

STATEWIDE RESPITE CARE PROGRAM
AGREEMENT FOR PURCHASE OF SERVICES

This Agreement is made and entered this 2nd day of February, 2026 by and between **VNANNJ Affiliated Health Services, Inc.**, at 175 South Street, Morristown, NJ 07960, a licensed Health Care Service Firm, hereinafter referred to as the **Sponsor Agency**, and **Preakness Healthcare Center**, 305 Oldham Road, Wayne, NJ 07470, hereinafter referred to as the **Service Provider**.

Witnessed, that for and in consideration of the mutual promises contained herein, it is understood and agreed by the parties that:

ARTICLE I

The purpose of this agreement is to provide Home Health Services, when available, for Statewide Respite Care Program clients. The Sponsor Agency bears ultimate responsibility for the administration of these services. The services will be rendered within or near the geographical area of Morris and Sussex Counties.

ARTICLE II: SPONSOR AGENCY RESPONSIBILITY

- A. Assess the need for Statewide Respite Care Services and the eligibility of patient and Caregiver.
- B. Request from the Service Provider that healthcare personnel are provided for assignment for such services. These requests shall be made in accordance with a Service Plan established between the Caregiver, who is a family member/friend of the client and the Statewide Respite Care Coordinator. The Statewide Respite Coordinator being a representative of the Sponsor Agency. Services provided are to be within the scope and limitations set forth in the Service Plan and may not be altered in type, scope or duration by the Service Provider.
- C. An individual letter of agreement shall be completed by the Statewide Respite Care Coordinator and sent to the Service Provider.
- D. Provided further that if funding source changes, the need for, or eligibility for said services for the patient change, then the Sponsor Agency, in its sole discretion, shall have the right to modify the quantity of said services, which right shall include complete elimination thereof, immediately upon notice to Service Provider.
- E. Billing and Payment:
 - (a) Billing and Payment for Services Provided to Eligible Clients.

1. Rates. Sponsor Agency shall reimburse the Service Provider a payment level established by the Department for the Statewide Respite Care service provided to Eligible Statewide Respite Care Client. These rates are set in the regulations (N.J.A.C. 10:164B-7.1(b)) – Appendix A. Service Provider shall accept this rate as payment in full for services provided to such Eligible Statewide Respite Care Client and shall not bill the Statewide Respite Care Client or his/her family, representatives or any third-party payer.
 2. Billing and Payment. Within seven (7) calendar days of the end of the month and within at least 30 days of providing respite services, Service Provider shall submit to Sponsor Agency an accurate and complete statement of all services provided to Eligible Statewide Respite Care Client. The statement shall be in a form acceptable to Sponsor Agency and include information usually provided to third party payers to verify the services and charges reflected in the statement. Sponsor Agency shall pay Service Provider within 30 days after receipt of a complete statement. Payment by Sponsor Agency in respect to such bills shall be considered final, unless adjustments are requested in writing by Service Provider within 30 days of receipt of payment. Sponsor Agency shall have no obligation to pay Service Provider for any service if Sponsor Agency does not receive a bill for such service within the timeframe specified above.
- F. Bills and certification of hour(s) forms must be submitted by the 7th of the month following services to ensure reimbursement within 30 days of date of invoice.
- G. The Sponsor Agency shall be responsible for maintaining fiscal and program controls and shall have the right to monitor the provision of services by the Service Provider in a manner reasonable and necessary to assure that services are being provided satisfactorily, provided further that unannounced spot checks by representatives of the Sponsor Agency are stipulated to be a reasonable and necessary means of monitoring.
- H. The Sponsor Agency shall not be held liable for any injuries or damages suffered by the Service Provider or caused by the Service Provider in the course of providing the services hereunder.

ARTICLE III: SERVICE PROVIDER RESPONSIBILITY

The Service Provider shall, in consideration of the payments described herein in Article II, Section D render services, when available, to Statewide Respite Care Program clients. These services shall include Home Health Aid Services for the client and respite for the caregiver.

§ 10:164B-5.2 Qualifications and requirements for provider agencies

- A. Provider agencies shall be accountable to the Sponsor Agency for the provision of respite services and shall enter into contracts with the designated Sponsor Agency.

- B. Provider agencies shall have demonstrated prior experience in delivering services to families with elderly and/or disabled members.
- C. Provider agencies shall agree to provide services at the rates set by the New Jersey Department of Human Services (Department).
- D. An individual desiring to provide services under the Statewide Respite Care Program shall enter into a sub-contract with the sponsor agency as a provider and be subject to all requirements of provider agencies.
- E. All individuals providing respite care which includes homemaker/home health aide or personal care services shall be certified homemaker/home health aides.
- F. The Sponsor Agency and/or the Department shall reserve the right to cease purchasing services from any provider agency when any breach of the rules contained in this chapter occurs, constituting grounds for contract cancellation upon reasonable notice.
- G. Each facility that is utilized for the Statewide Respite Care Program shall be licensed by the appropriate State licensing authority, if licensure is required in this State.
- H. Private duty nurses utilized by the Statewide Respite Care Program shall be:
 - 1. Nurses employed by agencies licensed or registered by the New Jersey Division of Consumer Affairs, Department of Law and Public Safety, in accordance with N.J.S.A. 56:8-1.1, and 34:8-43 et seq., and N.J.A.C. 13:45B, as applicable; or
 - 2. Nurses employed by home health agencies licensed by the Department of Health in accordance with N.J.A.C. 8:42.
- I. Agencies licensed or registered, pursuant to (h) above, that employ private duty nurses utilized by the Statewide Respite Care Program shall be accredited by an accreditation program, set forth below, as applicable to the agency:
 - 1. Community Health Accreditation Program (CHAP)
1300 19th Street, Suite 150
Washington, DC 20036;
 - 2. Commission on Accreditation for Home Care (CAHC)
154 South Street, 2nd Floor
New Providence, NJ 07974; or
 - 3. National Association for Home Care and Hospice (NAHCH)
228 Seventh Street, SE
Washington, DC 20003
- J. The Service Provider shall not sub-contract or assign any or all of the rights and obligations hereunder without the express consent of the Sponsor Agency. If such consent is granted, the Service Provider shall remain responsible for the performance of the obligations hereunder by a Sub-Contractor or Assignee.
- K. The Service Provider shall comply with all applicable laws and regulations relating to its activity (including laws prohibiting discrimination in employment or in the treatment of clients) and will comply with requirements of funding sources. The Service Provider

