



LETTER OF AGREEMENT

This Letter of Agreement between Black Horse Pike Regional School District and Newborn Nurses, sets forth the terms and conditions under which Newborn Nurses agrees to furnish Licensed Practical Nurses and Registered Nurses to designated children attending school.

1. The Agreement shall be effective for the 2012-2013 school year.
2. Newborn Nurses' professional employees shall maintain, during the term of this Agreement, applicable state licensure.
3. Newborn Nurses shall submit invoices to Black Horse Pike Regional School District for services rendered within thirty(30) days following the date of service. Black Horse Pike Regional School District shall reimburse Newborn Nurses within forty five (45) days of the invoice.
4. Black Horse Pike Regional School District shall compensate Newborn Nurses for services at a rate of \$40 per hour for a Licensed Practical Nurses and \$50 per hour for a Registered Nurse.
5. Newborn Nurses and Black Horse Pike Regional School District agree to maintain adequate insurance for professional liability, general liability, and other such insurance as shall be necessary to protect their organizations and employees against any damages arising from carrying out the terms of this Agreement.
6. Newborn Nurses shall defend, indemnify and hold Black Horse Pike Regional School District harmless for and against any and all claims, demands, causes of action, lawsuits, cost and expenses, including reasonable attorney's fees incurred by Black Horse Pike Regional School District arising out of or related to the performance of this Agreement by Newborn Nurses, including but not limited to, claims for personal injury and professional malpractice. Black Horse Pike Regional School District shall defend, indemnify and hold Newborn Nurses harmless from and against all claims, demands, causes of action, lawsuits, damages costs and expenses, including reasonable attorney's fees, incurred by Black Horse Pike Regional School District as a proximate result of the acts or omissions of the school district's employees except those arising from or related to Newborn Nurses' negligence or willful misconduct or the negligence or willful misconduct of Newborn Nurses' employees.


Newborn Nurses

7. In performance of obligation, under this agreement, Newborn Nurses and its personnel are acting at all times as independent contractors and not as employees, agents, or servants of the Black Horse Pike Regional School District.
8. Newborn Nurses and Black Horse Pike Regional School District each recognize the confidential nature of patient information. To which nurses have access in carrying out their duties and the need to protect that information, Newborn Nurses and Black Horse Pike Regional School District shall each ensure that patient information remain confidential and protected under the law.
9. Black Horse Pike Regional School District agrees not to hire the employees of Newborn Nurses.
10. The term of this Agreement shall be for the duration of the school year, to include summer sessions. Thereafter, this Agreement shall be automatically renewed for successive one year periods unless terminated by either party. This Agreement may be terminated by either party upon thirty(30) days prior written notice to the other party.
11. This Agreement and the rights and obligations of the parties hereto, shall be governed by the laws of the State of New Jersey.

Newborn Nurses

Black Horse Pike Regional School District

 9/18/12
Name/Title Date


Name/Title Date

CONTRACT FOR IN SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this 9 day of October, 2012, by **BAYADA Home Health Care, Inc.**, with a service office located at 2140 Voorhees Town Center, Upper Level, Voorhees, New Jersey 08043 (hereinafter referred to as **BAYADA**) and **Blackhorse Pike Regional School District**, located at 580 Erial Road, Blackwood, New Jersey 08012 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing professional nursing services and ~~**SCHOOL** has identified a need for an in-**SCHOOL** nurse to provide basic nursing care to its students.~~

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, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) 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. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files 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 for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** shall provide an RN to **SCHOOL** on a substitute basis. The RN will provide basic nursing services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **BAYADA** cannot

guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.

~~2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.~~

F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

H. Equal Opportunity Employment. **BAYADA** 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 because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. **BAYADA** will provide required reports as requested.

I. Policies and Procedures. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** 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, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.

- D. Equipment and Supplies. SCHOOL will supply BAYADA's RN with all necessary equipment, tools, materials and supplies (including teaching materials and supplies) necessary to perform services under this Agreement.
- E. Employment Status. SCHOOL understands and agrees that the RN is an employee of BAYADA and SCHOOL will not attempt to solicit the RN to work privately for SCHOOL, without written authorization from BAYADA, during the term of this Agreement and for one (1) year following its termination or expiration. SCHOOL recognizes the recruiting, training and retention expenses that BAYADA encounters as an employer and acknowledges that ~~BAYADA is not a placement or referral service. Should SCHOOL desire to hire one of~~ BAYADA's employees, SCHOOL agrees to provide BAYADA with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any BAYADA employee SCHOOL wishes to hire.
- F. New Jersey Department of Education Requirements. As required by the New Jersey Department of Education (NJDOE), SCHOOL agrees to sponsor those BAYADA employees who will be providing services within SCHOOL's district. Such sponsorship includes, but is not limited to, an NJDOE Criminal History Review. SCHOOL agrees to provide BAYADA with all NJDOE forms and information necessary for BAYADA's employees to obtain the required Criminal History Review. BAYADA agrees to provide only employees that have been sponsored by SCHOOL and approved by the NJDOE.
- G. Compliance Program. BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate BAYADA at a rate of \$55.00/hour for RN services provided under this Agreement.
- B. BAYADA shall forward to SCHOOL an itemized bill on a weekly basis.
- C. SCHOOL agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. BAYADA reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse BAYADA for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on September 9, 2012 and will remain in effect through June 30, 2013. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. 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.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. 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 in 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 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.
- 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 **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 10/9/12

Date: _____

Debra Magaraci

Debra Magaraci
Director
Signing with authority for
BAYADA Home Health Care, Inc.

Jean Grubb
Business Administrator
Signing with authority for
**Blackhorse Pike Regional School
District**