

SPORTS MEDICINE PHYSICIAN SERVICES CONTRACT

THIS CONTRACT is made and entered into effective the _____ day of _____, 2014 between **Board of Education of the Glassboro School District**, with an address of 560 Joseph L. Bowe Boulevard, Glassboro, New Jersey 08028, ("Glassboro") and **Advanced Orthopaedic Centers**, having an address of 414 Tatum Street, Woodbury, New Jersey 08096 ("AOC").

WHEREAS, Glassboro requires the services of a sports medicine physician for coverage during home Glassboro High School football games during the 2014-15 school year; and

WHEREAS, AOC is qualified to provide such services and Glassboro wishes to engage AOC to provide at Glassboro; and,

WHEREAS, AOC is licensed to practice sports medicine in the State of New Jersey;

WHEREAS, AOC is covered by malpractice and professional liability insurance.

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

1. PRINCIPAL TERMS.

1.1 Engagement.

Glassboro as of _____, 2014 hereby engages the services of AOC and AOC hereby accepts engagement by Glassboro to provide sports medicine services for Glassboro under the terms and conditions hereinafter set forth.

1.2. Duties.

AOC will provide sports medicine services at home Glassboro High School football games on the dates set forth on Schedule A, attached hereto and made part hereof. AOC physicians (either Dr. Nathan Holmes or Dr. Steven Frey) shall be on site at least 15 minutes prior to kickoff and depart upon completion of evaluation of all injured athletes, if any.

2. TERM OF CONTRACT.

Commencement Date. This Contract shall be effective as of _____, 2014 and end on December 31, 2014.

3. FEES FOR SCHOOL PHYSICIAN SERVICES.

Compensation. For services rendered by AOC under this Contract, AOC shall be paid \$100 per game.

4. PROFESSIONAL LIABILITY INSURANCE; INDEMNIFICATION; PROFESSIONAL LICENSE.

4.1 Insurance. AOC 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 duration of this Contract.

4.2 Indemnification. AOC shall at all times be considered an independent contractor. AOC and Glassboro will indemnify each other against all claims of any nature and any costs, loss or damages suffered by each other as a result of their respective actions or inactions to the extent that such costs, loss or damages are not covered by a policy of insurance.

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

5. GOVERNING LAW.

The laws of the State of New Jersey shall govern this Contract.

6. NOTICES.

All notices or other writings, as required under this Contract, 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, Business Administrator

AOC: 414 Tatum Street
Woodbury, New Jersey 08096
Attn: John Graham, Clinical Director

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 or 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 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.

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

ADVANCED ORTHOPAEDIC CENTERS

GLASSBORO BOARD OF EDUCATION

By: _____
John Graham, Clinical Director

By: _____
Peter J. Calvo, President

Date: _____

Date: _____

Witness:

Attest:

Walter S. Pudelko, III, Board Secretary



Memorandum

To: Walt Pudelko
CC:
From: Jeff Cusack *JC*
Date: 4/30/2014
Re: Football game physician

There is no rule stating that a physician is required to be at home football games. The National Federation for High School and the New Jersey State Interscholastic Athletic Association recommends that a physician be present at athletic contests and available during practices. (See attached document for more details)

As the Athletic Director I highly recommend that we continue to have a physician at our home football games for the following reason:

- 1- Liability issues
- 2- We do have an ambulance with an EMT, but they can be called away if there is an emergency in the county.
- 3- Although we have an Athletic Trainer at all football games, during critical catastrophic injuries, one or two athletic trainers are often not enough trained personnel to handle those types of injuries.
- 4- New concussion management laws. (See attached documents)
- 5- Past practice of having a physician at home football games. This practice is currently followed by all Tri-County Conference schools.

We have employed a physician to cover our home football games in the past for more than \$200 per game and we currently found two physicians who are willing to cover the games for \$100 per game. That's a bargain. Our students need our support in this matter as they represent our school and community in a game.

Rules with the following exception:

(a) Add a 90-lb. weight class (Wrestler must weigh at least 75 lbs. to compete at this weight class.)

M. Penalties

The penalty for violation of these Rules and Regulations may be suspension or expulsion.

NJSIAA PROCEDURES

PROCEDURE – ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES AT INTERSCHOLASTIC EVENTS

Players and coaches involved with alcoholic beverages/illegal substances during or after the game at the game site or on school property, including chartered busses, shall be suspended from NJSIAA tournament play for one year and be denied any championship rights.

This action was taken in support of the fact that such actions concerning alcoholic beverages/illegal substances are in violation of N.J.S.A. 2C:33-15a, N.J.S.A. 2C:33-16, N.J.S.A. 2C:35-7 and N.J.S.A. 2C:35-10 as noted below.

N.J.S.A. 2C:33-15a

Any person under the legal age to purchase alcoholic beverages who knowingly possesses without legal authority, or who knowingly consumes any alcoholic beverage in any school, public conveyance, public place, or place of public assembly, or motor vehicle, is guilty of a disorderly persons offense and shall be fined not less than \$100.00...

