

PROFESSIONAL HEALTH CARE SERVICES CONTRACT

THIS PROFESSIONAL HEALTH CARE SERVICES CONTRACT ("Contract") is made and entered into effective the 1st day of January, 2015 ("Effective Date") between Board of Education of the Glassboro School District, with an address of 560 Joseph L. Bowe Boulevard, Glassboro, New Jersey 08028 (hereinafter referred to as "Glassboro") and Lourdes Medical Associates, P.A., a New Jersey professional association with offices located at 500 Grove Street, Suite 100, Haddon Heights, New Jersey ("LMA").

WHEREAS, Glassboro requires the services of a school physician and has obtained proposals for said services; and

WHEREAS, Glassboro wishes to engage a physician to provide school physician services at Glassboro and, correspondingly, LMA wishes to provide said services to Glassboro through its employed physician(s) (each a "Physician") on the terms and conditions contained herein; and

WHEREAS, Physician is licensed to practice medicine and prescribe drugs without restriction in the State of New Jersey;

WHEREAS, LMA and Physician are covered by malpractice and professional liability insurance.

NOW THEREFORE, Glassboro and LMA do hereby agree as follows:

1. PRINCIPAL TERMS.

1.1 Engagement.

Glassboro, as of the Effective Date, hereby engages the services of LMA, and LMA hereby accepts engagement by Glassboro, to provide professional physician services for Glassboro students, faculty and others in the School District under the terms and conditions hereinafter set forth (collectively, "Services").

1.2. Physician Services/Duties.

LMA will provide the Services described in this Contract and on Schedule A, attached hereto and made part hereof.

1.3 Responsibilities of Glassboro.

a. During the term of this Contract Glassboro shall provide adequate supplies and space within its facilities when Services are to be performed at Glassboro's school locations. Glassboro shall ensure that all such facilities and locations where Services are to be performed are reasonably maintained in a safe and adequate condition.

b. Glassboro shall provide the services of a school nurse who will carry out such duties as may be assigned by Glassboro, including the provision of reasonable assistance to LMA as required.

c. Glassboro shall obtain and maintain the appropriate student consent and/or parental/guardian consent (for those students having reached the age of maturity) for the provision of Services by LMA to students.

d. Glassboro shall maintain (at its own expense) general and commercial liability, property and such other insurance coverage as may be necessary to protect itself from loss and liability in connection with the performance of Services. The amount of such coverage shall be consistent with industry standards. Upon reasonable request Glassboro shall provide LMA with a certificate of insurance evidencing the aforesaid coverage.

2. TERM OF CONTRACT; TERMINATION.

2.1. Commencement Date. This Contract shall be effective as of January 1, 2015 and end on December 31, 2015 ("Term"). As a courtesy to the other Party, either party shall endeavor to notify the other, at least sixty (60) days in advance of the termination date, if it intends not to enter into good faith negotiations for the execution of a new agreement pertaining to the services contemplated herein.

2.2. Termination by Either Party. Either party may terminate this Contract immediately upon written notice to the other in the event of any willful misconduct, fraud or conviction of any crime involving moral turpitude by such party or any of its representatives. Either party may terminate this Contract upon a breach of any material term or condition of this Contract by the other party, if such breach has not been cured by the breaching party within fifteen (15) days following receipt of a written notice identifying the breach.

2.3. Termination by Glassboro for Cause. Glassboro may terminate this Contract immediately and all rights and liabilities created by this Contract for cause immediately, upon written notice to LMA, upon the occurrence of any of the following events:

- a. Upon the death of Physician.
- b. Physical and/or mental disability which prohibits Physician from performing as contained herein. "Disability" shall mean that the Physician suffers from a mental or physical condition resulting in such Physician's inability to perform the essential functions of his employment, without significant risk to the health and safety of the Physician and/or others, even with such reasonable accommodations as may be available under the circumstances.

- c. Loss of medical licensure of LMA or Physician in the State of New Jersey.
- d. LMA or Physician is adjudicated guilty of a felony or any crime of moral turpitude.
- e. Failure to arrange for adequate and appropriate professional medical coverage as contained herein.
- f. In the event that LMA or Physician should lose the right to prescribe drugs under any Federal or State governmental authority, certificate, registration, license or permission.

3. FEES FOR SCHOOL PHYSICIAN SERVICES.

Compensation. For Services rendered by LMA under this Contract, LMA shall be paid an annual stipend of Twenty Thousand Dollars (\$20,000.00), to be paid in twelve (12) equal monthly installments commencing on January 1, 2015, for the remainder of the Term.

4. PROFESSIONAL LIABILITY INSURANCE; INDEMNIFICATION; PROFESSIONAL LICENSE.

4.1 Insurance. LMA and Physician shall be covered by a professional liability insurance policy covering services performed as provided herein. Minimum insurance coverage shall be One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Said policy shall be kept in full force and effect throughout the Term.

4.2 Indemnification. LMA and Physician will indemnify Glassboro against all claims of any nature and any costs, loss or damages suffered by Glassboro as a result of LMA's and Physician's actions or inactions to the extent that such costs, loss or damages are not covered by a policy of insurance.

4.3 Licenses. LMA and Physician shall maintain in full force and effect all applicable professional registrations and/or licenses, as issued in relation to professional practice and/or services.

