

**Freehold Regional High School District
11 Pine Street, Englishtown, NJ 07726**

**Medical Inspector's Contract
July 1, 2021 - June 30, 2022**

This Agreement, entered into as of the 29th day of April, 2021, between the Freehold Regional High School District Board of Education (hereinafter "Board"), whose address is 11 Pine Street, Englishtown, New Jersey 07726, and Dr. Dhimant Balar, (hereinafter the "Medical Inspector") whose address is 901 W. Main Street, Suite 267, Freehold, NJ 07728, contains the following mutually acceptable terms in consideration of the benefits to be derived therefrom:

WITNESSETH:

WHEREAS, Board must engage a licensed medical professional(s) to provide certain services as set forth below (the "Services") as the Medical Inspector for the Board; and

WHEREAS, the Medical Inspector is duly qualified, ready and willing to provide the Services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES AND PURPOSE

The Medical Inspector is a duly formed and validly existing corporation, in good standing under the laws of the State of New Jersey, which provides medical services through its staff of physicians licensed to practice medicine in the state of New Jersey. The Board is a duly constituted political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools within the geographic area of its district. By this Agreement, the Medical Inspector, under the supervision and direction of its staff of physicians, specifically, **Dr. Dhimant Balar**, agrees to provide the medical services discussed herein to the Board as the Medical Inspector for Freehold Township High School and Manalapan High School.

2. DUTIES

The Medical Inspector shall provide medical services as customarily provided by school medical inspectors in accordance with the requirements of Title 18A of the laws of the State of New Jersey and regulations promulgated thereunder, as well as under all other laws and regulations governing the practice of medicine, and as otherwise required by the Board. The Medical Inspector shall provide such services in accordance with professional standards and shall use the same care and skill as it would in the case of private patients. Said services shall include, but not be limited to, the duties set forth in Board Policy 5305 "Health Services Personnel," a copy of

which is attached hereto as Exhibit A. In addition to the duties set forth therein, the Medical Inspector may be called upon to perform any of the following:

- a) The Medical Inspector shall complete physical examinations, including health history, health screening and medical evaluations of candidates for employment, newly employed employees and of such other employees, including but not limited to bus drivers and cafeteria workers, as needed, in accordance with the requirements of N.J.S.A. 18A:16-2 et seq., or as otherwise required by the Board.
- b) The Medical Inspector shall grant certificates of physical fitness or unfitness in cases where such fitness or unfitness have been determined by one of its staff of physicians.
- c) The Medical Inspector shall notify the proper authorities of all cases of contagious or infectious disease; report as requested to the Board on the sanitary conditions of all school properties in the district; and, to respond to all district emergency calls.
- d) The Medical Inspector shall be available for consultation to the Board, administration and medical staff, as needed.
- e) The Medical Inspector shall provide medical examinations for each candidate for a place on any Board athletic squads or teams, such examinations to be completed within three hundred sixty-five (365) days prior to the first practice session, with a health history update if the examination was completed more than sixty (60) days prior to the first practice session of the first sport participated in, or in lieu thereof, the Medical Inspector may accept the report of such an examination by a physician licensed to practice medicine in New Jersey. The medical examination to determine the fitness of a student to participate in athletics shall be in accordance with the requirements of N.J.A.C. 6A:16-2.
- f) The Medical Inspector shall provide standing orders to school nurses and other medical staff employed by the Board for administration of mandated testing and administration of medication, as needed, including Mantoux testing, adrenaline, oxygen and the self-administration of medication by a pupil of epinephrine via epi-pen, or other medication for asthma or other potentially life-threatening illness.
- g) The Medical Inspector shall approve written standing medical orders and written standard orders for practice of athletic training services annually.
- h) The Medical Inspector shall consult with the Board's certified school nurse(s) to obtain input for the development of the school Nursing Services Plan pursuant to N.J.A.C. 6A:16-2. 1.
- i) The Medical Inspector shall review and approve Section 504 Plan medical documentation when requested.
- j) The Medical Inspector shall assess and approve students requesting home instruction or chronically ill services, and requests for medical exemption from physical education requirements.

k) Provide the District with a standing order for an opioid antidote in accordance with New Jersey's Overdose Prevention Act, P.L. 2018, Chapter 106.

