



This agreement made between **Christian Nursing Registry, Inc. d/b/a/ CNR Agency** located at 17 Bank Ave., Smithtown, N.Y. 11787, herein referred to as the "Agency" and the Malverne School District having its principal place of business located at 301 Wicks Lane, Malverne, New York in Suffolk County, hereinafter referred to as the "District". The terms of these services shall extend over the 2022 - 2023 school year.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. At the District's request, the Agency will place the following RN's, LPN's to provide related services to District age children as mandated by District personnel. All such nurses providing services hereunder shall be subject to the approval of the District, which approval shall not be unreasonably withheld. The District specifically reserves the right to reject and/or request the replacement of any individual nurse.

The Agency will bill the District the following rate for professional services rendered by nurses placed by the Agency: \$60.00 per hour for RN and \$50.00 per hour for LPN. The nurse shall serve the student at his/her program from ___ am - ___ pm at his/her student placement services set forth in this agreement.

2. Bills for services rendered by the nurse will be submitted by the Agency on behalf of the nurses on a weekly basis, and payment will be made by the District within a thirty day period.
3. IN establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York Law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Should any part of this agreement, for any reason, be declared invalid, such declaration shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force if this agreement has been executed with the invalid part eliminated.
5. Services will be provided by New York State licensed and registered nurses.

6. District shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the District hereunder for the duration of this agreement and for a period of two years thereafter. Should the District enter into such an agreement, the Agency will reserve its right under New York State law.
7. Services shall be provided to all persons of school age or pre-school age, as applicable, regardless of race, creed, color, national origin, gender, sponsor or disability.
8. The District retains final professional administrative responsibility for any services rendered. However, the parties specifically agree to recognize that the individual nurses providing services hereunder are not employees of the District. The agency further agrees that it shall defend, indemnify, and hold harmless the District, its officers, directors, agents and employees for all loss, costs, damage and expense, including attorney's fees, judgments, fines and amounts paid in settlements in connection with a threatened, pending or completed action, suit or proceeding arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Agency or any of its officers, directors, agents (including therapists and/or contractees) or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this agreement.
9. District shall retain responsibility for obtaining medical prescriptions from Parent/Guardian of students referred to the Agency for related services prior to referring students to the Agency. The District shall maintain prescriptions on file and forward copies upon request of the Agency or the nurse.
10. The district will not incur any charges should any nurse placed by the Agency with the District be absent for any reason whatsoever. However, should a student be absent, the District will be responsible for payment of the fee for the nurse as if said student were present.
11. The district agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees, except as otherwise required by law.
12. Notwithstanding any other provisions in this contract, the District shall be responsible for advising the Agency of specific services to be provided to each District student pursuant to this contract, which services must comply with pertinent provisions of Federal, State and Local statutes, rules and regulations.

13. No additional compensation shall be provided for the preparation of progress reports and related assessment materials used at annual reviews, except for full evaluations as reflected in the fee schedule.
14. Each nurse providing services to the District shall carry malpractice insurance. The District reserves the right to require a production by the Agency or written proof of the existence of such insurance.
15. Either party may terminate this agreement for convenience, and without cause, upon 30 days written notice to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

For the District:

President, Board of Education

Date: _____

Christian Nursing Registry, Inc.

Camille Harlow
Camille Harlow, President

Date: 5/16/22