

Lakewood Board of Education  
Lakewood, NJ 08701

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5/13/19  
(date)

**Form of Contract Agreement**

This Agreement is made the 9<sup>th</sup> day of July, 2019 for services by and between the Lakewood Board of Education ("The Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and Towne School Nurses, LLC, (the "Contractor/Provider" or "Provider"), whose address is 5140 U.S. Highway 9 South, Howell, New Jersey 07731, provided there is a Certified Budget. Moreover this is not effective until executed by the Superintendent of Schools, Mrs. Laura Winters, the Interim Business Administrator, Mr. Robert Finger, the State Monitor, Mr. David Shafter, and witnessed by General Counsel, Mr. Michael Inzelbuch.

**WITNESSETH**

WHEREAS, the Board desires to contract with the Towne School Nurses, LLC, to provide

**Chapter 226 Nonpublic Nursing Services**

"Services" described in detail below; and

WHEREAS, the Board advertised RFP02-1819 for proposals for Chapter 226 Nonpublic Nursing Services; and

WHEREAS, the Contractor/Provider submitted qualifications for the Services and possesses the necessary skills and qualifications to contract with the Board to provide said Services; and

WHEREAS, on May 13, 2019, the Board passed a resolution re-appointing such services to the Contractor/Provider; and (see Attachment B)

WHEREAS, it is the intention of both the Board and the Contractor/Provider to enter into an Agreement whereby the Contractor/Provider will provide the Services in accordance with applicable Federal and State law as well as the terms and conditions outlined in this Agreement; and

NOW, THEREFORE, the Contractor/Provider and the Board, for the mutual promises and

Towne Nursing 2019-2020

consideration herein specified, do-mutually covenant and agree as follows:

**Scope of Services**

- Assistance with medical examinations including dental screening
- Screening of hearing
- Maintenance of student health records and notifications of local or county health officials of any student who has not been properly immunized
- Scoliosis examinations of students between the ages of 10 and 18.
- The extension of emergency care provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a)4. These health services include:
  - The emergency administration of epinephrine via epi-pen pursuant to N.J.S.A. 18A:40 12.5;
  - The care of any student who becomes injured or ill while at school or during participation in school-sponsored functions;
  - The transportation and supervision of any student determined to be in need of immediate care; and
  - The notification to parents of any student determined to be in need of immediate medical care.
- The nursing services provided to nonpublic schools shall not include instructional services.
- The Clinic/Agency may provide additional services to those required above under the following conditions:
  - Such additional medical services may only be provided when all basic nursing services required have been provided, or will be provided;
  - Such additional medical services may include the necessary equipment, materials and services for immunizing students who are enrolled full-time in the

nonpublic school from diseases as required by N.J.A.C. 8:57-4, Immunization of Pupils in School;

- Equipment comparable to that in use in the school district may be purchased by the school district to loan without charge to the nonpublic school for the purpose of providing services under this section. However, such equipment
- shall remain the property of the Lakewood Board of Education and shall be labeled as such;
- Costs of supplies comparable to that in use in the school district and transportation costs may be charged to the funds allocated for each participating nonpublic school provided that they are directly related to the provision of the required basic nursing services and additional medical services which may be provided; and
- Any requests for additional services, supplies or equipment must be approved and procured by the District. Items will be labeled and inventoried prior to them being sent to the nonpublic school.

**Term of Contract—July 1, 2019-June 30, 2020 (see above for limitations)**

The Board engages the services of the Contractor/Provider and the Contractor/Provider agrees to provide all services as noted above for the period commencing July 1, 2019 and ending June 30, 2020, unless otherwise terminated and/or modified and/or extended.

**Compensation and Payment Process**

**Notice to Proceed—Purchase Order Required—Prior to Work; Services Rendered**

No work or service may be rendered until the contractor/provider receives an official purchase order authorizing the service to begin.

