00
The contract sum will be increased by this change order .....	\$9,937.45.00
New Contract Amount .....	\$5,451,212.45

M. APPROVAL OF CHANGE ORDER #3 - RE: "FRANKLIN ELEMENTARY SCHOOL ROOF REPAIR FOR AREA IN POOR CONDITION"

Proposed Resolution

Resolved: That the Kearny Board of Education, based upon the joint recommendation of the Business Administrator/Board Secretary and Project Architect, does hereby approve the following CHANGE ORDER for Reiner Group, Inc., in the following amounts to be paid from ARP ESSER II Funds:



Description of Change Order

*Provide a credit of labor and materials associated with the Roof Repairs at Franklin Elementary School. The contract is to be changed as follows:*

<i>The original contract sum .....</i>	<i>\$5,451,212.45</i>
<i>The contract sum will be increased by this change order.....</i>	<i>\$64,210.00</i>
<i>New Contract Amount .....</i>	<i>\$5,515,422.45</i>

N. DONATION

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept a generous donation from Cali Carting, Inc. of \$2,500.00 for the Kearny High School Boys Basketball Program.*

O. DONATION

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept a generous donation from the Veterans of Foreign Wars of \$200.00 for the Kearny High School Cheerleading Team.*

P. DONATION

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept a generous donation from the Firefighters Mutual Benevolent Association Locals 18 & 218 of \$500.00 to the Kearny School District.*

Q. DONATION

Proposed Resolution

*Resolved: That the Kearny Board of Education does hereby accept a generous donation from Integrative Interventions, LLC. of \$25.00 to the Kearny High School Girls Volleyball Team.*

R. DONATION

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby accept a generous donation from Integrative Interventions, LLC. of \$25.00 to the Kearny High School Cheerleading Team.

S. DONATION

Proposed Resolution

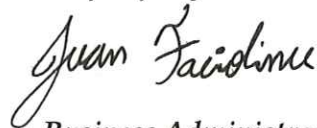
Resolved: That the Kearny Board of Education does hereby accept a generous donation from Northfield Construction Corporation of \$50.00 to the Kearny High School Football Program.

T. DONATION

Proposed Resolution

Resolved: That the Kearny Board of Education does hereby approve a generous donation from St. Stephens Roman Catholic Church of ten (10) backpacks with supplies for students that are in need in the Kearny School District.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Juan Faciolince". The signature is fluid and cursive, with the first name "Juan" and last name "Faciolince" clearly distinguishable.

Business Administrator/  
Board Secretary



**Homecare Therapies**  
dba/ Horizon Healthcare Staffing



**Horizon Staffing Resources**

1.

## **CLINICAL STAFFING AGREEMENT - SCHOOLS**

This Agreement (the "Agreement") dated the 1st day of July, 2023, between Home Care Therapies LLC dba Horizon Healthcare Staffing along with Horizon Staffing Resources (both to be referred to as "Horizon") and Kearny Public Schools and other related/affiliated organizations, corporations, or institutions hereinafter referred to as ("SCHOOL").

This Agreement shall commence on July 1, 2023 and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to SCHOOL on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, Paraprofessionals as well as other clinical and non-clinical staff hereinafter referred to as "Temporary Staff"; as referenced in section four of this agreement. Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
  - A. Provision of services: Horizon shall provide and furnish to SCHOOL all services on an as-needed and as-requested basis.
  - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman's compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
  - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow SCHOOL access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of SCHOOL while said individual is performing services pursuant to this Agreement.
  - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
  - E. Cooperation with SCHOOL: Horizon agrees to cooperate and participate with SCHOOL in any internal peer review, external audit systems and grievance procedures as may be established by SCHOOL. Horizon further agrees to participate in SCHOOL case conferences and continuing in-service education for Horizon's Temporary Staff.
  - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient's family for services provided pursuant to this Agreement.





**Homecare Therapies**  
dba/ Horizon Healthcare Staffing



**Horizon Staffing Resources**

2.

- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and SCHOOL

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign the SCHOOL's "Business Associates Confidentiality Agreement" and will also require all Temporary Staff sent to SCHOOL to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to SCHOOL upon request.

