
GLASSBORO SCHOOL DISTRICT

REQUEST FOR BOARD ACTION

Requestor: Mr. Lynch

Building: GHS

Date: August 14, 2023

Action to be Approved: Virtua Medical Group Sports Medicine Physician Contract

Fund Source:

Amount: TBD

Requisition #:

Request to approve Virtua Medical Group to provide physician coverage for Glassboro's home football games for the 2023-24 football season. Cost will be \$200 per game. It is stated in Section V, Compensation. Total cost would be determined by our schedule and our playoff schedule. Services begin 15 minutes prior to game start.

FOR OFFICE USE ONLY:

Board Date: 8/14/2023

Approved: [Status]

PROFESSIONAL SERVICE AGREEMENT
FOR MEDICAL SERVICES – HOME FOOTBALL GAMES

Glassboro High School (“GLASSBORO”), located at 550 Joseph Bowe Blvd. Glassboro, New Jersey, 08028 and Virtua Medical Group, P.A., a New Jersey professional association with offices located at 301 Lippincott Drive, Suite 410, Marlton, New Jersey 08053 (“VMG”) (Glassboro and VMG each a “Party” and collectively the “Parties”), hereby enter into this Professional Services Agreement (“Agreement”) as of _____ (“Effective Date”) under the following terms and conditions:

I. BACKGROUND.

WHEREAS, District desires to arrange for the that the district is in need of a licensed Clinician to provide medical services at district home football games (“Services”); and

WHEREAS, VMG employs certain physicians, advanced practice nurses (“APN”), and physician assistants (“PA”) (“Clinicians”) who are qualified to provide the health care services required by the District as more fully described in this Agreement; and

WHEREAS, VMG and Glassboro agree to enter into an Agreement to provide medical services at Glassboro High School home football games;

NOW THEREFORE, in consideration of the foregoing background and the mutual covenants and conditions set forth within this Agreement, the mutual sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

II. VMG’S RESPONSIBILITES. During the Term (as defined in Section IV below):

1. VMG shall provide one (1) Clinician to attend every home football game for Glassboro High School to evaluate student athlete injuries during home football games.

III. GLASSBORO’S RESPONSIBILITIES. During the Term (as defined in Section IV below), Glassboro shall have the following duties and responsibilities:

1. Provide adequate supplies and space within the Glassboro’s facilities when Services are to be performed, and ensure that all such facilities and locations are reasonably maintained in a safe and adequate condition.
2. The Glassboro shall us its best efforts to avoid cancellations.

IV. TERM AND TERMINATION.

1. Term. The term of this Agreement shall commence on _____ and shall continue in full force and effect for one (1) year (the "Initial Term"). The agreement shall be automatically renewed for additional one-year periods, (each a "Renewal Term"), beginning at the expiration of the Initial Term unless terminated earlier as provided below.

2. For-Cause Termination. Either party may terminate this Agreement upon the material breach by the other of this Agreement's terms or conditions, provided that the terminating party gives the breaching party written notice of the breach and the breaching party does not cure the breach within twenty (20) days after receipt of such notice.

3. No Cause Termination. Notwithstanding anything to the contrary herein, either party to this Agreement may terminate the Agreement without cause at any time by providing the other party with at least sixty (60) days' advance written notice of their intent to terminate the Agreement.

V. COMPENSATION. As compensation for the provision of Services provided by VMG, for the entire Term, Glassboro shall pay VMG per physician, per game, a fee of Two Hundred Dollars (\$200.00) pursuant to Attachment A. VMG shall provide Glassboro a quarterly invoice for services rendered for the prior quarter during the term of the Agreement. Glassboro shall forward the payment to VMG within thirty (30) days of receipt of the invoice. All payments will be sent to: Virtua Non-Patient Cash, Box 789192, Philadelphia, PA 19178-9192. The parties acknowledge that VMG remains solely responsible for payment of any federal, state and local income and occupational taxes, Federal Insurance Contribution Act ("FICA") taxes, unemployment compensation and workers' compensation contributions. The Glassboro will not withhold any taxes associated with this monthly payment and, if applicable, VMG will be liable for any taxes on income as a result of the Agreement.