**A. Fee Payment Per Diem Rate**

The district shall pay the Contractor/Provider the rate as specified in the Contractor/Provider's response and in the board of education resolution awarding the contract. The total contract amount of Sixty Five Dollars and Eighteen Cents (\$65.18) per hour for a Registered Nurse shall not exceed One Million Nine Hundred Twenty Four Thousand Three Hundred Seventy Five Dollars and Zero Cents (\$ 1,924,375) which represents the Nonpublic Schools Chapter 226 Allocations for Nursing Services for those schools selecting this Contractor/Provider. (ATTACHMENT A)

The contract amount may not be exceeded unless authorized by the Board of Education in writing. Contracted vendors may only exceed the amount on the purchase order when authorized by the district in writing. The authorization will be in the form of a new purchase order being issued to the contractor signed by the Purchasing Agent.

- **Monitoring Contract Amount—Vendor Responsibility!**

The board asks all vendors to monitor all bills and invoices to ensure they do not exceed the total contract amount. Vendors are asked to contact the respective administrator, forty-five (45) days in advance, if the total contract amount is close to being exceeded.

- **Exceeding Contract Amount—Unauthorized Service!**

Any vendor who exceeds the total contract amount without receiving a formal written authorization shall be personally liable for the excess contract costs. Please monitor your services.

**B. The Contractor/Provider shall only be paid for actual services rendered in accordance with this Agreement. There shall be no advance payment.**

**C. The Contractor/Provider shall submit duly verified invoices along with a Monthly Expenditure Report to the Board on a monthly basis. The monthly invoice must include all detailed services provided and other documentation as requested by the Board to ensure compliance with the Services. Invoices providing the required documentation shall be presented to the Board of Education following audit and inspection by the District's authorized representative pursuant to N.J.S.A. 18A:19-1 et seq., and proper execution by the Contractor/Provider of school vouchers and other documents which may be required for the proper fiscal management of the Services consistent with Federal and State law. The Board shall, in no instance, pay interest, penalty or late fees.**

**D. The Board will endeavor to release payment to the Contractor/Provider in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to the District's Business Office by the 15th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.**

**E. In the event the Board reasonably requests additional information in order to confirm an amount claimed on the Monthly Invoice, Contractor/Provider agrees to provide same within five (5) working days of the request, or as soon thereafter as is possible. The Board/Administration will provide Contractor/Provider with written correspondence explaining its reason for disputing a particular payment amount.**

**Affirmative Action**

The contractor/provider will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. (Copy Attached)

**Anti-Discrimination Provisions—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

**Assignment of Contract**

The contractor/provider shall not assign, transfer, or sublet this agreement, or any rights and responsibility in this agreement without written consent from the board of education.

**Availability of Funds**

The parties recognize that payments by the District to the Contractor/Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor/Provider is aware that the District's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If the District, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a Breach of the Agreement by the District and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.

**Business Registration**

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

**Compliance with Laws**

The Contractor/Provider shall comply with, and require that anyone providing the Services on behalf of the Contractor/Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement. The Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall, without limitation of the aforementioned, comply with the (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1, et seq., and the Family Education Rights Privacy Act, 29

U.S.C. 1232g, and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as re-codified in N.J.A.C. 6A:7-1, et seq., Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, the Individuals with Disabilities Education Improvement Act, Part B ("IDEA"), 20 U.S.C. 1400 et seq., Education Department General Administration Regulations (EDGAR) 34 CFR Parts 74-82 and 97-99, and N.J.S.A. 18A:46-19.1, *et seq.* (Chapter 193 Laws of 1977), N.J.A.C. 6A:14-4.9 and any and all rules, waivers, regulatory guidance and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

The failure to comply with any and all Local, County, State or Federal Law, rule, ordinance, regulation, code or Board policy shall be grounds for immediate termination of this Agreement at the Board's discretion, upon 30 days' notice to the Contractor/Provider. In addition, all Services provided under this Agreement must supplement, rather than supplant, student instructional services and programs. Should any Services provided under this Agreement be deemed by any State or Federal agency or authority to be non-compliant with State or Federal laws and/or regulations, Contractor/Provider agrees to refund to the Board any amounts paid to the Contractor/Provider for such non-compliant Services.