N.J.S.A. 2C:33-16

Any person of legal age to purchase alcoholic beverages, who knowingly and without the express written permission of the school board, its delegated authority, or any school Principal, brings or possesses any alcoholic beverages on any property used for school purposes which is owned by any school or school board, is guilty of a disorderly persons offense.

N.J.S.A. 2C:35-7

Any person who violates subsection a. of N.J.S.A. 2C:35-5 by distributing, dispensing or possessing with intent to distribute a controlled dangerous or controlled substance analog while on any school property used for school purposes which is owned by any elementary or secondary school or school board, or within 1,000 feet of any school property or school bus, or while on any school bus, is guilty of a crime of the third degree and shall...

N.J.S.A. 2C:35-10

It is unlawful for any person, knowingly or purposely to obtain, or to possess, actually or constructively, a controlled dangerous substance or controlled substance analog, unless the substance was obtained directly or pursuant to a valid prescription or order form from a practitioner, while acting in the course of his professional practice, or except as otherwise authorized...

ANONYMOUS CONTACT POLICY STATEMENT

The high school principal, athletic director and coaches are responsible for assuring conformity with NJSIAA eligibility and other regulations, as evidenced by the eligibility affidavits. The NJSIAA relies on its member schools to self-report any eligibility or other violations that they may encounter, to avoid penalties in addition to forfeitures set forth in Article X, Section 1 of the Bylaws. The NJSIAA discourages anonymous complaints against schools. If anonymous complaints are received, the NJSIAA will convey that complaint to the school in question to investigate. If the school determines that there is a violation, no penalties will be imposed other than forfeiture. However, if at a later time it is determined by the NJSIAA that there was a violation based on competent evidence, then more substantial penalties may be imposed on the school and/or responsible school athletic personnel.

EMERGENCY MEDICAL PROCEDURE

The NJSIAA and the National Federation recommend that a physician be present at athletic contests and available (on call) during practice sessions. With many sports activities in progress at any one time, it is often impossible to have physicians present at all contests. In fact, some small communities in rural areas and inner-city schools may not have the services of a physician. This makes it mandatory for the school administrators and coaches to arrange a procedure to obtain medical care and treatment for emergencies to include athletic trainer where applicable.

Some sources of assistance that may be utilized when physicians are not available are certified athletic trainers, emergency medical technicians usually on emergency vehicles, ambulance vehicle with trained personnel, rescue vehicles with trained first-aid personnel and, in some areas, National Guard or Army Reserve medical personnel assigned to ambulance duty. Schools may also have other school personnel qualified in first-aid, who may be available for duty during activities.

Recommended procedures that may be followed in successful emergency care are:

1. Immediate, on the spot first-aid by an individual with adequate training.
2. Communication System. An available, non-pay telephone with an outside line to contact a physician or ambulance service. Arrangements should be made in advance to insure availability.

- iii. The district board of education shall make accessible information regarding the NJ FamilyCare Program for students who are knowingly without medical coverage pursuant to *N.J.S.A. 18A:40-34*.
- (j) Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to *N.J.S.A. 26:5C-1 et seq.*
- (k) Each district board of education shall ensure that students receive health screenings.
 1. Screening for height, weight and blood pressure shall be conducted annually for each student in kindergarten through grade 12.
 2. Screening for visual acuity shall be conducted biennially for students in kindergarten through grade 10.
 3. Screening for auditory acuity shall be conducted annually for students in kindergarten through grade three and in grade seven and 11 pursuant to *N.J.S.A. 18A:40-4*.
 4. Screening for scoliosis shall be conducted biennially for students between the ages of 10 and 18 pursuant to *N.J.S.A. 18A:40-4.3*.
 5. Screenings shall be conducted by a school physician, school nurse, physical education instructor or other school personnel properly trained.
 6. The school district shall provide for the notification of the parent of any student suspected of deviation from the recommended standard.

AN ACT concerning the health of student-athletes and supplementing P.L.1984, c.203 (C.45:9-37.35 et seq.) and chapter 40 of Title 18A of the New Jersey Statutes.

C.18A:40-41.2 Interscholastic athletic head injury safety training program.

2. a. The Department of Education shall work to develop and implement, by the 2011-2012 school year, an interscholastic athletic head injury safety training program. The program shall be completed by a school physician, a person who coaches a public school district or nonpublic school interscholastic sport, and an athletic trainer involved in a public or nonpublic school interscholastic sports program. The safety training program shall include, but need not be limited to, the following:

(1) the recognition of the symptoms of head and neck injuries, concussions, and injuries related to second-impact syndrome; and

(2) the appropriate amount of time to delay the return to sports competition or practice of a student-athlete who has sustained a concussion or other head injury.

b. The department shall update the safety training program as necessary to ensure that it reflects the most current information available on the nature, risk, and treatment of sports-related concussions and other head injuries.

c. The department shall develop an educational fact sheet that provides information about sports-related concussions and other head injuries. A school district or a nonpublic school that participates in an interscholastic sports program shall distribute the educational fact sheet annually to the parents or guardians of student-athletes and shall obtain a signed acknowledgment of the receipt of the fact sheet by the student-athlete and his parent or guardian.

C.18A:40-41.3 Written policy for school district concerning prevention, treatment of sports-related head injuries.

