

MOBILE HEALTH CLINIC

Between

City of Newark

And

Newark Board of Education

This Mobile Health Clinic Agreement (this "Agreement") is made and entered into as of February , 2024 by and between City of Newark, Department Health and Community Wellness, co-affiliated with Mary Eliza Mahoney Health Center, a Federally Qualified Health Center, (both parties collectively referred to hereinafter as the "DOH/FQHC") and the Newark Board of Education (hereinafter the "Board") located at 765 Broad Street, Newark, New Jersey 07102

RECITALS

WHEREAS, the City of Newark Department of Health and Community Wellness is the public health arm of the City and is co-affiliated with the Mary Eliza Mahoney Health Center (MEMHC), a Federally Qualified Health Center ("FQHC") that receives federal grant funds pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. 254b, administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("DHHS") and provides comprehensive primary care, preventive care, and related services (including essential ancillary and enabling services) to residents of its community, regardless of the individual's or the family's ability to pay; and

WHEREAS, the Board represents the public school district in Newark with a student body approximately 35,329 strong, and

WHEREAS, the parties acknowledge that there exist a significant need to expand and create an infrastructure to coordinate services to all residents and their family members within the school district.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. This Affiliation Agreement formalizes the commitment of the parties to work together to provide primary services to students, teachers, Board Staff and their family members in the greater Newark area.

2. This Affiliation Agreement establishes the parties' commitment to work together to establish a framework of coordinated assessment of those patients presenting for services.

3. The Board wishes to make primary medical health care services available to its students, teachers and family members.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and all the terms, conditions and covenants set forth herein, the parties agree as follows:

AGREEMENT

Term. This Agreement shall begin on February , 2024 (the "Commencement Date"), and shall continue in effect for a period of one (1) year until December 31, 2024 (the "Initial Term"). This Agreement shall automatically renew for additional periods of one year (the "Subsequent Terms") unless one party provides written notice to the other of its intent not to renew at least 60 days before the end of the current term. The Initial Term and Subsequent Terms, if applicable, are collectively referred to as the "Term."

Board shall perform the following duties during the term:

- Provide space for the Mobile Clinic to park on-site;
- Post information provided by DHCW/MEMHC in conspicuous spaces where community members can learn about services rendered on the mobile unit and when the unit will be on site;
- Provide a room where patients are able to wait to come on to the mobile unit for services;
- Provide a restroom for patient use.

Department of Health and Community Wellness agrees to following duties during the term:

- Operation of the Mobile Clinic. The FQHC shall make the Mobile Clinic available at school sites and locations as scheduled and agreed upon by the parties.
- The FQHC shall staff the Mobile Clinic with physicians and other clinicians (the "Providers") who are appropriately licensed or certified in New Jersey to provide their scope of services offered at the Mobile Clinic.
- The scope of services at the Mobile Clinic shall include primary medical care for chronic health conditions, preventive services including Well Child visits and immunizations.

- Behavioral health services and counseling shall also be available either directly by FQHC or through a subcontract held by FQHC.
- Billing and collection for services provided at the Mobile Clinic shall be handled by FQHC. The FQHC will comply with all applicable legal requirements in billing and collection for services provided at the Mobile Clinic.
- The FQHC is self-insured entity shall maintain professional liability insurance for itself and the Providers with minimum limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or equivalent coverage through the New Jersey Tort Claims Act coverage), which insurance shall provide coverage for all acts or omissions during the Term, regardless of when a claim is made.
- Nothing in this Agreement shall be deemed or construed to require the Board to refer any patients to FQHC. The FQHC shall operate the Mobile Clinic and provide services in compliance with applicable legal requirements including but not limited to the rules of Medicaid, Medicare and other similar programs.
- FQHC shall make no payments to the Board.
- FQHC is a Covered Entity and subject to the terms of the Health Insurance Portability and

Mutual Responsibilities. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the DOH/FQHC shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this agreement. The DOH/FQHC hereby releases the Board from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the DOH/FQHC's performance of the obligations assumed by it or its employees, agents or officers pursuant to this agreement.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this agreement. The Board hereby

releases the DOH/FQHC from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Board's performance of the obligations assumed by it or its employees, agents or officers pursuant to this agreement.

Independent Contractor. DOH/FQHC and the Board are independent contractors practicing the profession of medicine and they shall not be deemed to be agents or employees.

Termination. Either party may terminate this agreement for convenience and without penalty during any term upon 30 days written notice to the other party.

Termination for Breach. Either party may terminate this Agreement if the other party materially breaches its obligations hereunder, provided that (a) the non-breaching party sends written notice to the breaching party that specifies the nature of the breach and the expected cure, if possible to cure and (b) the breaching party does not cure the breach within sixty (60) days following its receipt of such notice.