shall maintain as confidential all information regarding clients including services received by clients.

- L. The Service Provider shall maintain uniform records of services described herein and make such records available to the Sponsor Agency during the duration of the contract or / and a period of ten years.
- M. The Service Provider shall maintain direct responsibility as employer and shall designate a person or persons within the agency who shall have the responsibility of coordination and supervising services and ensuring quality care is provided.
- N. The Service Provider assures the education, training, and qualifications of the person or persons who have the responsibility of supervising services and staff providing care.
- O. The Service Provider shall indemnify and hold harmless the Sponsor Agency and its Officers, Director, Agents and Employees from any and all claims arising out of services, care and duties to be provided under this contract.
- P. The Service Provider will provide the Sponsor Agency, upon request, evidence of current license, certificate of insurance, and license / certification of personnel.

ARTICLE IV: MUTUAL RESPONSIBILITIES

The Sponsor Agency and Service Provider shall:

- A. Designate a person or persons with each agency who shall have the responsibility for coordinating service activities and assignments.
- B. Consult and cooperate on a continuing basis with the other agency in the establishment of mutually acceptable standards and procedures incidental to the carrying out of the provisions and purpose of this Contract for Purchase of Services.
- C. Comply with the provisions of the law as stated in The Health Insurance Portability and Accountability Act of 1996, which relate to the privacy, safeguarding and security of protected health information (PHI).

ARTICLE V: TERM OF AGREEMENT

It is understood and agreed by and between the parties hereto that:

- A. This Agreement and attachments constitute the entire contract between VNANNJ Affiliated Health Services, Inc. / Statewide Respite Care Program and the Service Provider.
- B. This agreement shall become effective on February 2, 2026, and shall remain for a period of one year. Thereafter, this agreement shall automatically renew for successive twelve (12)

months periods, unless, and until terminated as hereinafter provided. Agreement may be terminated at any time by either agency upon 60 days advance written notice to the other agency.

Each party shall be responsible for the acts of its officers, directors and employees. The Sponsor Agency shall maintain a liability insurance policy in the minimum amount of \$1,000,000.00 per incident, \$3,000,000.00 aggregate to cover all claims arising out of its performance of any services under this contract. The Service Provider shall maintain a liability insurance policy in the minimum amount of \$1,000,000.00 per incident, \$3,000,000.00 aggregate to cover any claims arising out of its performance of any services under this Agreement.

ARTICLE VI: AFFIRMATION OF NONDISCRIMINATION POLICY

Visiting Nurse Association of Northern New Jersey and its affiliated organizations affirm that its services are available to everyone in the community regardless of race, creed, color, national origin, age, sexual orientation, religion, disability/handicap or military service, and that:

1. No person is excluded from service because of race, creed, color, national origin, age, sex, sexual orientation, religion, disability/handicap or military service.
2. There is no segregation of those served on the basis of race, creed, color, national origin, age, sex, sexual orientation, religion, disability/handicap or military service
3. There is no discrimination with regard to hiring, assignment, promotion, or other conditions of staff employment.
4. The agency governing body is open to representatives from all segments of the public.

PREAKNESS HEALTHCARE CENTER

By: _____ Date: _____
Lucinda Corrado
Administrator

VNANNJ, AFFILIATED HEALTH SERVICES, INC.

By: _____ Date: _____
Faith F. Scott, MPH, MBA
President & Chief Executive Officer

APPENDIX A

NEW JERSEY ADMINISTRATIVE CODE
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*** This file includes all Regulations adopted and published through the ***
*** New Jersey Register, Vol. 54 No. 29, 1/2025 ***

TITLE 10. HUMAN SERVICES
CHAPTER 164B. STATEWIDE RESPITE CARE PROGRAM
SUBCHAPTER 7. REIMBURSEMENT AND PAYMENT

N.J.A.C. 10:164B-7.1 (2025)

§ 10:164B-7.1 Reimbursement

(a) The Department shall determine reimbursement and payment levels for the respite services to be provided under the program.

(b) The rates for the various types of respite services are as follows:

Service	Reimbursement Amount
Adult Day Health Services (medical)	\$89.55 per day
Alternate Family Care	Negotiated Rate
Assisted Living	Negotiated Rate
Campership	\$ 90.00 per day
Companion Services	\$ 12.00 per hour/weekday \$ 13.00 per hour/weekend
Homemaker/Home Health Aide	\$ 26.68 per hour/weekday \$ 27.68 per hour/weekend/holiday Negotiated Rate: 12-hour block Negotiated Rate: 24-hour block
Hospital Inpatient Respite	Negotiated Rate
Nursing Facility Respite	Negotiated Rate = Medicaid Rate
Private Duty Nursing	Medicaid Rate
Social Adult Day Care	\$ 45.00 per day
Residential Health Care Facility Respite	\$ 60.00 per day