

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this day of November, 2012 by and between the BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT (hereinafter "School") and DR. HARRY W. SHARP (hereinafter "Physician") hereby recites as follows:

WHEREAS, the School desires to engage the Physician for the performance of certain professional services as described herein.

1. Term. This agreement is to be for a term of twelve (12) months commencing July 1, 2012 and running to June 30, 2013.

2. Scope of Services. The Physician will perform services for all schools in the Black Horse Pike Regional School District as more particularly set forth herein:

A. Recommend and provide guidance to the Board of Education and school administrators in formulating policies relating to school health programs, such as:

- (1) general illness
- (2) emergency and first-aid
- (3) control of communicable disease

- a. tuberculosis survey
 - b. immunization requirements
- (4) physical examination program
- (5) athletic program.
- B. Consult with administrators and school nurses on health, medical and sanitary areas of school health;
- C. Direct and advise nursing procedures;
- D. Perform physical examinations as required and review and sign off on examinations performed by student's "Medical Home";
- E. Recommend exclusion of any child whose presence in the school room can be determined to be detrimental to health or cleanliness of other pupils;
- F. Provide current information and literature relative to health of the school-age child and school health program;
- G. Review reports of statistics and services of the health program;
- H. Cooperate with the State Board of Health, State Department of Education, the Camden County Medical Society and local physicians in

interpreting health programs of the school.

3. Professional Liability Insurance.

A. The Physician agrees to maintain at his own expense a comprehensive general liability insurance policy including professional liability and will provide the School with a copy of same.

B. The School agrees to maintain at its own expense a comprehensive general liability insurance policy insuring the School against any and all claims for bodily injury or death resulting from performance and services by the School, its employees, students, staff and agents under this agreement.

4. Compensation. The salary requirement for the July 1, 2012 to June 30, 2013 will be \$63,745.00 which will be paid in equal monthly installments during the term of the contract..

5. Modifications. The School and the Physician hereby agree and understand that this agreement may not to be changed or amended except by mutually agreed upon written modifications which are acceptable to both parties.

6. Affirmative Action

The Physician agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 175, C.127 as amended and supplemented from time to time.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

Secretary

BY: _____
President

DR. HARRY SHARP

MANDATORY AFFIRMATIVE ACTION LANGUAGE

During the performance of this contract, the Consultant agrees as follows:

The Consultant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Consultant 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 or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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 Consultant or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for

employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The Consultant or subcontractor, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant or subcontractor, 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.

The Consultant or subcontractor 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.

1975, c. 127, as amended and supplemented from time to time.

The Consultant or subcontractor 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 or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Consultant 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 Consultant 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 or sex 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 Consultant and its subcontractors 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 this chapter.