The Medical Inspector represents and assures that its staff of physicians have satisfactorily completed the Student-Athlete Cardiac Screening Professional Development Module ("PD Module"), as set forth at N.J.S.A. 18A:40-41(d) and read the Sudden Cardiac Death in Young Athletes Pamphlet. The Medical Inspector shall provide to the Board the original signed certification(s) attesting to the satisfactory completion of the PD Module.

The above referenced Services are by way of example and not by way of limitation.

3. DURATION/TERMINATION

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022. The Board may terminate this Agreement by resolution at any time, without cause, upon thirty (30) days prior written notice to the Medical Inspector. The Board may terminate this agreement on fifteen (15) days written notice for just cause. In the event the license to practice medicine of any one of the Medical Inspector's staff of physicians assigned to Board is suspended, terminated or revoked, this Agreement shall be immediately terminated.

4. CONTRACT SUM

In consideration for the performance of the duties set forth herein, the Medical Inspector shall be compensated in the total sum of Nineteen Thousand dollars (\$19,000.00). Said compensation shall be paid in ten (10) installments, the first installment of One Thousand, Nine Hundred dollars (\$1,900.00) being due and payable on or before October 1, 2021, and thereafter being due on or before the first of the month. Said Agreement sum includes all expenses pertaining to the services set forth herein. Any request for additional services not set forth herein, shall be in writing from the Board to the Medical Inspector, with the sum payable for any such services requiring Board approval and, if approved, being paid in accordance with appropriate Board procedures.

5. COMPLIANCE WITH LAWS

The Medical Inspector shall comply with federal laws and regulations, all laws and regulations of the State of New Jersey and all rules and regulations of the local and State Boards of Health and of the local and State Boards of Education.

6. INDEMNIFICATION

The Medical Inspector agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the

obligations undertaken, or out of the activities of the Medical Inspector and/or its agents, employees, subcontractors, representatives and/or servants, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

7. CONSULTATION, PREPARATION AND TESTIMONY AT TRIAL

The Medical Inspector, from time to time, may be asked to consult and/or to serve as an expert witness in litigation in which the Board is involved.

8. OTHER TERMS

a. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey. Furthermore, Medical Inspector bears full responsibility for assuring that all employees providing the Services in this Agreement are properly certified to perform said services in public schools in accordance with the laws of the State of New Jersey. The Medical Inspector further represents that he/she/it and his/her/its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1

b. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Agreement.

c. The Medical Inspector agrees to abide by all Board policies, regulations and procedures.

d. During the performance of this Agreement, the Medical Inspector agrees as follows:

The Medical Inspector, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation. The Medical Inspector will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Medical Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Medical Inspector, where applicable will, in all solicitations or advertisements for

employees placed by or on behalf of the Medical Inspector, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Medical Inspector, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Medical Inspector's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Medical Inspector, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Medical Inspector agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2.

The Medical Inspector agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Medical Inspector agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

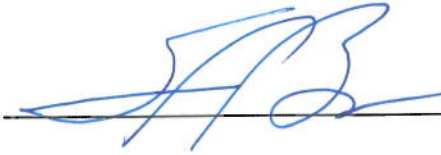
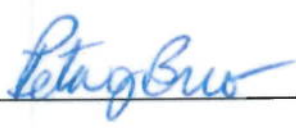
The Medical Inspector agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Medical Inspector shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have set their hands and affixed their respective seals the day and year first above.