#### **Confidentiality**

To the extent the services require the Contractor/Provider to receive any confidential student information during the provision of the services, the Contractor/Provider agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by the Contractor/Provider except as permitted by the terms of this Contract to subcontractor/Providers whose services are necessary for the Contractor/Provider to carry out its services and only then to subcontractor/Providers who have agreed to maintain the confidentiality of the data to the same extent required of the Contractor/Provider under the terms of this Agreement.

The Contractor/Provider shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all District data received from, or on behalf of the District. These measures shall be extended by contract between the Contractor/Provider to all subcontractor/Providers used by the Contractor/Provider who may encounter District data.

#### **Conflict of Interest**

The Contractor/Provider certifies that no officer or employee of the Board of Education or his/her immediate family members are directly or indirectly interested in this Contract or have any interest in any portions of profits thereof. Any or all potential conflicts shall be immediately reported to the School Business Administrator.

**Contracted Service Provide—Pre-Employment Requirements--Child Abuse/Sexual Misconduct**  
All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance.

**<http://nj.gov/education/educators/crimhist/preemployment/>**

**Criminal History Background Check**

Contractor/Provider shall ensure that a Criminal History Background Check conducted by the New-Jersey Department of Education has been completed for anyone providing the Services hereunder as required by N.J.S.A. 18A:6-7.1 et seq., prior to the commencement of Services for the Agreement. Contractor/Provider shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Contractor/Provider fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein. The cost of any such background check shall be borne by the Contractor/Provider and/or its employees.

**Default**

In the event the Contractor/Provider fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor/Provider shall be deemed to be in default of this Agreement and the Board shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The parties may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

**Dispute Resolution**

Any and all claims, disputes or other matters in question between the Board and Contractor/Provider arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. The Contractor/Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial- by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor/Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then" the Contractor/Provider agrees that the



**Contractor/Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Contractor/Provider, or among the Board, Contractor/Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section**

**Entire Agreement**

**This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor/Provider's retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification.**

**Force Majeure**

**Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.**

**Full Force and Effect**

**The Contractor/Provider agrees that the consideration set forth in the agreement shall remain full force and effect for the entire term, regardless of any and all increases in costs to the Contractor/Provider, regardless of whether such increased costs occur as a result of any rule, regulation, statute or requirement of any government agency.**

**Harassment, Intimidation and Bullying**

**Pursuant to N.J.S.A. 8A:37-16, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.**

**Independent Contractor/Provider/Assignment**

**A. The parties agree that the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider is an Independent Contractor/Provider and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider**

shall at all times remain in an independent Contractor/Provider relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of wages, benefits or taxes or pension contributions of Contractor/Provider or any employees of the Contractor/Provider. Contractor/Provider represents that he/she/it is not an employee of the Board according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits. Should a court or agency of competent jurisdiction determine that Contractor/Provider's services, or the services of its employees, do not qualify it or its employees as independent Contractor/Providers, Contractor/Provider shall indemnify and hold the board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc., for which the Board may be held responsible

B. The rights and responsibilities under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated its duties or monies to come due hereunder, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Board.

#### **Insurance Requirements**

A. Contractor/Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and

ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and

iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Contractor/Provider shall maintain for no less than six (6) years following completion of Services, and must be provided as a condition precedent to commencing services and receiving payment.