Notice Termination. After the Initial Term, either party may terminate this agreement upon 90 days' written notice to the other party.

General Provisions.

Legal Compliance and Modification. The parties are aware of laws prohibiting practices involving kickbacks, rebates, and payments for referrals, private inurement and the unauthorized practice of medicine. Each party acknowledges that it has entered into this Agreement without intent to violate such laws and believes that this Agreement does not violate such laws. Each party agrees to seek to enforce this Agreement as it is written and not to assert that the relationship between the parties is anything other than a bona fide contractual relationship.

If any federal or state law or regulation is interpreted by judicial decision, regulatory action or a party's legal counsel in a manner that indicates that this Agreement may be in violation of such law or regulation, the parties shall work in good faith to amend this Agreement as necessary to comply with such law or regulation. To the maximum extent possible, any such amendment shall preserve the financial terms of this Agreement. If the parties are unable to reach agreement on an amendment that preserves the financial terms, the parties shall unwind the financial terms and terminate this Agreement within a reasonable time.

Notices. Correspondence and notices to the FQHC shall be directed to the attention of the Ketlen Alsbrook, MPA, CEO and Director, Department of Health and Community Wellness, co-affiliated with Mary Eliza Mahoney Health Center, 110 William Street, and Room 208 Newark, New Jersey 07102. Correspondence to

the Board shall be directed to Gwendolyn Hargrave, Administrative Assistant III Office of Health Services, 765 Broad Street, Newark, New Jersey 07102.

Governing Law This Agreement shall be governed by and construed under the laws of the State of New Jersey.

No Assignment. Neither party shall assign, delegate, or otherwise transfer any duties or obligations under this Agreement without the prior written consent of the other party.

Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior agreements or understandings, either oral or written, relating in any way to the subject matter of this Agreement, and it may be amended only in writing.

No Waiver. No failure by either party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving that party of the right to insist on strict performance of such provision or of any other provision in the future, and no waiver shall be deemed to have been made unless expressly in writing and signed by the other party.

Severability. If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of the Agreement, or the application of the provision to other persons or circumstances, shall not be affected.

Survival. The provisions of this Agreement identified in Section 3.5 shall survive the termination of this Agreement.

Binding Effect. This Agreement is binding on the parties and on their respective executors, administrators, representative, successors and assigns.

No Third-Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Nothing in this Agreement or the course of conduct by a party shall be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

Criminal History Background Checks. The DOH/FQHC shall ensure that each worker(s), subcontractors(s), agent(s), intern(s) and/or representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said individual from employment or coming into contact with children

pursuant to N.J.S.A. 18A:6-7.1 et seq. The DOH/FQHC must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The services under this Agreement shall not begin or proceed until the DOH/FQHC complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this agreement by the DOH/FQHC, and as such, serves as a basis for the Newark Board of Education to immediately terminate this Agreement.

Confidentiality. The DOH/FQHC and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children's Online Privacy and Protection Act ("COPPA"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that the DOH/FQHC is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this Agreement, the DOH/FQHC agrees that it will either return all such confidential information/data to the Board within 30 days of the end of the term of this Agreement or termination date if terminated by the Board, or that the DOH/FQHC will destroy any such confidential information/data within 30 days of the end of the term of this Agreement or termination date if terminated by the Board. To the extent that the DOH/FQHC has access to any Board generated materials or documents as a result of this Agreement, the DOH/FQHC agrees that it will similarly either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this Agreement. The DOH/FQHC acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this Agreement. To the extent that any services are performed by the DOH/FQHC virtually using the internet or some other remote means of electronic transmission, the DOH/FQHC shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and

comply with the technical requirements of the Board's computer network and/or must be on a Board pre-approved online platform.

Non-recruitment. During the term of this Agreement, and for a period of one year following the termination of this Agreement for any reason, in the absence of any prior express, written authorization by the Board Superintendent which may permit the DOH/FQHC to do so, the DOH/FQHC agrees that it will not directly or indirectly hire any of the Board's employees, or solicit any of the Board's current, or recently separated employees from 12 months prior to the start of this Agreement, for the purpose of hiring them or inducing them to leave their employment with the Board or offer any status as an independent contractor with the DOH/FQHC, nor will the DOH/FQHC utilize any third party to act on its behalf to try to otherwise hire any Board employee or solicit any Board employee or induce/encourage them to leave employment with the Board. Should the DOH/FQHC violate this provision, this Agreement is subject to immediate termination by the Board upon written notice to the DOH/FQHC.

IN WITNESS WHEREOF, the Parties have executed this Affiliation Agreement Effective as of the Date indicated below.

Ketlen Alsbrook MPA, Director/CEO
City of Newark
Department of Health and Community Wellness
Mary Eliza Mahoney Health Center

Date: _____

Hasani K. Council
Board President
Board of Education

Date: _____