Attest: FREEHOLD REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

 BY: 

Dated: 4/24/21

Attest:

5/4/21  (Seal)

Dated:

**Freehold Regional High School District
11 Pine Street, Englishtown, NJ 07726**

**Medical Inspector's Contract
July 1, 2021 - June 30, 2022**

This Agreement, entered into as of the 29th day of April, 2021, between the Freehold Regional High School District Board of Education (hereinafter "Board"), whose address is 11 Pine Street, Englishtown, New Jersey 07726, and Dr. Christina Lusk, (hereinafter the "Medical Inspector") whose address is 776 Shrewsbury Avenue, Suite 105, Tinton Falls, NJ 07724 contains the following mutually acceptable terms in consideration of the benefits to be derived therefrom:

WITNESSETH:

WHEREAS, Board must engage a licensed medical professional(s) to provide certain services as set forth below (the "Services") as the Medical Inspector for the Board; and

WHEREAS, the Medical Inspector is duly qualified, ready and willing to provide the Services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES AND PURPOSE

The Medical Inspector is a duly formed and validly existing corporation, in good standing under the laws of the State of New Jersey, which provides medical services through its staff of physicians licensed to practice medicine in the state of New Jersey. The Board is a duly constituted political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools within the geographic area of its district. By this Agreement, the Medical Inspector, under the supervision and direction of its staff of physicians, specifically, Dr. Christina Lusk, agrees to provide the medical services discussed herein to the Board as the Medical Inspector for Freehold High School.

2. DUTIES

The Medical Inspector shall provide medical services as customarily provided by school medical inspectors in accordance with the requirements of Title 18A of the laws of the State of New Jersey and regulations promulgated thereunder, as well as under all other laws and regulations governing the practice of medicine, and as otherwise required by the Board. The Medical

Inspector shall provide such services in accordance with professional standards and shall use the same care and skill as it would in the case of private patients. Said services shall include, but not be limited to, the duties set forth in Board Policy 5305 "Health Services Personnel," a copy of which is attached hereto as Exhibit A. In addition to the duties set forth therein, the Medical Inspector may be called upon to perform any of the following:

- a) The Medical Inspector shall complete physical examinations, including health history, health screening and medical evaluations of candidates for employment, *newly* employed employees and of such other employees, including but not limited to bus drivers and cafeteria workers, as needed, in accordance with the requirements of N.J.S.A. 18A:16-2 et seq., or as otherwise required by the Board.
- b) The Medical Inspector shall grant certificates of physical fitness or unfitness in cases where such fitness or unfitness have been determined by one of its staff of physicians.
- c) The Medical Inspector shall notify the proper authorities of all cases of contagious or infectious disease; report as requested to the Board on the sanitary conditions of all school properties in the district; and, to respond to all district emergency calls.
- d) The Medical Inspector shall be available for consultation to the Board, administration and medical staff, as needed.
- e) The Medical Inspector shall provide medical examinations for each candidate for a place on any Board athletic squads or teams, such examinations to be completed within three hundred sixty-five (365) days prior to the first practice session, with a health history update if the examination was completed more than sixty (60) days prior to the first practice session of the first sport participated in, or in lieu thereof, the Medical Inspector may accept the report of such an examination by a physician licensed to practice medicine in New Jersey. The medical examination to determine the fitness of a student to participate in athletics shall be in accordance with the requirements of N.J.A.C. 6A:16-2.
- f) The Medical Inspector shall provide standing orders to school nurses and other medical staff employed by the Board for administration of mandated testing and administration of medication, as needed, including Mantoux testing, adrenaline, oxygen and the self-administration of medication by a pupil of epinephrine via epi-pen, or other medication for asthma or other potentially life-threatening illness.
- g) The Medical Inspector shall approve written standing medical orders and written standard orders for practice of athletic training services annually.
- h) The Medical Inspector shall consult with the Board's certified school nurse(s) to obtain input for the development of the school Nursing Services Plan pursuant to N.J.A.C. 6A:16-2. 1.

- i) The Medical Inspector shall review and approve Section 504 Plan medical documentation when requested.
- j) The Medical Inspector shall assess and approve students requesting home instruction or chronically ill services, and requests for medical exemption from physical education requirements.
- k) Provide the District with a standing order for an opioid antidote in accordance with New Jersey's Overdose Prevention Act, P.L. 2018, Chapter 106.

The Medical Inspector represents and assures that its staff of physicians have satisfactorily completed the Student-Athlete Cardiac Screening Professional Development Module ("PD Module"), as set forth at N.J.S.A. 18A:40-41(d) and read the Sudden Cardiac Death in Young Athletes Pamphlet. The Medical Inspector shall provide to the Board the original signed certification(s) attesting to the satisfactory completion of the PD Module.