- H. Horizon will meet the qualifications of SCHOOL for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (New Jersey Office of Professions) and Office of Inspector General (Exclusion Database). In addition, Horizon agrees to check the New Jersey State Nurse Aid Registry to ensure that the CNAs sent to SCHOOL are eligible to work. If required, we will ensure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the School District and will complete any necessary forms specifically required by SCHOOL and to obtain the required fingerprinting. All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by The Department of Education of the State of New Jersey.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, and HIPPA.
- J. All Horizon Temporary Staffs will be issued an I.D. badge by Horizon.

**3. Duties and Obligations of SCHOOL:**

- A. Notwithstanding any provision herein to the contrary, SCHOOL remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations.

SCHOOL shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. SCHOOL will provide all supervision of the temporary staff Horizon furnishes.

- B. Should SCHOOL have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, SCHOOL must notify Horizon within one business day from the time services were rendered. It is the responsibility of the SCHOOL to monitor, manage, and ensure that the quality of the work provided by the temporary staff practitioners meets the standards of the SCHOOL. Failure to notify Horizon within this time frame (1 day) shall be deemed an acceptance to pay Horizon in full for services provided. Payments due to Horizon shall not be contingent upon the SCHOOL's reimbursement from its providers.



**Homecare Therapies**  
dba/ Horizon Healthcare Staffing



**Horizon Staffing Resources**

3.

- C. Cancellation: SCHOOL may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charge will be billed for lost shift wages.
- D. Horizon shall make every reasonable effort to secure substitute Temporary Staff for SCHOOL should it become necessary.
- E. Orientation: SCHOOL shall be responsible for orienting new Horizon personnel with the policy and procedures of SCHOOL. SCHOOL will be billed for the orientation.
- F. SCHOOL agrees not to directly or indirectly hire, or to use the services of any Temporary Staff assigned to it by Horizon within one (1) year after the last date of the Temporary Staff's assignment, or less than **1200 total working hours**. In the event SCHOOL either: (i) employs any Temporary Staff on a permanent or temporary basis, (ii) uses any Temporary Staff's services in a consulting or freelance capacity, or (iii) uses any Temporary Staff's services through another staffing agency, SCHOOL agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below (H.). It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- G. In the event one particular Horizon Temporary Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if SCHOOL chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by SCHOOL:

If SCHOOL decides to hire a Horizon Temporary Staff person furnished by Horizon, SCHOOL agrees to pay:

25% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon Temporary staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon Temporary staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon Temporary staff person's annual salary if they are hired after the person has worked 1200 hours.





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**Horizon Staffing Resources**

4.

**4. Rates and Payment for Horizon Homecare Therapies Services:**

**The following hourly rates will apply for all shifts and will be billed through Homecare Therapies LLC dba Horizon Healthcare Staffing for the 2023-2024 School Year:**

RNs - Health Office coverage/field trips	\$ 68.00/hr
RN – Certified School Nurse	\$ 80.00/hr
RNs - 1:1 (skilled nursing services for a special needs student)	\$ 76.00/hr
Specialty RN – 1:1 (enhanced nursing services for medically fragile... ...special needs students, a separate addendum will be signed for those cases)	\$ 80.00/hr
LPNs 1:1 Skilled Nursing	\$ 60.00/hr
LPNs Nurse Specialty (1:1 enhanced nursing service for medically fragile special needs students)	\$ 65.00/hr
Student Transportation ONLY - (2 hour minimum each way)*	\$ 85.00/hr
RN – Overnight School Trips	\$ 68.00/hr (7:30 am – lights out) \$ 10.00/hr (lights out – 7:30 am)
RN Visit (dispense meds)	\$ 125.00 per visit
RN in-service / consulting	\$ 156.00/hr
Nurse Practitioner	\$ 96.00/hr
CNAs	\$ 40.00/hr
Physical/ Speech/ Occupational Therapy	\$ 120.00/hr

**There is a 4-hour minimum per day for all positions. If the Temporary Staff person works less than 4 hours in a day, Horizon will invoice SCHOOL 4 hours at the above rate.**

**For those staffing assignments that require a clinician for 1:1 care of a special needs student, there will be a 4-hour billing charge for the following conditions:**

- Cancellation or absence due to inclement weather,
- Student absences for any reason (including: Quarantine and isolation, COVID virus symptoms, COVID screening, and COVID testing)
- Shadow training for a substitute 1:1 clinician

**\*The school district will be responsible for arranging the transportation of the nurse back to his / her car after each leg of the assignment and the school district will be invoiced for the time it takes the nurse to transport the student from the home (or from the school) and then back to the nurse's vehicle.**

**\*\*District may add up to two additional persons for a fee of \$90.00 pp. First Aid Reference Books are required at a cost of \$65.00 per book.**





**Homecare Therapies**  
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**Horizon Staffing Resources**

5.

