

Jill Davis
Superintendent-Director

Michael Barton
Assistant

GREATER LOWELL TECHNICAL HIGH SCHOOL
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TYNGSBORO, MASSACHUSETTS 01879-2199
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SCHOOL COMMITTEE

Matthew J. Sheehan
Chairman

Paul E. Morin
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**CONTRACT TERMS AND CONDITIONS
OF
SCHOOL PHYSICIAN/PHYSICIAN CONSULTANT AND
GREATER LOWELL TECHNICAL HIGH SCHOOL**

This Agreement made and entered into on July 29, 2024 by and between Merrimack Valley Internal Medicine Associates having a usual place of business at 20 Research Place, Suite 310, North Chelmsford, MA 01863 hereinafter called "Physician Consultant" and the Greater Lowell Regional Vocational Technical School District hereinafter designated "Greater Lowell Technical High School", located at 250 Pawtucket Boulevard, Tyngsborough, MA 01879, by its Superintendent-Director, each a "party" and together, the "parties". The words "Physician Consultant" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

CONTRACT TERM

The term of this Contract shall be July 1, 2024 through June 30, 2025.

QUALIFICATIONS

- Must have a valid license to practice medicine in the Commonwealth of Massachusetts (M.G.L. c. 71, S, 53).
- Knowledgeable about the health needs of children and adolescents.
- Be Board certified or board eligible in pediatrics, family practice or internal medicine.

COMPENSATION

1. In consideration for performance of the work in accordance with the requirements of the Contract, Greater Lowell Technical High School shall pay the School Physician Consultant as follows:

2024-2025 year \$ 12,686.80

The above to be paid quarterly each year, on or about September 15, December 15, March 15, and June 15 upon presentation of invoices therefore. The above figure of \$12,686.80 represents the cost for up to three (3) onsite visits with Physician Consultant per year, and up to four (4) hours of consultation per month. As set forth in Section 6 herein, any consultation provided beyond the three (3) onsite days per year and four (4) hours per month will be charged at a rate of two hundred dollars (\$200) per hour.

COMPLIANCE

Each party will comply with all provisions of Federal, and Massachusetts law applicable to the party's work including without limitation statutes, by-laws, rules, regulations, orders and directives. Each party warrants and represents that it has the legal right to enter into this Contract. Each party warrants that neither it nor any of its directors, officers, stockholders, management, employees, or subcontractors under the Contract have been convicted of a criminal offense or are or have been listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in Federal health care programs.

1. The Physician Consultant will provide and maintain throughout the term of this Contract and any extension or renewal thereof Professional Liability Insurance which covers the physician services to be rendered pursuant to this Contract in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. The Physician Consultant agrees to give Greater Lowell Technical High School thirty (30) days prior written notice of any cancellation or material amendment of the coverage. Failure to provide and continue in force such insurance shall constitute a material breach of this Contract and shall be grounds for immediate termination thereof, at the discretion of the Greater Lowell Technical School Committee. The Greater Lowell Technical High School will provide and maintain equivalent kinds of insurance and in equivalent coverages as set forth above, and/or will provide and maintain any other industry standard insurance coverages, and including but not limited to workers' compensation insurance coverage in the amounts as required by Massachusetts law, and will notify the Physician Consultant if any such changes are made to any of its insurance coverages. Failure to provide and continue in force such insurance shall constitute a

material breach of this Contract and shall be grounds for immediate termination thereof, at the discretion of the Physician Consultant.

2. Each party will indemnify, defend, and hold harmless the other party and all of its boards, commissions, officers, employees and agents against all suits, claims, causes of action, damages, costs, and liability of every name and nature, arising out of or in consequence of the acts of or omissions of the party in the performance of the work covered by the Contract or failure to comply with the terms and conditions of the Contract. Under no circumstances will the Physician Consultant be responsible for a student's health status, including but not limited to their COVID-19 status.
3. The Physician Consultant has entered into this Contract in reliance on his/her own examinations and estimates as to the amount and character of his/her work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.
4. No payment by Greater Lowell Technical High School to the Physician Consultant shall be deemed to be a waiver of any right of Greater Lowell Technical High School under this Contract or ratification by Greater Lowell Technical High School of any breach hereof by the Physician Consultant.
5. The Physician Consultant will provide services under this Agreement as an independent contractor with the Greater Lowell Technical High School and Physician Consultant will not be entitled to receive any benefits of employment with the Greater Lowell Technical High School, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.
6. If either party breaches any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the other party, the party will have the right to terminate this Contract upon written notice to the the other party. Either party may terminate this Contract upon written notice to the other party if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year. In the event of termination by the Greater Lowell Technical High School, Physician Consultant will be entitled to be paid for services rendered in accordance with this Contract prior to termination.