The above referenced Services are by way of example and not by way of limitation.

3. DURATION/TERMINATION

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022. The Board may terminate this Agreement by resolution at any time, without cause, upon thirty (30) days prior written notice to the Medical Inspector. The Board may terminate this agreement on fifteen (15) days written notice for just cause. In the event the license to practice medicine of any one of the Medical Inspector's staff of physicians assigned to Board is suspended, terminated or revoked, this Agreement shall be immediately terminated.

4. CONTRACT SUM

In consideration for the performance of the duties set forth herein, the Medical Inspector shall be compensated in the total sum of Nine Thousand, Five Hundred dollars (\$9,500.00). Said compensation shall be paid in ten (10) installments, the first installment of Nine Hundred and Fifty dollars (\$950.00) being due and payable on or before October 1, 2021, and thereafter being due on or before the first of the month. Said Agreement sum includes all expenses pertaining to the services set forth herein. Any request for additional services not set forth herein, shall be in writing from the Board to the Medical Inspector, with the sum payable for any such services requiring Board approval and, if approved, being paid in accordance with appropriate Board procedures.

5. COMPLIANCE WITH LAWS

The Medical Inspector shall comply with federal laws and regulations, all laws and regulations of the State of New Jersey and all rules and regulations of the local and State Boards of Health and of the local and State Boards of Education.

6. INDEMNIFICATION

The Medical Inspector agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Medical Inspector and/or its agents, employees, subcontractors, representatives and/or servants, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

7. CONSULTATION, PREPARATION AND TESTIMONY AT TRIAL

The Medical Inspector, from time to time, may be asked to consult and/or to serve as an expert witness in litigation in which the Board is involved.

8. OTHER TERMS

- a. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey. Furthermore, Medical Inspector bears full responsibility for assuring that all employees providing the Services in this Agreement are properly certified to perform said services in public schools in accordance with the laws of the State of New Jersey. The Medical Inspector further represents that he/she/it and his/her/its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1
- b. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Agreement.
- c. The Medical Inspector agrees to abide by all Board policies, regulations and procedures.
- d. During the performance of this Agreement, the Medical Inspector agrees as follows:

The Medical Inspector, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital

status, sexual orientation. The Medical Inspector will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Medical Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Medical Inspector, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Medical Inspector, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Medical Inspector, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Medical Inspector's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Medical Inspector, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Medical Inspector agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2.

The Medical Inspector agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

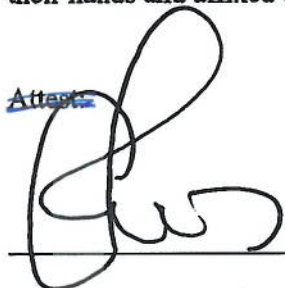
The Medical Inspector agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Medical Inspector agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Medical Inspector shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have set their hands and affixed their respective seals the day and year first above.

Attest:

 5/12/21

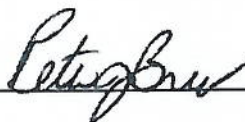
Dated: 4/21/21

Attest:

(Seal)

Dated:

FREEHOLD REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

BY: 

Attest:

BY:



Freehold Regional High School District
11 Pine Street, Englishtown, NJ 07726

Medical Inspector's Contract
July 1, 2021 - June 30, 2022

This Agreement, entered into as of the 29th day of April, 2021, between the Freehold Regional High School District Board of Education (hereinafter "Board"), whose address is 11 Pine Street, Englishtown, New Jersey 07726, and **Dr. Jason Nitche**, (hereinafter the "Medical Inspector") whose address is **457 Jack Martin Blvd, Brick, NJ 08724**, contains the following mutually acceptable terms in consideration of the benefits to be derived therefrom:

WITNESSETH:

WHEREAS, Board must engage a licensed medical professional(s) to provide certain services as set forth below (the "Services") as the Medical Inspector for the Board; and

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

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2. DUTIES

The Medical Inspector shall provide medical services as customarily provided by school medical inspectors in accordance with the requirements of Title 18A of the laws of the State of New Jersey and regulations promulgated thereunder, as well as under all other laws and regulations governing the practice of medicine, and as otherwise required by the Board. The Medical Inspector shall provide such services in accordance with professional standards and shall use the same care and skill as it would in the case of private patients. Said services shall include, but not

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The Medical Inspector shall comply with federal laws and regulations, all laws and regulations of the State of New Jersey and all rules and regulations of the local and State Boards of Health and of the local and State Boards of Education.

