

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (this “Agreement”) is made this 20th day of February 2020 by and between **Inspira Health Network Urgent Care, P.C.**, a New Jersey professional corporation (“Inspira”), and the Black Horse Pike Regional District, a New Jersey School District (“Client” and together with Inspira, the “Parties”).

In consideration of the mutual terms and conditions contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Services.** Inspira shall provide the services set forth in **Exhibit A**, which contains a full description of services and the corresponding fee schedule. Inspira reserves the right to adjust prices as needed upon thirty (30) days’ prior written notice to Client.
- 2. Term and Termination.** The term of this Agreement shall commence on February 21, 2020 and continue for 1 year. Either party can terminate this Agreement by providing thirty (30) days’ written notice upon default or breach by the other party of any provision of this Agreement which is not cured within the thirty (30) day time period by the other party. Either party may terminate this Agreement at any time and without cause by providing to the other party at least 30 days’ written notice of termination.
- 3. Payment.** Client agrees that it shall pay all fees and expenses due according to the prices and terms specified in **Exhibit A**. All payments under this Agreement are due within thirty (30) days following the date of the invoice. If Client defaults in the making of any payment due hereunder or fails to comply with any of the other terms of this Agreement, Inspira reserves its right to charge interest of 1.5% per month and reasonable attorney’s fees incurred in the collection process.
- 4. HIPAA.** Inspira complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Client understands that, unless otherwise permitted by HIPAA or applicable state law, Inspira may only disclose the health information requested by Client to Client pursuant to a written authorization by the applicable individual or his/her legal guardian.
- 5. Confidential information.** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after this Agreement terminates or expires. Notwithstanding the foregoing, Client shall allow Inspira to utilize its name as a reference for services rendered and for business development purposes.
- 6. Limitations of Liability.** Except for third party claims of bodily injury or damage to real or tangible personal property, and gross negligence or willful misconduct, Inspira shall not be liable for any special, incidental, consequential or other indirect damages (including, without limitation, loss of

revenues, profits or opportunities) however caused, on any theory of liability, whether or not Inspira has been advised of the possibility of such damages; nor will Inspira's liability arising out of or related to this Agreement exceed the aggregate amounts paid or payable to Inspira under this Agreement.

- 7. Indemnification.** Neither party, nor any of their agents, officers, or employees, shall be liable to any third party for any act or omission of the other party. Each party shall indemnify and hold harmless the other party, its affiliates, and their respective trustees, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action, or proceeding arising out of or resulting from a breach by the indemnifying party of any of its representations, covenants, or obligations under this Agreement or from the negligence or willful act or omission of the indemnifying party or its agents, officers, or employees.
- 8. No Third Party Benefits.** Nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than the parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns.
- 9. Independent Contractor; Assignability.** Inspira is Client's independent contractor, not Client's employee, agent, joint venture, or partner. This Agreement shall be binding upon the parties, their successors, and assigns and personal representatives. Neither party shall assign any of their rights or obligations under this Agreement without prior written notice to the other party.
- 10. Entire Agreement; Amendment; Compliance.** This Agreement constitutes the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties, whether oral or written, on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Except as otherwise provided in this Agreement, this Agreement may be amended only by a writing executed by both parties. Each party shall comply with all applicable laws, statutes and ordinances.
- 11. Force Majeure.** Neither party shall be liable for any delay or default in performing its obligations (other than payment obligations) if such default or delay is caused by any event beyond the reasonable control of such party, including, but not limited to, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, material or supply shortages, labor disturbances, epidemic, or other similar event.
- 12. Miscellaneous.** Client's obligation to pay any amounts due to Inspira under this Agreement survives expiration or termination of this Agreement. All of Inspira's rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitutes evidence of the existence of this Agreement. The law of the State of New Jersey will govern any interpretation of this Agreement and dispute between Client and Inspira without regard to the principles of choice of law. Any notice permitted or required to be given under this Agreement shall be in writing and shall be (a) mailed, by certified mail, return

receipt requested, postage paid, or (b) delivered by a nationally recognized overnight service (e.g., UPS), to the addresses set forth below.

13. Acknowledgement. The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

In Witness Whereof, the Parties hereto have executed or have caused their duly authorized representatives to execute this Agreement on the Effective Date

INSPIRA

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

EXHIBIT A

SERVICES AND FEE SCHEDULE

Service	Fee
Urine Drug Screen - Custom Panel to include 1 – alcohol (ethanol) 2 – amphetamines 3 – barbiturates 4 – benzodiazepines 5 – cocaine 6 – opiates 7 – PCP 8 – THC 9 – fentanyl 10 – methadone 11 – buprenorphine (suboxone) 12 – K2	\$80
Urine Drug Screen – Anabolic Steroid Panel (Standalone)	\$90
Medical Review of Positive Test (MRO Process)	\$25
Return to school physical with form completion	\$25
DOT Physical (Bus Drivers) w/drug screen	\$170
Breath Alcohol Testing (BAT)	\$25
Work Injury Treatment	Self-pay rates of \$125/200/244 plus any added services We also accept WC Insurance and their negotiated fee schedules