

**AGREEMENT BY AND BETWEEN
LAWNSIDE PUBLIC SCHOOL DISTRICT**

AND

**ROWAN UNIVERSITY
SCHOOL OF OSTEOPATHIC MEDICINE
DEPARTMENT OF FAMILY MEDICINE**

THIS AGREEMENT, made this 1st day of July, 2021, is by and between Lawnside School District, with administrative offices located at 426 Charleston Avenue, Lawnside, New Jersey 08045-1499 (hereinafter referred to as "School") and Rowan University School of Osteopathic Medicine -- Department of Family Medicine, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028, (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, School desires to engage University for the performance of certain professional services as described herein; and

WHEREAS, University is able and willing to perform said professional services;

NOW, THEREFORE, in consideration of the mutual promises and undertaking herein contained, it is understood and agreed by and between the parties as follows:

1. Term

This Agreement is for a term of twelve (12) months. The term shall commence on July 1, 2021 and shall run through June 30, 2022. The term shall thereafter be automatically renewed for two additional one (1) year periods, unless either party gives written notice of its intention to terminate this Agreement no later than sixty (60) days prior to the expiration of the current term. It is understood by both parties that for each renewal year, the compensation described herein shall be increased by a corresponding Cost of Living Adjustment ("COLA"), based upon the Consumer Price Index ("CPI"), Table 11, Northeast Region, Medical Care – Professional Services.

2. Scope of Services

a. It is the understanding of both parties to this Agreement that, for those services provided on site at School, School shall send a written schedule of dates and times when a University physician should be at School, no less than thirty (30) days in advance. University shall make every reasonable attempt to honor the requested dates and times or will negotiate a new schedule agreeable to both

parties. School shall send the schedule by mail to: Administrator, Rowan SOM, Department of Family Medicine, 42 East Laurel Road, Suite 2100A, Stratford, NJ 08084; by telephone at (856) 566-6110; or by fax to the Administrator at (856) 566-6360.

b. It is the understanding of both parties to this Agreement that for those services provided in University's offices, School shall contact University's office at (856) 566-7020 to schedule an appointment at a time convenient to both parties. Administrative services will be invoiced at the start of the contract term. All other services will be invoiced to the Lawnside Public School District. University's physicians will submit timesheets to RowanSOM, Central Billing Office, documenting the hours worked. The Central Billing Office, in turn, will invoice Lawnside Public School District.

3. Professional Liability Insurance

a. University is an agency of the State of New Jersey. Any agreement signed, or any action, act, failure to act or any other similar undertaking on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

b. School agrees to maintain at its own expense a comprehensive general liability insurance policy including professional liability, insuring the School against any and all claims for bodily injury or death resulting from performance and services by the School, its employees, students, staff and agents under this Agreement. This shall be provided through School's self-insurance program. This program shall provide not less than \$1,000,000 with respect to injury or death to any one person and not less than \$1,000,000 in aggregate, or may be in such other form as provided by the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et. seq., which shall govern the terms and conditions of any such self-insurance program. School, upon request, shall furnish University with evidence that it has complied with the above requirements for liability coverage.

4. Office Space, Staff and Supplies

School agrees to provide adequate office space and staff necessary to perform the required services performed at School. School also agrees to maintain medical equipment and supplies in sufficient quantity to permit the safe and efficient operation of the office. These are to be maintained at the expense of School.

5. Compensation

- a. School agrees to compensate University in the amount of \$2,515.73 per year for all administrative services provided pursuant to the Job Description attached hereto and incorporated herein, for approximately twelve (12) hours per year at \$229.52 per hour. Should the number of hours exceed twelve (12) hours, School shall be invoiced per additional hour at the rate of \$229.52 per hour. It is expected that administrative services will be performed in a University physician's office at University's Stratford offices. In the event that the administrative services need to be performed at School, University shall also bill School at a rate of .56 per mile, covering travel to and from School. There shall be an additional mileage fee (for University physician's travel to and from School for approximately two (4) roundtrips per year, multiplied by (6.8) miles per round trip, totaling 27.2 miles per year, multiplied by the current IRS mileage reimbursement rate of \$.56, totaling \$15.23) any additional mileage for potential additional days requested will be billed separately at the current IRS mileage reimbursement rate. The total compensation to be paid by School to University, inclusive of mileage, shall be Two Thousand Five Hundred Thirty One Dollars and Three Cents (\$2,531.03)
- b. School agrees to compensate University in the amount of \$229.52 per hour for clinical services provided on site at School, billed at a minimum of one (1) hour per service date, pursuant to the Job Description attached hereto and incorporated herein.
- c. School agrees to compensate University in the amount of \$229.52 per hour for clinical services provided on site at University's offices. At a minimum, School shall be billed for ½ hour appointments at the rate of \$114.76 per service date, pursuant to the Job Description attached hereto and incorporated herein.