6. INDEMNIFICATION

The Medical Inspector agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Medical Inspector and/or its agents, employees, subcontractors, representatives and/or servants, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

7. CONSULTATION, PREPARATION AND TESTIMONY AT TRIAL

The Medical Inspector, from time to time, may be asked to consult and/or to serve as an expert witness in litigation in which the Board is involved.

8. OTHER TERMS

- a. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey. Furthermore, Medical Inspector bears full responsibility for assuring that all employees providing the Services in this Agreement are properly certified to perform said services in public schools in accordance with the laws of the State of New Jersey. The Medical Inspector further represents that he/she/it and his/her/its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1.
- b. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Agreement.
- c. The Medical Inspector agrees to abide by all Board policies, regulations and procedures.
- d. During the performance of this Agreement, the Medical Inspector agrees as follows:

The Medical Inspector, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation. The Medical Inspector will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Medical Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Medical Inspector, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Medical Inspector, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Medical Inspector, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Medical Inspector's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Medical Inspector, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Medical Inspector agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2.

The Medical Inspector agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Medical Inspector agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Medical Inspector agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform

with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Medical Inspector shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have set their hands and affixed their respective seals the day and year first above.

Attest:

FREEHOLD REGIONAL HIGH SCHOOL
BOARD OF EDUCATION



BY:

Patricia Brown 4/27/21

Dated:

Attest:

(Seal)

BY:



J. N. Little

9/13/21

Dated:

**Freehold Regional High School District
11 Pine Street, Englishtown, NJ 07726**

**Medical Inspector's Contract
July 1, 2021 - June 30, 2022**

This Agreement, entered into as of the 29th day of April, 2021, between the Freehold Regional High School District Board of Education (hereinafter "Board"), whose address is 11 Pine Street, Englishtown, New Jersey 07726, and Dr. Matthew Parisi, (hereinafter the "Medical Inspector") whose address is 186 County Road 520 Suite #3, Morganville, NJ 07751, contains the following mutually acceptable terms in consideration of the benefits to be derived therefrom:

WITNESSETH:

WHEREAS, Board must engage a licensed medical professional(s) to provide certain services as set forth below (the "Services") as the Medical Inspector for the Board; and

WHEREAS, the Medical Inspector is duly qualified, ready and willing to provide the Services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES AND PURPOSE

The Medical Inspector is a duly formed and validly existing corporation, in good standing under the laws of the State of New Jersey, which provides medical services through its staff of physicians licensed to practice medicine in the state of New Jersey. The Board is a duly constituted political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools within the geographic area of its district. By this Agreement, the Medical Inspector, under the supervision and direction of its staff of physicians, specifically, Dr. Matthew Parisi, agrees to provide the medical services discussed herein to the Board as the Medical Inspector for Colts Neck High School.

2. DUTIES

The Medical Inspector shall provide medical services as customarily provided by school medical inspectors in accordance with the requirements of Title 18A of the laws of the State of New Jersey and regulations promulgated thereunder, as well as under all other laws and regulations governing the practice of medicine, and as otherwise required by the Board. The Medical Inspector shall provide such services in accordance with professional standards and shall use the

same care and skill as it would in the case of private patients. Said services shall include, but not be limited to, the duties set forth in Board Policy 5305 "Health Services Personnel," a copy of which is attached hereto as Exhibit A. In addition to the duties set forth therein, the Medical Inspector may be called upon to perform any of the following:

- a) The Medical Inspector shall complete physical examinations, including health history, health screening and medical evaluations of candidates for employment, *newly* employed employees and of such other employees, including but not limited to bus drivers and cafeteria workers, as needed, in accordance with the requirements of N.J.S.A. 18A:16-2 et seq., or as otherwise required by the Board.
- b) The Medical Inspector shall grant certificates of physical fitness or unfitness in cases where such fitness or unfitness have been determined by one of its staff of physicians.
- c) The Medical Inspector shall notify the proper authorities of all cases of contagious or infectious disease; report as requested to the Board on the sanitary conditions of all school properties in the district; and, to respond to all district emergency calls.
- d) The Medical Inspector shall be available for consultation to the Board, administration and medical staff, as needed.
- e) The Medical Inspector shall provide medical examinations for each candidate for a place on any Board athletic squads or teams, such examinations to be completed within three hundred sixty-five (365) days prior to the first practice session, with a health history update if the examination was completed more than sixty (60) days prior to the first practice session of the first sport participated in, or in lieu thereof, the Medical Inspector may accept the report of such an examination by a physician licensed to practice medicine in New Jersey. The medical examination to determine the fitness of a student to participate in athletics shall be in accordance with the requirements of N.J.A.C. 6A:16-2.
- f) The Medical Inspector shall provide standing orders to school nurses and other medical staff employed by the Board for administration of mandated testing and administration of medication, as needed, including Mantoux testing, adrenaline, oxygen and the self-administration of medication by a pupil of epinephrine via epi-pen, or other medication for asthma or other potentially life-threatening illness.
- g) The Medical Inspector shall approve written standing medical orders and written standard orders for practice of athletic training services annually.
- h) The Medical Inspector shall consult with the Board's certified school nurse(s) to obtain input for the development of the school Nursing Services Plan pursuant to N.J.A.C. 6A:16-2.1.

- i) The Medical Inspector shall review and approve Section 504 Plan medical documentation when requested.
- j) The Medical Inspector shall assess and approve students requesting home instruction or chronically ill services, and requests for medical exemption from physical education requirements.
- k) Provide the District with a standing order for an opioid antidote in accordance with New Jersey's Overdose Prevention Act, P.L. 2018, Chapter 106.

The Medical Inspector represents and assures that its staff of physicians have satisfactorily completed the Student-Athlete Cardiac Screening Professional Development Module ("PD Module"), as set forth at N.J.S.A. 18A:40-41(d) and read the Sudden Cardiac Death in Young Athletes Pamphlet. The Medical Inspector shall provide to the Board the original signed certification(s) attesting to the satisfactory completion of the PD Module.

The above referenced Services are by way of example and not by way of limitation.

3. DURATION/TERMINATION

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022. The Board may terminate this Agreement by resolution at any time, without cause, upon thirty (30) days prior written notice to the Medical Inspector. The Board may terminate this agreement on fifteen (15) days written notice for just cause. In the event the license to practice medicine of any one of the Medical Inspector's staff of physicians assigned to Board is suspended, terminated or revoked, this Agreement shall be immediately terminated.

4. CONTRACT SUM

In consideration for the performance of the duties set forth herein, the Medical Inspector shall be compensated in the total sum of Nine Thousand, Five Hundred dollars (\$9,500.00). Said compensation shall be paid in ten (10) installments, the first installment of Nine Hundred and Fifty dollars (\$950.00) being due and payable on or before October 1, 2021, and thereafter being due on or before the first of the month. Said Agreement sum includes all expenses pertaining to the services set forth herein. Any request for additional services not set forth herein, shall be in writing from the Board to the Medical Inspector, with the sum payable for any such services requiring Board approval and, if approved, being paid in accordance with appropriate Board procedures.

5. COMPLIANCE WITH LAWS

The Medical Inspector shall comply with federal laws and regulations, all laws and regulations of the State of New Jersey and all rules and regulations of the local and State Boards of Health and of the local and State Boards of Education.

6. INDEMNIFICATION

The Medical Inspector agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Medical Inspector and/or its agents, employees, subcontractors, representatives and/or servants, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

7. CONSULTATION, PREPARATION AND TESTIMONY AT TRIAL

The Medical Inspector, from time to time, may be asked to consult and/or to serve as an expert witness in litigation in which the Board is involved.