3. a. Each school district shall develop a written policy concerning the prevention and treatment of sports-related concussions and other head injuries among student-athletes. The policy shall include, but need not be limited to, the procedure to be followed when it is suspected that a student-athlete has sustained a concussion or other head injury. When developing the district policy, a school district shall review the model policy established by the Commissioner of Education pursuant to subsection b. of this section, the policies established by the New Jersey State Interscholastic Athletic Association, the National Collegiate Athletic Association, and the recommendations made by the Brain Injury Association of New Jersey Concussion in Sports Steering Committee, the Athletic Trainers' Society of New Jersey, and other organizations with expertise in the area of preventing or treating sports-related concussions and other head injuries among student-athletes. Each school district shall implement the policy by the 2011-2012 school year.

The policy shall be reviewed annually, and updated as necessary, by the district to ensure that it reflects the most current information available on the prevention, risk, and treatment of sports-related concussions and other head injuries.

b. To assist school districts in developing policies concerning the prevention and treatment of sports-related concussions and other head injuries among student-athletes, the Commissioner of Education shall develop a model policy applicable to grades kindergarten through 12. This model policy shall be issued no later than March 31, 2011.

C.18A:40-41.4 Removal of student athlete from competition, practice; return.

4. A student who participates in an interscholastic sports program and who sustains or is suspected of having sustained a concussion or other head injury while engaged in a sports competition or practice shall be immediately removed from the sports competition or practice. A student-athlete who is removed from competition or practice

shall not participate in further sports activity until he is evaluated by a physician or other licensed healthcare provider trained in the evaluation and management of concussions, and receives written clearance from a physician trained in the evaluation and management of concussions to return to competition or practice.

C.18A:40-41.5 Immunity from liability.

5. a. A school district and nonpublic school shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports team organization provides the district or nonpublic school, as applicable, with the following:

- (1) proof of an insurance policy of an amount of not less than \$50,000 per person, per occurrence insuring the youth sports team organization against liability for any bodily injury suffered by a person; and
- (2) a statement of compliance with the school district or nonpublic school's policies for the management of concussions and other head injuries.

b. As used in this section, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

C.45:9-37.48a Continuing education requirement for athletic trainer.

6. a. The State Board of Medical Examiners shall require each person licensed as an athletic trainer, as a condition for biennial license renewal pursuant to section 14 of P.L.1984, c.203 (C.45:9-37.48), to complete 24 credits of continuing athletic trainer education, which shall include a specific number of credits of instruction on topics related to concussions and head injuries, as determined by the State Board of Medical Examiners.

b. The board shall:

- (1) establish standards for continuing athletic trainer education, including the subject matter and content of courses of study; and
- (2) accredit education programs offering credit toward continuing athletic trainer education requirements or recognize national or State organizations that may accredit education programs.

c. Each hour of an educational course or program shall be equivalent to one credit of continuing athletic trainer education.

d. The board may, in its discretion, waive requirements for continuing athletic trainer education on an individual basis for reasons of hardship such as illness or disability, retirement of license, or other good cause. A waiver shall apply only to the current biennial renewal period at the time of board issuance.

e. The board shall not require completion of continuing athletic trainer education credits for any licensure period commencing within 12 months of the effective date of this section.

f. The board shall require completion of athletic trainer education credits on a pro-rated basis for any registration period commencing more than 12 months but less than 24 months from the effective date of this section.

g. Prior to license renewal, each licensee shall submit to the board proof of completion of the required number of hours of continuing athletic trainer education.

7. Sections 1 through 5 of this act shall take effect immediately and section 6 shall take effect on the 360th day after the date of enactment.

Pudelko, Walter S.

From: Frank Cavallo <fcavallo@parkermccay.com>
Sent: Wednesday, April 30, 2014 4:45 PM
To: Pudelko, Walter S.
Subject: RE: Physician

Walt:

I am not aware of any legal requirement that a physician attend athletic events. I do know, however, that some local hospitals i.e. Cooper has entered into agreements with school districts to provide an orthopedic doctor at athletic events. This is the hospitals choice, however, for marketing purposes.

Frank

Frank P. Cavallo, Jr., Esquire
PARKER McCAY P.A.
P: 856-985-4074
F: 856-810-5852
fcavallo@parkermccay.com
www.parkermccay.com

From: Pudelko, Walter S. [<mailto:wpudelko@glassboroschools.us>]
Sent: Wednesday, April 30, 2014 4:02 PM
To: Frank Cavallo
Subject: Physician

Frank,

Are you aware of any NJ Statute or NJ Administrative code requiring a physician at a football game? NJSIAA recommends a physician, however does not make physician attendance mandatory. Common sense would also dictate to have a physician present, however I was specifically asked to check school law. Walt.

----- This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom it is addressed. If you are NOT the intended recipient, you are notified that disclosing, copying, distributing or taking any action on the contents of this message or attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately by replying to this message then delete this e-mail from your system. Thank you for your cooperation. -----

This e-mail message from the law firm of Parker McCay P.A. is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

U.S. Treasury Circular 230 Notice: Any tax advice contained in this communication (including any attachments) should not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement,