



*Newborn Nurses, NBN Infusions, New Behavioral Network,
Companions for Care, Chronic Care Connections*

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 2013-2014 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

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except those arising from or related to Newborn Nurses' negligence or willful misconduct or the negligence or willful misconduct of Newborn Nurses' employees.

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

Shannon M. Eddy 8/29/13
Name/Title Billing Mgr. Date

Name/Title Date