8. OTHER TERMS

- a. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey. Furthermore, Medical Inspector bears full responsibility for assuring that all employees providing the Services in this Agreement are properly certified to perform said services in public schools in accordance with the laws of the State of New Jersey. The Medical Inspector further represents that he/she/it and his/her/its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1
- b. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Agreement.
- c. The Medical Inspector agrees to abide by all Board policies, regulations and procedures.
- d. During the performance of this Agreement, the Medical Inspector agrees as follows:

The Medical Inspector, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation. The Medical Inspector will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Medical Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Medical Inspector, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Medical Inspector, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Medical Inspector, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Medical Inspector's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Medical Inspector, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Medical Inspector agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2.

The Medical Inspector agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Medical Inspector agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Medical Inspector agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed,

color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Medical Inspector shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.

~~Attest:~~

Muskm 5/4/21

BY:

Attest:

Attest

BY:

Dated:

**Freehold Regional High School District
11 Pine Street, Englishtown, NJ 07726**

**Medical Inspector's Contract
July 1, 2021 - June 30, 2022**

This Agreement, entered into as of the 29th day of April, 2021, between the Freehold Regional High School District Board of Education (hereinafter "Board"), whose address is 11 Pine Street, Englishtown, New Jersey 07726, and Dr. Steven Weintraub, (hereinafter the "Medical Inspector") whose address is 475 County Road 520 #101, Marlboro, NJ 07746, contains the following mutually acceptable terms in consideration of the benefits to be derived therefrom:

WITNESSETH:

WHEREAS, Board must engage a licensed medical professional(s) to provide certain services as set forth below (the "Services") as the Medical Inspector for the Board; and

WHEREAS, the Medical Inspector is duly qualified, ready and willing to provide the Services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES AND PURPOSE

The Medical Inspector is a duly formed and validly existing corporation, in good standing under the laws of the State of New Jersey, which provides medical services through its staff of physicians licensed to practice medicine in the state of New Jersey. The Board is a duly constituted political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools within the geographic area of its district. By this Agreement, the Medical Inspector, under the supervision and direction of its staff of physicians, specifically, Dr. Steven Weintraub, agrees to provide the medical services discussed herein to the Board as the Medical Inspector for Howell High School and Marlboro High School.

2. DUTIES

The Medical Inspector shall provide medical services as customarily provided by school medical inspectors in accordance with the requirements of Title 18A of the laws of the State of New Jersey and regulations promulgated thereunder, as well as under all other laws and regulations governing the practice of medicine, and as otherwise required by the Board. The Medical Inspector shall provide such services in accordance with professional standards and shall use the

same care and skill as it would in the case of private patients. Said services shall include, but not be limited to, the duties set forth in Board Policy 5305 "Health Services Personnel," a copy of which is attached hereto as Exhibit A. In addition to the duties set forth therein, the Medical Inspector may be called upon to perform any of the following:

- a) The Medical Inspector shall complete physical examinations, including health history, health screening and medical evaluations of candidates for employment, newly employed employees and of such other employees, including but not limited to bus drivers and cafeteria workers, as needed, in accordance with the requirements of N.J.S.A. 18A:16-2 et seq., or as otherwise required by the Board.
- b) The Medical Inspector shall grant certificates of physical fitness or unfitness in cases where such fitness or unfitness have been determined by one of its staff of physicians.
- c) The Medical Inspector shall notify the proper authorities of all cases of contagious or infectious disease; report as requested to the Board on the sanitary conditions of all school properties in the district; and, to respond to all district emergency calls.
- d) The Medical Inspector shall be available for consultation to the Board, administration and medical staff, as needed.
- e) The Medical Inspector shall provide medical examinations for each candidate for a place on any Board athletic squads or teams, such examinations to be completed within three hundred sixty-five (365) days prior to the first practice session, with a health history update if the examination was completed more than sixty (60) days prior to the first practice session of the first sport participated in, or in lieu thereof, the Medical Inspector may accept the report of such an examination by a physician licensed to practice medicine in New Jersey. The medical examination to determine the fitness of a student to participate in athletics shall be in accordance with the requirements of N.J.A.C. 6A:16-2.
- f) The Medical Inspector shall provide standing orders to school nurses and other medical staff employed by the Board for administration of mandated testing and administration of medication, as needed, including Mantoux testing, adrenaline, oxygen and the self-administration of medication by a pupil of epinephrine via epi-pen, or other medication for asthma or other potentially life-threatening illness.
- g) The Medical Inspector shall approve written standing medical orders and written standard orders for practice of athletic training services annually.
- h) The Medical Inspector shall consult with the Board's certified school nurse(s) to obtain input for the development of the school Nursing Services Plan pursuant to N.J.A.C. 6A:16-2.1.
- i) The Medical Inspector shall review and approve Section 504 Plan medical

