

**PROFESSIONAL SERVICE AGREEMENT
FOR SCHOOL PHYSICIAN SERVICES**

Springfield Township School District (“District”) with offices located at 2146 Jacksonville-Jobstown Road, Jobstown, NJ 08041 and Virtua Medical Group (“VMG”) a New Jersey professional association with corporate offices located at 301 Lippincott Drive, Suite 410, Marlton, New Jersey 05053, hereby enter into this Professional Services Agreement (“Agreement”) as of September 1, 2021 (“Effective Date”) under the following terms and conditions:

I. BACKGROUND

WHEREAS, District desires to arrange for the provision of certain medical services to students enrolled in the District as required both by Laws of the State of New Jersey and Springfield Township School District.

WHEREAS, VMG employs certain physicians (“Physician(s)”) who are qualified to provide the health care services required by the District as more fully described in this Agreement; and.

WHEREAS, the purpose of this Agreement is to describe the health care and services to be provided by VMG to the district under the terms and conditions relating to the provision of those Services.

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. RESPONSIBILITIES OF VMG. During the term (as defined in Section II below), of this Agreement VMG shall have the following duties and responsibilities (“Services”):

1. Consultation to the Board of Education.
2. Student physicals as needed.
3. Physicals for uninsured Springfield Township District Employees (3-6 per year).
4. Review Authorization for emergency procedures.
5. Act as a liaison between district school and family physicians.
6. Scoliosis screening.
7. Review Nurses plan.

III. RESPONSIBILITIES OF THE DISTRICT. During the Term (as defined in Section III below), District shall have the following duties and responsibilities:

- 1) Provide adequate supplies and space within the District’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) Provide the Services of a school nurse who will carry out such duties as may be assigned by the District including the provision of reasonable assistance to the Physician as required.

- 3) Obtain and maintain the appropriate student consents and / or parental/guardian consents (for those student having not yet reached the age of maturity) for the provision of Services by VMG to such students.
- 4) Obtain and maintain all required New Jersey Department of Education Annual Athletic Pre-Participation Physical Examination Forms to the extent required by N.J.A.C. 6A:16-2.2., et seq.

IV. INSURANCE. VMG and the District 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 District, 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.

V. COMPENSATION. As compensation for the Services provided by VMG for the entire Term, District shall pay VMG the sum of One Thousand Seven Hundred Twenty Five Dollars (\$1,725.00). 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 District 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. District shall forward the payments to VMG within 30 days of receipt of the invoice. All payments should be sent to:

*Virtua Non-Patient Cash
P.O. Box 789192
Philadelphia, PA 19178-9192*

VI. TERM AND TERMINATION

- 1) Term. The term of this Agreement shall be commence on September 1, 2021 and shall continue in full force and effect until June 30, 2022 (the “Term”). Unless otherwise terminated as set forth in the Agreement.
- 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.

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. 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
President
Virtua Medical Group
301 Lippincott Drive
Suite 410
Marlton, NJ 08053

Springfield Twp School District

Danielle Tarvin
School Business Administrator
2146 Jacksonville-Jobstown Road
Jobstown, NJ 08041

With a cc to:

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

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

XI. INDEPENDENT CONTRACTOR RELATIONSHIP. 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 their party. This agreement does not establish any relationship of agency, partnership, or joint venture between the District and VMG.

- XII. 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.
- XIII. 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.
- XIV. 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.
- 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. 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 District 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 here to have executed this Agreement on the dates set forth below.

Springfield Twp. School District

Virtua Medical Group, P.A.

By: _____
Danielle Tarvin
School Business Administrator

By: _____
Rebecca, Lynch President
Virtua Medical Group