

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
ROWAN UNIVERSITY
AND
RUTGERS, THE STATE UNIVERSITY FOR ITSELF AND ON BEHALF OF ITS
ROBERT WOOD JOHNSON MEDICAL SCHOOL**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), effective the 1st day of July, 2022, is by and between Rowan University, 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 ("Rowan") and Rutgers, The State University of New Jersey ("Rutgers") for itself and on behalf of its unincorporated entity, the Robert Wood Johnson Medical School ("Contractor"), having an address at Clinical Academic Building, Suite 1400, 125 Paterson Street, New Brunswick, New Jersey 08901, each being a "Party," and collectively referred to as the "Parties" to this Agreement.

WHEREAS, Rowan is in need of Contractor's services described in **Section 3: Scope of Services**; and

WHEREAS, Contractor has agreed to provide such services; and

WHEREAS, Contractor represents and warrants that it that it will perform the services covered by this contract in a fully professional manner and in accordance with the Contractor's reputation; and

WHEREAS, there exists within the budget of the originating department funds that are available and rightly applicable for this use.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Contractor Name & Address:

Robert Wood Johnson Medical School
Clinical Academic Building, Suite 1400
125 Paterson Street
New Brunswick, NJ 08901

2. Dates: *Event Date/Dates on Rowan Premises/Expiration Date*

July 1, 2022 through June 30, 2023

3. Scope of Services:

Contractor to provide the services of Dr. Barry S. Grunberg, DMD ("Consultant"). Dr. Grunberg will provide instruction in the dissection lab associated with the course, Integrated Regional Anatomy. This course is under the aegis of the Department of Cell Biology and Neuroscience at Rowan University School of Osteopathic Medicine. The specific instructional "services" are outlined below:

- Introductory laboratory, taking 2 hours.
- 5 labs in three major sections of the course, (I. Thorax, Abdomen and Pelvis; II. Back and Limbs; III. Head and Neck) for a total of 15, each 2.5 hours. (37.5 hours)
- 3 practice practical exams, each taking 8 hours for preparation and delivery (24 hours)
- 3 practical exams, each taking 8 hours for preparation and delivery (24 hours). (The grading occurs between heats of the practical exams within the 8-hour day).

Summary and Total

- 15 labs at 2.5 hours each 37.5 hours
- 2 hour introduction lab 2 hours
- 3-practice practicals (8-hours each) 24 hours
- 3-standard practical exams (8 hours each) 24 hours
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- Total 87.5 hours x \$300/hour = **\$26,250**

4. Cost

Rowan agrees to pay Contractor eighteen point nine nine percent (18.99%) of Consultant's salary, which equals \$26,250. Rowan agrees that, should Consultant's salary paid by Contractor increase during the term of this Agreement (such as any additional payments awarded to Consultant pursuant to the AAUP merit program), Rowan shall pay the new salary starting from the date of such adjustments. Rowan shall pay Contractor semi-annually, by December 31st and June 1st, provided that Contractor sends invoices no later than December 1st and May 1st.

Professional Services Contractors are required to provide one or more of the following signed forms depending on your business classification status:

- **W9 (US Citizens) or W8 (Non-US Citizens BEN, ECI, IMY, & EXP):** ☐ Attached
(on file with the office of procurement)
- **NJ Business Registration Certificate (BRC):** ☐ Attached

General Terms & Conditions

1. Payment Schedule and Compensation

- a. All costs will not exceed the total of the agreed upon amount, inclusive of any reimbursements.
- b. All fees will be paid to Contractor upon acceptance of the deliverables or performance of the Services (as the case may be). Full completion is required for full payment. Except as provided in the Agreement, no earnest money or partial or periodic payments will be made.
- c. All fees are to be considered "all inclusive" and to be paid in the form of a Rowan University Check.
- d. Rowan, unless specifically agreeing to in Section 3, Scope of Services, does not reimburse or pay for any of the travel or lodging needs of the contracted Consultant.
- e. Contractor must be registered as an authorized business in the State of New Jersey and MUST present a copy of a State of New Jersey Business Registration Certificate in order to be paid.
- f. Contractor must provide a copy of its IRS W9 form when submitting this signed Agreement.