**B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Agency shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Agency shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.**

**C. The coverage set forth above shall name the Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.**

**The Contractor/Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not-limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission or failure of the Contractor/Provider arising out of or relating to the terms of this Agreement by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; and (c) the Contractor/Provider's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor/Provider's Services.**

**In carrying out provisions of this contract or in exercising any power or authority granted them by their position, there shall be no liability upon the Board and his authorized representatives or assistants, either personally or as officials of the Board, it being understood that in such matters they act as agents and representatives of the Board.**

#### **Iran Certification of Non-Involvement in Prohibited Activities**

**Pursuant to N.J.S.A. 52:32-58, the Contractor/Provider certifies that neither the Contractor/Provider, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).**

#### **Licensure**

**The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor/Provider shall provide the Board, if requested, with copies of documentation confirming that Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.**

#### **Payment Process**

**The Contractor/Provider will bill the District by monthly duly verified invoices. The invoices shall seek payment only for actual services rendered. The District will pay all invoices from the within 30 days of receipt and verification of a properly completed invoice and supportive**

documentation submitted ten (10) days prior to the current month's School Board meeting. In no event shall the contractor/provider be entitled to interest on any overdue payment. The bill must be submitted no later than thirty (30) days after delivery of the services.

Payment is conditioned upon proper execution by the Contractor/Provider of District vouchers and other documents which may be required for the proper fiscal management of the public school District. Please note: the Board of Education shall approve of all payments prior to any checks being issued to the Contractor/Provider.

#### **Program Performance**

A. Contractor/Provider shall perform all of the services consistent the specifications of the district's request for proposal.

B. Contractor/Provider shall inform the Board, in writing of all conditions that may negatively affect the performance of Services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Contractor/Provider to correct the problems and when corrective action was, or will be, taken. Board representatives may make site visits to inspect the Services and to review the Contractor/Provider's books and records relating to the provisions of the Services, review program effectiveness and may interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

All services to be provided under this Agreement shall be in accordance with the specifications contained within the request for proposals for such services, as issued by the Board of Education, and in the Contractor/Provider's response to same.

#### **Political Contributions—Pay to Play**

##### ***Annual Disclosure***

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

##### ***Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2-3)***

Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.

When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**Record Keeping—Access and Maintenance**

The Contractor/Provider is to comply with all laws and regulation as it pertains to record keeping—access to records and maintenance of records.

***Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)***

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

***Maintenance of Contract Records—N.J.A.C. 17:44-2.2***

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor, to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**Renewal of Contract (If Applicable)(For other than Professional Services)**

Thereafter, this Agreement is subject to a two (2) one-year extensions or one two year extension, at the District's option subject to the conditions set forth herein. Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o). Any renewal of contract and/or multi-year contract is subject to the availability of funds. If funds are not available the board may cancel the contract.

**School Ethics Act—Compliance**

Contractor/Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on its behalf are engaged in conduct

that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

#### **Specifications; Proposal**

The contract requirements and Contractor/Provider's response thereto, as more fully set forth in the response and the Proposal Specifications and General and Technical Conditions, and related attachments, as advertised for the Services herein, shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement.

#### **Taxes**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment. The board does not issue an ST-5 Tax Form.

#### **Termination**

**Termination for Cause** If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.

**Termination for Convenience** The District may terminate this Agreement at any time upon giving ten (10) days' prior written notice to the CONTRACTOR.

**Notwithstanding** the above, the Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the

contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. This paragraph shall supersede anything, if any, to the contract.

In addition:

- a) The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.

Provider Initials 

- b) Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.

Provider Initials 

- c) The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.

Provider Initials 

d) The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. If the Board retains a third-party agency/company, the Board will provide notice to Provider prior to the commencement of services by such agency/company along with copy of the Board's agreement with such agency/company. The provider will fully cooperate with said monitoring and provide any and all documentation/data requested under protection of a non-disclosure agreement and shall be responsible for a proportionate cost of same with any and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled.

Provider Initials AM

**Subject to Board Approval**

This Agreement is subject to the approval of the Lakewood Board of Education. Upon such approval, the Board President, or his designee, is authorized to sign the Agreement on behalf of the Board, and must also be signed by the Superintendent of Schools, Mrs. Laura Winters, the Interim Business Administrator, Mr. Robert Finger, the State Monitor, Mr. David Shafter, and witnessed by General Counsel, Mr. Michael Inzelbuch.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

**For the Contractor/Provider:**

**For the Board:**

[Signature] 07/09/2019  
 President/Officer/Official Date

[Signature] 7/10/19  
 Board President Date

[Signature] 7/9/19  
 Secretary/Witness Date

[Signature] 7/11/19  
 School Board Secretary Date

[Signature] 7/18/19  
 Superintendent Date

[Signature] 7/11/19  
 State Monitor Date

[Signature] 9/2/11  
 General Counsel/Witness Date

\* should if there be any conflict between this document and BOE approval - BOE approval supersedes.