SCOPE OF RESPONSIBILITIES

1. The Physician Consultant will perform school physician services for Greater Lowell Technical High School as outlined, and subject to the direction of Greater Lowell Technical High School Committee or its designee. The Physician Consultant shall provide such services in accordance with applicable professional standards of medical practice in Massachusetts and in accordance with the policies of the Greater Lowell Technical High School, provided they are timely given to the Physician Consultant for review.
2. Provides general consultation to school nurse and to the school district on matters relating to the health of the school population.
3. Collaborates with the school nurse in identifying the need for developing policies and procedures governing school health services which are then shared with the School Administrators for adoption pending School Committee approval.
4. Collaborates with the school nurse, school administrators and other pertinent school personnel, as well as the Department of Public Health, to develop and implement a program for immunization against communicable diseases and control of other infection illnesses.
5. When indicated or requested by the school nurse, reviews the reports of the physical examinations performed by the student's primary care provider.
6. The Physician Consultant will conduct three (one day) onsite sports physicals clinics for Greater Lowell Technical High School athletes annually in compliance with MIAA regulations. In addition to the onsite days, the Physician Consultant, or another provider in Physician Consultant's practice, will be accessible to the school nurse and/or school administration for telephonic consultation or support with policy and procedure development for up to four (4) hours per month. Should additional access to the Physician Consultant be needed beyond the three (3) onsite clinics and four (4) hours per month, additional hours will be billed at the rate of two hundred dollars (\$200) per hour.

COORDINATION WITH COMMUNITY PROVIDERS

1. Cooperates with other medical and public health professionals in prevention programs designed to enhance the health of children and adolescents within the community.
2. In collaboration with the school nurse, assesses the needs and responsibilities of the school health program and makes recommendations to the Superintendent and other health care providers in the Greater Lowell Technical School District.

NOTICES

1. Except as otherwise provided all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified or registered mail to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to Greater Lowell Technical High School:

Michael Knight
School Business Administrator
Greater Lowell Technical High School
250 Pawtucket Boulevard
Tyngsborough, MA 01879

If to the Physician Consultant:

Merrimack Valley Internal Medicine Associates
20 Research Pl Suite 310
North Chelmsford, MA 01863

1. The Physician Consultant will not assign or subcontract the whole or any part of this Contract, or allow any of his/her work to be done by anyone but him/her and his/her own employees, without the prior written consent of the Greater Lowell Technical School Committee.
2. The Physician Consultant will not assign any money due or to become due him under this Contract without the prior written consent of the Greater Lowell Technical School Committee.
3. This Contract may be amended only by a written document signed by the parties.
4. If any provision of this Contract is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.
5. This Contract represents the entire agreement of the parties and supersedes any prior agreement, understanding and representation, whether written or oral.

6. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
7. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

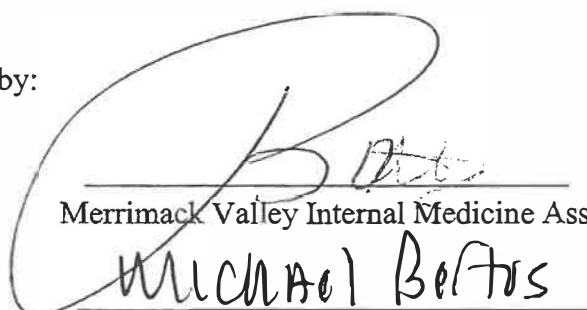
REVIEW

This Contract may be reviewed and/or updated by the parties at least every two years.

Greater Lowell Technical High School, by:



Michael Knight
School Business Administrator



Merrimack Valley Internal Medicine Associates

Michael Bertos

Printed Name of Signer

Date: 7/30/24

Date: 7/29/24

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting to employees and contractors, and withholding and remitting child support.

Merrimack Valley Internal Medicine Associates