Payment is due within thirty (30) days of invoice. All payments are to be mailed to:

Rowan University School of Osteopathic Medicine
Department of Family Medicine
P.O. Box 635
Bellmawr, New Jersey 08031

6. Modifications

School and University hereby agree and understand that this Agreement may neither be changed nor amended except by mutually agreed upon written modifications which are acceptable to both parties.

7. Notices

All notices concerning this Agreement shall be in writing and be sent via certified mail.

To University:

Joseph F. Scully, Jr.
Senior Vice President for Finance and Chief Financial Officer
Rowan University
201 Mullica Hill Rd.
Glassboro, New Jersey 08028

With a Copy To:

Nancy Garback
Administrator, Department of Family Medicine
Rowan University
School of Osteopathic Medicine
42 East Laurel Road, Suite 2100A
Stratford, New Jersey 08084

To School:

Ronn H. Johnson, Ed.D.
Superintendent
Lawnside Public School District
426 East Charleston Avenue
Lawnside, New Jersey 08108

8. **Compliance:**

In the event that either party to this Agreement believes that any provision of this Agreement or the performance thereof is or might (i) be or result in the violation of any statute, rule, regulation, or administrative or judicial decision, or (ii) jeopardize such party's tax exempt status, its accreditation, or its eligibility to participate in federal healthcare programs, such party shall have the right to propose an amendment to this Agreement, which, in such party's judgment, would be necessary to prevent such violation or jeopardy. In the event the other party declines to amend this Agreement, in accordance with such proposed amendment within thirty (30) days after such other party receives such proposal in writing, then this Agreement shall terminate immediately upon written notice of termination by the party proposing such amendment.

Each party certifies that it shall not violate the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute") or the federal Stark Law set forth at 42 U.S.C. § 1395nn ("Stark Law") with respect to the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this Agreement to be executed by their respective proper officials.

ROWAN UNIVERSITY:

By: _____
Joseph F. Scully, Jr. Date
Senior Vice President for Finance
& Chief Financial Officer

LAWNSIDE PUBLIC SCHOOL DISTRICT:

By: _____
Ronn H. Johnson Date
District Superintendent 7/13/21

EXHIBIT A
JOB DESCRIPTION

School Physician for Lawnside Public School District

A RowanSOM Department of Family Medicine physician shall perform the following services for the Lawnside Public School District:

Administrative:

1. Write prescriptions as needed for standing order medications.
2. Review and/or create School's procedures to be followed in case of accident or emergency illness and make suggestions as needed.
3. Review and/or create standing medical orders.
4. Review annual nursing services plan.
5. Provide medical consultation for School's Child Study Team, nurse, administrative, and other personnel when necessary.
6. Review policies on the exclusion and readmission of students in connection with infectious or contagious disease when necessary.
7. Cooperate with public health officials in the implementation of public health laws at School, particularly with regard to communicable diseases.
8. Act as a liaison between School and the students' personal physicians when requested by School.
9. Review and make recommendations on all pre-participation physical examinations for athletes, as requested by School, for students whose private physician performed the physical examination.

Clinical:

A. On-Site at Lawnside Public School District:

1. Perform physical examination for students participating in sports on designated days at School.
2. Perform pre-participation physical examinations for athletes as requested by School for students who do not otherwise have a private physician or medical home.
3. Perform physical examinations for new students, transfer students, and students being evaluated by the Child Study Team as requested by School.

B. On-Site at RowanSOM's Stratford Offices:

1. Conduct special examinations of students upon referral of School's nurse.
2. Perform physical examinations for all new employees when requested.