\* No payment shall be made without signature of superintendent or her designee

Towne Nursing 2019-2020

\* If vendor does not accept NO payment. 16 Page

M.V.



**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)  
N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

**ATTACHMENT A**

<b>SCHOOL</b>	<b>ALLOCATION</b>
BAIS CHINUCH L'BONOS BAYIS RUCHEL	\$49,569
BAIS FAIGA SCHOOL FOR GIRLS	\$166,293
BAIS REUVEN KAMENITZ	\$26,565
BAIS TOVA INC.	\$98,764
BAIS YAAKOV H S OF LAKEWOOD	\$45,859
BAS YISROEL	\$7,050
BELZ INSTITUTIONS OF LAKEWOOD	\$13,283
BET YAAKOV OZ VEHADAR	\$890
BNOS BAIS YAAKOV HIGH SCHOOL	\$14,693
BNOS BRACHA	\$34,580
BNOS DEVORAH	\$66,933
BNOS ESTHER MALKA	\$22,039
BNOS MELECH	\$96,467
BNOS TZIPPA	\$5,195
BNOS YAAKOV ELEMENTARY	\$67,230
CHEDER BNEI TORAH	\$29,311
CHEDER EITZ CHAIM	\$3,191
CHEDER TORAS ZEV	\$33,815
CHEIN BAIS YAAKOV/Y PHILLIP HIRTH ACADEMY	\$11,724
CHINUCH L'BANOS T/A TIFERES CHAYA	\$22,410
CONGREG MIKOR HATORAH	\$4,898
CONGREG Y M'KOR CHAIM	\$3,933
DAMASEK ELIEZER	\$7,050
DERECH HATORAH LKWD	\$1,113
KESSER BAIS YAAKOV	\$18,774
KNESSES BAIS LEVI	\$7,421
LAKWOOD CHEDER SCHOOL	\$161,767
MACHZIKEI HADAS	\$12,170
MEKOR HACHINUCH/S.C.S.C. INC	\$11,427
MEROS BAIS YAAKOV	\$11,873
MESIVTA AHAVAS HATORAH D'LAKWOOD	\$6,753
MESIVTA DARKEI NOAM	\$743
MESIVTA GAON YAAKOV	\$3,042
MESIVTA MEOR HATORAH	\$816
MESIVTA NACHLAS YISROEL	\$9,795
MESIVTA OF EATONTOWN	\$3,711
MESIVTA OF LAKEWOOD	\$20,926
MESIVTA TORAH TEMIMAH	\$9,275