**5. Rates and Payment for Horizon Staffing Resources Services:**

**The following hourly rates will apply for all shifts and will be billed through Horizon Staffing Resources:**

Paraprofessionals/Health Aides/Instructional Aides	\$ 36.80/hr
Paraprofessionals with Sub Certification	\$ 40.00/hr
ABA Paraprofessionals	\$ 42.00/hr
Registered Behavioral Technicians	\$ 42.00/hr
LMSW	\$ 59.00/hr
LCSW	\$ 75.00/hr
School Certified LCSW	\$ 80.00/hr
LDTC (Learning Disability Teacher Consultant)	\$ 96.00/hr
ABA (Nintey Minute Session)	\$ 126.00 per 90 minutes

**There is a 4-hour minimum per day for all positions. If the Temporary Staff person works less than 4 hours in a day, Horizon will invoice SCHOOL 4 hours at the above rate. In addition, there will be a 4-hour billing charge for the following conditions:**

- **Cancellation or absence due to inclement weather,**
- **Student absences for any reason where a temporary staff person is being used on a 1:1 basis (including: Quarantine and isolation, COVID virus symptoms, COVID screening, and COVID testing) unless the temporary staff person is placed on another assignment in the school/district.**

**If the same Temporary Staff person works at SCHOOL more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.**

**Shifts that are over 6 hours will be inclusive of a 30 minute paid break.**

**Horizon's payment terms are: invoices are due upon receipt.**

Invoices that remain unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. **Upon receiving Horizon invoice, if SCHOOL disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice.** Further, SCHOOL shall provide Horizon with all supporting documentation upon which SCHOOL is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by SCHOOL without such documentation and without written



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**Horizon Staffing Resources**

6.

authorization by Horizon. Payments due Horizon shall not be contingent upon SCHOOL's reimbursement from its Providers

This Agreement shall be governed by the laws of the State of New Jersey. It shall be at the sole discretion of Horizon Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Monmouth County or in any other appropriate jurisdiction at the sole and exclusive discretion of Horizon Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Horizon Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by SCHOOL.

The following holidays are billed at time and a half:

New Year's Day  
Martin Luther King  
Presidents' Day  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

All time cards and "sign in / out" sheets (furnished by Horizon to Temporary Staff) from School **must** be submitted prior to **noon** on **Monday** via fax (732) 817-0555, **and** mailed to 198 Route 9 North, Suite 107 Manalapan, NJ 07746. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.

SCHOOL will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.

6. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 8:30 am through 5:30 pm. SCHOOL will have access to our 24 hour a day, 7 days a week on-call coordinator.
7. Both parties shall comply with access to records pursuant to NJAC 6A:32
8. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Temporary Staff providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate
Professional Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate

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Initial





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**Horizon Staffing Resources**

7.

Horizon will provide a copy of the Certificate of Insurance to Kearny Public Schools upon request.

9. **Terms and Termination:**

Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.

10. **Indemnification:**

SCHOOL shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by SCHOOL, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold SCHOOL, including as applicable, Kearny Public Schools Board of Education, owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against SCHOOL as a direct consequence of Horizon's acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

11. **Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

12. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.





**Homecare Therapies**  
dba/ Horizon Healthcare Staffing



**Horizon Staffing Resources**

8.

**13. Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Horizon Healthcare Staffing  
198 Route 9 North  
Suite 107  
Manalapan, NJ 07726

**Kearny Public Schools**  
**172 Midland Avenue**  
**Kearny, N.J. 07032**

14. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.
15. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and SCHOOL. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

Print Name

Title

Anna Mancini  
Sr. Director of Client Services  
Horizon Healthcare Staffing

Signature

Date