VI. INSURANCE. VMG and the Glassboro shall each at its own expense maintain such levels and types of insurance coverage, including, but not limited to, general liability, commercial liability and professional liability coverage as may be necessary to protect Glassboro, VMG and third parties 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, a certificate of insurance evidencing the aforesaid coverage shall be provided to the other party.

VII. INDEMNIFICATION. Each Party shall indemnify and hold harmless ("Indemnifying Party") the other Party, its affiliates, parents, subsidiaries and their respective officers, members, directors, trustees, employees and agents (each an "Indemnified Party") from and against any and all claims, losses, costs, expenses, damages and liabilities, including penalties, interest and reasonable attorneys' fees (which all be reimbursed to the Indemnified Party as incurred on an ongoing basis) that an Indemnified Party incurs or suffers arising out of and/or in connection with any act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

VIII. COMPLIANCE REGULATIONS. 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 (the "HITECH Statute"), and any regulations promulgated thereunder. This provision shall survive the termination or expiration of this Agreement.

IX. INDEPENDENT CONTRACTOR. 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 the Glassboro and VMG.

X. ASSIGNMENT. VMG may not assign this Agreement to any other party without the express, written consent of the Glassboro. No alternation or modification of this Agreement shall be valid unless made in writing and execute by each of the Parties.

XI. GOVERNING LAW/ VENUE. This Agreement and the performance of the parties and all claims relating to or arising out of this Agreement or any breach, whether in contract, tort or otherwise, shall be governed by the law of the State of New Jersey without regard to its choice of law principals. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in a Federal or state court sitting in the County of Burlington, New Jersey. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in Burlington County, New Jersey and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

XII. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto with reference to the services that are the subject of this Agreement. All promises, understandings, and arrangements with reference to are merged herein. This Agreement cannot be changed or modified except by another agreement in writing executed by both parties.

XIII. SURVIVAL. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination

XIV. NOTICES. Any notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when personally delivered or upon actual receipt of registered or certified mail, postage pre-paid, return receipt requested, or sent by recognized overnight courier, addressed as set forth below or to such other address or addressee as a party shall provide by giving notice to other party hereto:

Virtua Medical Group
Rebecca Lynch, RN, MHA
President
Virtua Medical Group, P.A.
301 Lippincott Drive, Suite 410
Marlton, NJ 08053

Glassboro High School
Business Administrator/Glassboro Secretary
550 Joseph Bowe Blvd.
Glassboro, NJ 08028
Attention: Lisa Ridgway

With a Copy to:
General Counsel

With Copy to:

Virtua Health, Inc.
303 Lippincott Drive
Executive Offices, 4th Floor
Marlton, NJ 08053

XV. HEADINGS. This Section and any other headings contained in this Agreement are for reference purposes only, and shall not affect the meaning and interpretation of this Agreement.

XVI. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile or electronic (PDF) signatures shall be treated as original signatures.

XVII. SEVERABILITY. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

XVIII. AUTHORITY OF SIGNATORY. By signing below, the undersigned certifies that he/she is authorized and directed to execute and deliver any and all contracts on behalf of Glassboro and VMG respectively, and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such contracts, including, but not limited to executing and delivering all agreements and documents contemplated by such contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

GLASSBORO HIGH SCHOOL

VIRTUA MEDICAL GROUP, P.A.

By: _____

By: _____

Lisa Ridgway
Business Administrator/Glassboro Secretary

Rebecca Lynch, President
Virtua Medical Group

Date: _____

Date: _____

Glassboro High School 2023 Football Game Schedule

- 9/8 Friday 6pm
- 9/15 Friday 6pm
- 10/6 Friday 6pm
- 10/13 Friday 6pm

Optional Playoff dates-location not determined at this time

- 10/27
- 11/3
- 11/10
- 11/17
- 11/26-this is a championship game and yes, it is a Sunday, this will be played at MetLife stadium