4.4 Independent Contractors. In performing their respective duties under this Agreement, the parties shall be deemed to be independent contractors. All persons employed by each party shall be employees of that party only and shall look only to their own employer for employment benefits and payment of wages. Each party is solely responsible for paying all employment taxes relative to its own staff. Neither party is authorized to act on behalf of the other or to bind the other to any third party. This Agreement does not establish any relationship of agency, partnership, or joint venture between Glassboro and LMA.

5. GOVERNING LAW.

The laws of the State of New Jersey shall govern this Contract without regard to its conflict of law principles.

6. NOTICES.

All notices or other communications regarding this Contract shall be in writing and shall be considered as having been provided when sent by U.S. Mail, first class, postage prepaid or by certified mail to the parties at the following addresses:

Glassboro: 560 Joseph L. Bowe Blvd.
Glassboro, New Jersey 08028
Attn: Walter S. Pudelko, III

LMA: Lourdes Medical Associates, P.A.
Attention: President
500 Grove Street, Suite 100
Haddon Heights, NJ 08035

7. SEVERABILITY. If any provision of this Contract or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not effect any other provision of this Contract or the application of such provision to any other person or circumstances, all of which other provisions shall remain in full force and effect.

8. ASSIGNMENT. Neither this Contract nor any right, duty or obligation created by this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

9. MISCELLANEOUS.

9.1 Entire Contract. This written Contract expresses the entire understanding between the parties with reference to the subject matter hereof. There is no other understanding, Contract or representation, expresses or implied in any limiting, extending, defining, or relating to the provisions hereof. All prior negotiations, Contracts and understanding with respect to the subject matter of this Contract are superseded hereby.

9.2. Amendments. This Contract may not be amended or revised, except by prior written consent signed by all parties hereto.

9.3 Headings. The headings of this Contract are inserted for convenience only and are not be considered in construction of the provisions hereof.

9.4 Compliance. Glassboro represents and warrants to LMA that Glassboro, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or any state healthcare programs (collectively, "Healthcare Programs"); (ii) have not been convicted of a civil or criminal offense related to the provision of healthcare items or services; (iii) are not, nor have ever been included on, the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list; and (iv) are not, to the best of Glassboro's knowledge, under investigation or otherwise aware of any circumstances which may result in Glassboro being excluded from participation in any Healthcare Program. This shall be an ongoing representation and warranty during the term of this Agreement and Glassboro shall immediately notify LMA of any change in the status of the representations and warranties set forth in this Section. Any breach of this Section shall give LMA the right to terminate this Contract immediately for cause.

9.5 Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed a duplicate original so long as each party has executed one counterpart; all of which counterparts collectively shall constitute one document representing this Contract. A counterpart signed and sent by facsimile transmission or by email shall be deemed duly executed and delivered.

9.6 HIPAA. The parties agree that all medical records and patient identifiable information are to be treated as confidential so as to comply with all local, State and Federal laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any regulations promulgated thereunder. This provision shall survive the termination or expiration of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the commencement date first above written.

LOURDES MEDICAL ASSOCIATES, P.A.

GLASSBORO BOARD OF EDUCATION

By: _____

By: _____

Peter J. Calvo, President

Date: _____

Date: _____

Attest

Walter S. Pudelko, III, Board Secretary

SCHEDULE A

During the term of this Contract it shall be the responsibility of LMA, through its Physician(s), to provide the following Services to Glassboro:

- (a) Provision of, and administration of, Hepatitis B vaccines to staff as needed on site at Glassboro schools (LMA shall provide the Hepatitis B vaccine and shall invoice Glassboro monthly for reimbursement of the cost thereof);
- (b) Write/Review/Annually approve standing orders for Glassboro school nurses;
- (c) Recommend (in accordance with Physician's exercise of his/her sound medical judgment and as appropriate) immediate exclusion from the classroom of any pupil Physician may suspect of any contagious or infections or communicable disease in accordance with the following Medical Standing Orders: **Communicable Disease** (chicken pox, measles, mumps, rubella): (i) isolate from others and exclude from school; (ii) notify parent and recommend medical care; (iii) notify building principal as needed; and (iv) refer to Board policies/procedures;
- (d) Completion of pre-participation athletic physical examinations for students who do not have a medical home at school physician's office on a designated Friday (which shall be mutually agreeable to that parties); the maximum number of such athletic physical examinations under the agreed-to compensation in this Contract shall be up to seventy (70) students; for each additional athletic physical examination conducted Glassboro shall compensate LMA at a rate of \$175.00 per student.
- (e) Review and sign-off of all New Jersey Department of Education Annual Athletic Pre-Participation Physical Examination Forms for students who have been examined by student's private physician or licensed medical provider to the extent required by N.J.A.C. 6A:16-2.2 and only to the extent Physician is reviewing the history and physical examination of such private physician or licensed medical provider;
- (f) Writing annual orders for emergency Epinephrine for Glassboro students;
- (g) Review, approve and sign off on subsequent medical protocols as needed;
- (h) Sign off for students requiring homebound/bedside instruction; and,
- (i) Collaboration with Glassboro nurses as needed related to individual student concerns or medical issue in school.