

CONTRACT FOR SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this 1st day of **September, 2016** by **Monmouth Ocean Educational Services Commission**, located at 900 Hope Road, Tinton Falls, New Jersey 07712 (hereinafter referred to **M-OESC**) and the **Brick Township** (hereinafter referred to as **SCHOOL**).

RECITALS

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

B. WHEREAS, it is the desire of both parties to make provision for on site/off 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 Registered Nurse (RN)/Licensed Practical Nurse (LPN) 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

C. Service

M-OESC shall provide a nurse to **SCHOOL** for _____per week with the approval of **M-OESC**. The Nurse will provide basic nursing services to **SCHOOL'S** students. **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.

D. Place of Performance

M-OESC shall provide services primarily **(1:1) Bus Transportation Nurse and/or (1:1) Nursing Services/Substitute Nursing Services/Field Trip Nursing Services throughout the 2016-2017 school year.**

E. Insurance

1. **Nursing Agency** 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. **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

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance.
2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation Insurance for its employees.

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 **\$52.00/hour for Registered Nurse (RN) services and \$42.00/hour for LPN (students being transported will be billed a minimum of two (2) hours per trip)**

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

C. **SCHOOL** agrees that the fees paid to **M-OESC** as outlined in Section A will be automatically increased at each anniversary of the Agreement's effective date, without any notice or formal amendment required under the Agreement. This does not prohibit **SCHOOL** or **M-OESC** from negotiating additional services or adjustments to Section A during each then current contract term.

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, 2016 and shall remain in effect until **June 30, 2017**. 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 contractor. 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.

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 stated below. 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 which will be given full effect under this Agreement.

DATE _____

BY: _____
Board President
**Monmouth-Ocean Educational
Services Commission**

DATE _____

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

DATE _____

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

DATE _____

BY: _____
School Business Administrator
**Brick Township
Board of Education**