2. Compliance with Laws

- a. In performance of the Services, Contractor shall observe and comply with all applicable State of New Jersey, local, and federal laws, and the applicable rules of any governing body having jurisdiction over the Services, including but not limited to Rowan, this shall include, but not be limited to, without regard to conflict of law principles, the New Jersey Tort Claims Act, NJSA 59: 1-1 et seq. and the New Jersey Contractual Liability Act, NJSA 59: 13-1 et seq.
 - i. Rowan, in its programs and services adheres to the State's nondiscrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.
 - ii. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of the Services, Contractor certifies that Consultant will not violate the State's nondiscrimination policy or engage in sexual harassment or gender discrimination.

- b. Without limiting the generality of the foregoing, the parties will observe and comply with the applicable provisions of the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law"), the federal False Claims Act, set forth at 31 U.S.C. §§ 3729-3733, and the New Jersey "Codey Law", set forth at N.J.S.A. § 45:9-22.4 (all as may be amended and supplemented from time to time) and the regulations promulgated thereunder.

3. Insurance Requirements

Contractor shall maintain at its own cost and expense during the Term:

- a. Public Liability Insurance: Comprehensive General Liability (bodily injury, personal injury, and property damage liability) including Contractor's contingent completed operations and contractual liability with the following minimum limits of coverage:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$3,000,000 general aggregate; and
 - \$1,000,000 products/completed operations aggregate

*** And, if applicable, the following additional types of insurance:*

- b. Workman's Compensation and Unemployment Insurance: In adherence with New Jersey State labor laws the Contractor shall maintain, for the protection of the Contractor and all the employees of the Contractor, workers compensation and unemployment insurance coverages, which coverages shall be in full force and effect during the term of this contract and in such policy limits as usual and customary in the industry and as may be required by the laws of the State of New Jersey.
- c. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.
- d. Professional Liability Insurance: Comprehensive Professional Liability Insurance with a minimum:
 - \$1,000,000 each occurrence
 - \$2,000,000 general aggregate.

4. **Intentionally Omitted**

5. **Terms of Agreement**

- a. The term of this Agreement is stated in Section 2 of this Agreement.
- b. The rights and duties arising under this Agreement shall not be assigned or delegated by either Party without the other Party's written consent.
- c. This contract can't be modified except in writing and as countersigned by both parties.
- d. In the event that any one or more provisions of this Agreement is/are declared null and void, or otherwise unenforceable, the remainder of the Agreement shall survive.
- e. Nothing contained herein shall be construed as to constitute the Parties hereto as a partnership or joint venture.

6. **Termination**

Either Party shall have the right to terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. Upon termination of

this Agreement, Rowan shall promptly pay Contractor for its Services performed through the effective date of the termination.

7. **The Professional Services Agreement**

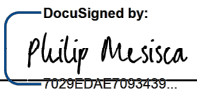
This Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties' intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void. Where there is a conflict between attachments, addendum, or other appurtenant documentation to the body of the contract, the body of the contract supersedes the attached Exhibits or documentation.

I hereby certify that Contractor is entitled to claim independent contractor status and that Contractor has complied with all business licensing requirements. I certify that Contractor pays federal, state and city income/social security and other taxes related to Contractor's employment of Consultant in accordance with Internal Revenue Service requirements. I acknowledge on behalf of Consultant that Consultant, as an Independent Contractor, is not eligible for workers compensation, unemployment compensation or other Rowan employee benefits. I understand that Rowan will issue a **Form 1099-MISC to independent contractors** who receive over six hundred dollars in remuneration during a calendar year. I acknowledge that providing false information will result in Contractor not being eligible to contract with Rowan in the future and may result in further penalties.

ROWAN UNIVERSITY:

By:  May 5, 2022
Michael Blasko Date
Vice President for Finance
AVP, Budget and Financial Planning

**RUTGERS, THE STATE UNIVERSITY FOR ITSELF AND ON BEHALF OF ITS
ROBERT WOOD JOHNSON MEDICAL SCHOOL:**

By: 
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Phil Mesisca, MBA, CMPE
Interim Vice Dean for Finance and Administration

NOTE: All Independent Contractors are responsible for forwarding invoices to invoices@rowan.edu with a copy to the originating department. If Contractor is unable to provide an invoice, it is responsible for completing and certifying the approved Rowan invoice, [Independent Contractor Request for Payment Form](#), which is also available on the Accounts Payable website.