MORESHES BY	\$10,686
NACHLAS BAIS YAAKOV	\$11,279
NESIVOS HATORAH	\$8,163
OHR AVROHOM CHAIM	\$1,410
SANZ OF LAKEWOOD	\$448
SANZ OF LAKEWOOD - SCHOOL FOR BOYS	\$519
SEPHARDIC BET YAAKOV	\$25,824
SHALVA HIGH SCHOOL	\$1,113
SHIRAS CHAIM	\$23,523
SHIRAS DEVORAH	\$40,293
SPARK PRESCHOOL	\$2,597
TASHBAR OF LAKEWOOD	\$49,272
TEHILAS CHAYA SARA	\$19,442
TIFERES BAIS YAAKOV	\$58,544
TIFERES CHAIM	\$3,414
TIFERES SHMUEL	\$2,227
TORAS IMECHA	\$40,887
TT OF LAKEWOOD	\$8,016
TT OHR ELCHONON	\$11,057
TT TOLDOS YAKOV YOSEF	\$11,947
TT YESODEI HATORAH	\$3,638
UNITED TALMUDICAL ACADEMY	\$16,103
UTA OF LAKEWOOD	\$10,686
Y BAIS AHARON	\$2,374
Y BAIS HACHINUCH	\$6,010
Y CHAYEI OLAM	\$1,113
Y CHEMDAS HATORAH	\$5,417
Y EVEN YISROEL	\$13,283
Y GEDOLAH KEREN HATORAH	\$8,311
Y GEDOLAH MEOR HATORAH	\$6,679
Y GEDOLAH WDLK VILLAGE	\$6,679
Y KOL TORAH	\$16,622
Y KTANA	\$55,080
Y MASORAS AVOS	\$31,909
Y MESORAS HATORAH	\$5,289
Y NEFESH HACHAIM	\$8,831
Y OHR SHRAGA	\$12,986
Y OHR YEHUDA	\$22,113
Y SHAAR HATALMUD	\$10,463
Y SHAAREI ORAH	\$9,795
Y STOLIN KARLIN	\$7,866
Y TIFERETH TORAH	\$35,989
Y TORAS CHAIM	\$9,350
Y TORAS EMES	\$16,698
Y TORAS MENACHEM	\$38,286
Y TORAS YISROEL	\$4,972
Y YESODEI HATORAH/CHEDER BAIS YISROEL	\$7,050
YESODOS BAIS YAAKOV	\$5,883
YS OHR HATORAH	\$54,615

<b>YS OHR OLAM</b>	<b>\$5,863</b>
<b>YS SHAREI BINAH</b>	<b>\$2,152</b>
<b>YT OR HACHAIM OF LAKEWOOD</b>	<b>\$9,499</b>
<b>YT YAGDIL TORAH</b>	<b>\$12,541</b>
<b>ZECHER YOCHANAN</b>	<b>\$24,488</b>
	<b>\$1,924,375</b>

# ATTACHMENT B



## Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office: (732) 364-2400 Fax: (732) 905-3687

Laura A. Winters, Superintendent of Schools

Robert S. Finger, Interim Business Administrator

### RESOLUTION

- R. Move to Award Chapter 226 Nonpublic Nursing Services for 2019-2020 school year.

WHEREAS, no single firm may be able to accommodate all the Nonpublic Schools in Lakewood for Nonpublic Nursing Services;

BE IT RESOLVED, that Towne Nursing LLC at a cost of \$64/hr for RN, Tender Touch Educational Services LLC at a cost of \$64/hr for RN and Catapult Learning LLC at a cost of \$56.16/hr for RN, be awarded a contract for Nonpublic Nursing Services for the 2019-2020 school year based on each school's vendor selection and Chapter 226 allocations.

**MOTION TO APPROVE THE MINUTES, ADDITIONS & CORRECTIONS TO THE AGENDA, BUSINESS AGENDA, SUPERINTENDENT AGENDA (passed)**

**Motion:** Mr. Zlatkin **Second:** Mr. Newhouse

**6 Ayes:** Mr. Zlatkin, Mr. Nakdimen, Mr. Newhouse, Mr. Stern, Mrs. Jackson-Byers, Mr. Bender

**0 Nays:**

**0 Abstained:**

**3 Absent:** Mrs. Gonzalez, Mr. Rodriguez, Mr. Treisser

**Note:** Mr. Nakdimen's vote should reflect his abstention from any item pertaining to or involving SCHI, which includes: Business Agenda – Letters "I, K, M, R, & HH."

### CERTIFICATION

I, Robert Finger, Interim Business Administrator/ Assistant Board Secretary to the Board of Education of the Township of Lakewood, hereby certify the foregoing is a true copy of the Resolution adopted by the Board of Education of the Township of Lakewood, County of Ocean, at the public meeting held on the 13<sup>th</sup> of May, 2019.

Robert Finger, Interim Business Administrator/ Board Secretary