

CONTRACT FOR SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this First day of July, 2011, by **Monmouth Ocean Educational Services Commission**, located at 900 Hope Road, Tinton Falls, New Jersey 07712 (hereinafter referred to **M-OESC**) and the **Board of Education of Brick Township**, 101 Hendrickson Ave. Brick, NJ 08724 (hereinafter referred to as **SCHOOL**).

RECITALS

A. **M-OESC** is engaged in the business of providing school nursing services and **SCHOOL** has identified a need for a certified **SCHOOL** nurse to provide basic nursing care and services to students.

B. WHEREAS, it is the desire of both parties to make provision for on-site nursing services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **M-OESC** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF M-OESC

A. Qualifications of Personnel

The nurse supplied by **M-OESC** shall be a Licensed Practical Nurse (LPN) or Registered Nurse (RN), as required, who shall hold a current license, registration or certification to practice in the State of New Jersey and shall provide services pursuant to the applicable state laws.

B. Personnel Records Inspection

M-OESC shall make available for inspection, upon the request of **SCHOOL**, the contractor file of its nurse who is providing on-site services. The contents of such file will include:

1. Verification of current licensure or certification as applicable; and
2. Completed application/resume; and
3. A criminal record check, conducted upon approval, if required by state law; and
4. Verified references; and
5. Evidence of any contractor performance evaluations.

C. Service

M-OESC shall provide nurse(s) to **SCHOOL** per the attached Schedule of Students who are to receive nursing services. The nurse will provide basic nursing services to **SCHOOL'S** students as assigned in Grades Pre-K thru 12. **SCHOOL** acknowledges and understands that nurse is a private sub-contractor and substitution of nursing services can be arranged under this contract, provided sufficient notice is given by **SCHOOL** and/or subcontractor nurse. **M-OESC** shall endeavor to place a nurse into the position that can fulfill the entire schedule. **M-OESC** will arrange for substitution when necessary.

D. Place of Performance

M-OESC shall provide services primarily at locations per the attached schedule.

E. Insurance

1. **Independent Nurse Contractor** shall maintain professional liability insurance.
2. **M-OESC** shall maintain general liability insurance for all acts of any contractor or employee.

F. Payment of Contractor

M-OESC, as a contracting agency, shall remain responsible for the payment of sub-contractor invoices, reimbursement of any required expenses of sub-contractor, IRS and state reporting requirements.

G. Equal Opportunity Employment

M-OESC agrees to comply with the New Jersey State requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the Americans With Disabilities Act, where applicable, during the performance of this Agreement and will not discriminate against any employee or applicant for employment or contractor because of age, gender, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation. **M-OESC** will provide required reports as requested.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services

SCHOOL shall compensate **M-OESC** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance

SCHOOL shall maintain at its sole expense valid policies of general liability insurance and Workers' Compensation Insurance.

C. Equipment and Supplies

SCHOOL shall supply **M-OESC** nurse with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **M-OESC** at a rate of \$48.00/hour for Registered Nurse (RN) services or \$38.00/hour for Licensed Practical Nurse (LPN) Services.

B. **M-OESC** shall forward to **SCHOOL** an itemized bill on a monthly basis.

C. **SCHOOL** and **M-OESC** agree that the fees paid to **M-OESC** as outlined in Section A will not be increased in an extension contract without mutual agreement of the parties.

D. **SCHOOL** agrees to pay submitted bills within thirty (30) days of receipt.

IV. ADDITIONAL TERMS

A. Term and Termination

This Agreement shall come into effect beginning on July 1, 2011 and shall remain in effect until June 30, 2012. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Governing Law

This Agreement shall be construed and governed in all respects according to the laws of the State of New Jersey.

C. Relationship to Parties

M-OESC is an independent agency. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

D. Assignment

This agreement may not be assigned by either party, in whole or in part, except as provided herein.

E. Modification of Terms

No amendments or modifications to the terms of this Agreement shall be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

F. Notices

Any Notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address as stated in the opening paragraph of this Agreement. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

G. Entire Agreement

This writing evidences the entire Agreement between **M-OESC** and **SCHOOL**. There are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in any number of Amendments or counter-parts, each of which will be given full effect under this Agreement.

DATE 1/18/12

DATE _____

BY: Chapman J. Dancy
Board President
**Monmouth-Ocean Educational
Services Commission**

BY: _____
Board President
**Brick Township Board of
Education**

DATE 1/18/12

DATE _____

BY: Kathleen Mandeville
Kathleen Mandeville, SBA
**Monmouth-Ocean Educational
Services Commission**

BY: _____
Mr. Walter Hrycenko
Superintendent of Schools (or)
James Edwards
School Business Administrator
Brick Township

BRICK TOWNSHIP
SCHEDULE OF STUDENTS
NURSING SERVICES

LPN SERVICES:

R [REDACTED] C [REDACTED]
E [REDACTED] J [REDACTED]
G [REDACTED] [REDACTED]
B [REDACTED] R [REDACTED]

RN SERVICES:

J [REDACTED] B [REDACTED]
R [REDACTED] C [REDACTED]
G [REDACTED] L [REDACTED]