documentation when requested.

j) The Medical Inspector shall assess and approve students requesting home instruction or chronically ill services, and requests for medical exemption from physical education requirements. .

k) Provide the District with a standing order for an opioid antidote in accordance with New Jersey's Overdose Prevention Act, P.L. 2018, Chapter 106.

The Medical Inspector represents and assures that its staff of physicians have satisfactorily completed the Student-Athlete Cardiac Screening Professional Development Module ("PD Module"), as set forth at N.J.S.A. 18A:40-41(d) and read the Sudden Cardiac Death in Young Athletes Pamphlet. The Medical Inspector shall provide to the Board the original signed certification(s) attesting to the satisfactory completion of the PD Module.

The above referenced Services are by way of example and not by way of limitation.

3. DURATION/TERMINATION

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022. The Board may terminate this Agreement by resolution at any time, without cause, upon thirty (30) days prior written notice to the Medical Inspector. The Board may terminate this agreement on fifteen (15) days written notice for just cause. In the event the license to practice medicine of any one of the Medical Inspector's staff of physicians assigned to Board is suspended, terminated or revoked, this Agreement shall be immediately terminated.

4. CONTRACT SUM

In consideration for the performance of the duties set forth herein, the Medical Inspector shall be compensated in the total sum of Seventeen Thousand, Two Hundred dollars (\$17,200.00). Said compensation shall be paid in ten (10) installments, the first installment of One Thousand, Seven Hundred and Twenty dollars (\$1,720.00) being due and payable on or before October 1, 2021, and thereafter being due on or before the first of the month. Said Agreement sum includes all expenses pertaining to the services set forth herein. Any request for additional services not set forth herein, shall be in writing from the Board to the Medical Inspector, with the sum payable for any such services requiring Board approval and, if approved, being paid in accordance with appropriate Board procedures.

5. COMPLIANCE WITH LAWS

The Medical Inspector shall comply with federal laws and regulations, all laws and regulations of the State of New Jersey and all rules and regulations of the local and State Boards of Health and of the local and State Boards of Education.

6. INDEMNIFICATION

The Medical Inspector agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Medical Inspector and/or its agents, employees, subcontractors, representatives and/or servants, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. This indemnification and hold harmless agreement shall apply in all instances whether the Board is made a party to any action or Claim, or is subsequently made a party to any action or Claim by third-party in-pleading, or is made a party to any collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or Claim. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

7. CONSULTATION, PREPARATION AND TESTIMONY AT TRIAL

The Medical Inspector, from time to time, may be asked to consult and/or to serve as an expert witness in litigation in which the Board is involved.

8. OTHER TERMS

- a. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey. Furthermore, Medical Inspector bears full responsibility for assuring that all employees providing the Services in this Agreement are properly certified to perform said services in public schools in accordance with the laws of the State of New Jersey. The Medical Inspector further represents that he/she/it and his/her/its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1
- b. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Agreement.
- c. The Medical Inspector agrees to abide by all Board policies, regulations and procedures.
- d. During the performance of this Agreement, the Medical Inspector agrees as follows:

The Medical Inspector, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation. The Medical Inspector will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Medical Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Medical Inspector, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Medical Inspector, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Medical Inspector, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Medical Inspector's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Medical Inspector, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Medical Inspector agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2.

The Medical Inspector agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Medical Inspector agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Medical Inspector agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform

with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Medical Inspector shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

~~Attest:~~

HA.

BY: Peta J. Brown 4/27/21

Attest: 

(Seal)

BY:

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