

PROFESSIONAL MEDICAL SERVICES AGREEMENT BETWEEN EDUCATION HEALTH SERVICES, LLC.

Introduction:

This Professional Medical Services Agreement dated _____, is between _____ and Education Health Services, LLC ("EHS") of 71 Belknap Ave, Newport NH 03773, that *professional medical services* are a necessity for _____ (SAU/DISTRICT) in order to comply with state law governing the state medical assistance program, He-M (also known as Medicaid to schools);

WHEREAS, SAU/DISTRICT to contract with a licensed and qualified professional medical service provider, specifically a physician (MD), advanced practice registered nurse (ARNP) to provide such professional medical services;

WHEREAS, Education Health Services, LLC, provides duly licensed and qualified personnel and health care services; and SAU/DISTRICT.

WHEREAS, both EHS and SAU/DISTRICT desire that such professional medical services be provided by EHS on the basis that EHS shall be an independent contractor, and not an employee of SAU/DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, SAU/DISTRICT and EHS contract and agree as follows:

I.

Service

It is hereby agreed between SAU/DISTRICT and EHS that EHS will furnish and provide Professional Medical Services, as defined in Section VII(p)(i) to qualifying SAU/DISTRICT students, at the request of SAU/DISTRICT personnel.

II.

Term

The term of this agreement shall begin on _____ and shall be in force and effect until _____. The Agreement shall continue from year to year thereafter unless either party elects to terminate the Agreement by giving at least 60 days advance written notice.

III.

Termination

This Agreement may be terminated in the following ways:

- (a) SAU/DISTRICT may terminate this agreement on June 30th of any given year after the initial term of this Agreement. SAU/DISTRICT must provide EHS written notice sixty (60) days prior to the termination. EHS must continue to provide service to SAU/DISTRICT during this time.
- (b) EHS may terminate this Agreement on June 30 of any given year after the initial term of this Agreement has expired. EHS must provide SAU/DISTRICT written notice at least sixty (60) days written notice prior to the termination. EHS must continue to provide service to SAU/DISTRICT during this time.
- (c) This Agreement may be terminated upon written Mutual agreement.
- (d) This Agreement may also be terminated by SAU/DISTRICT, with seven (7) days written notice of termination to EHS under the following circumstances:
 - (i.) EHS files a voluntary petition in bankruptcy or is deemed bankrupt under such bankruptcy laws or provisions; or
 - (ii.) EHS institutes or suffers to be instituted any proceeding for reorganization or rearrangements of its affairs; or
 - (iii.) EHS makes any assignment for the benefit of creditors, if such assignment would prohibit EHS from fulfilling its obligations under this agreement.
 - (iv.) EHS becomes insolvent or has a receiver of assets or property appointed; or
 - (v.) EHS defaults in the performance of any requirement, term or condition of this Agreement, provided that written notice of the default is provided by SAU/DISTRICT and said default is not cured within ten (10) days of receiving such notice.
 - (vi.) Changes to state law governing the state medical assistance program, He-M or RSA 186-C (also known as Medicaid to Schools) that no longer requires school districts to obtain orders from specifically a physician (MD) and or, advanced practice registered nurse (ARNP).
- (e.) This Agreement may also be terminated by EHS, with seven (7) days written notice of termination to SAU/DISTRICT if SAU/DISTRICT defaults in the performance of any requirement, term or condition of this agreement, provided that written notice of the default is provided by SAU/DISTRICT and said default is not cured within ten (10) days of receiving such notice.

IV.

Responsibilities of SAU/DISTRICT

In consideration of the services provided by EHS, SAU/DISTRICT shall provide the following to EHS:

- (a.) Compensation as outlined in **EXHIBIT A**.
- (b.) Portions of student files necessary to provide professional medical services.
- (c.) Timely collaboration with EHS clinicians and support staff as needed.

V.

Responsibilities of EHS

EHS shall provide the following to the SAU/DISTRICT:

- (a) Professional medical services, as defined in Section VII(p)(i), provided by licensed and qualified personnel, specifically a State of New Hampshire Licensed ARNP, or MD credentialed in family medicine.
- (b) A monthly report identifying completed student files.
- (c) Responsible, competent, well-trained, *support personnel*. (VII)(m)(ii).
- (d) Personnel support for SAU/DISTRICT administrators to obtain critical documentation necessary to complete services. EHS will provide this support to SAU/DISTRICT with personnel that have access to EHS email and dedicated EHS phone extensions.
- (e) On-site support will be provided in order to assist the SAU/ DISTRICT in the collection of necessary documentation to complete student files, at the request of SAU/DISTRICT in accordance with the fee schedule indicated in "EXHIBIT A".
- (f) Compliance with all applicable federal, state and local laws and regulations, including HIPAA, as amended and all regulations promulgated thereunder.
- (g) Maintenance of worker's compensation insurance in the amount required pursuant to New Hampshire law, and professional liability insurance in amounts reasonably required for EHS provision of services hereunder. EHS shall provide SAU/DISTRICT a current certificate of insurance upon request. EHS shall provide SAU/ DISTRICT with not less than thirty (30) days' written notice prior to the cancellation or expiration of such insurance.

VI.

Notices

Notices shall be sent to:

	EHS: Education Health Services, LLC 71 Belknap Ave, Suite 3 Newport, NH 03773
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VII.
MISCELLANEOUS

- (a) **Independent Contractor Status.** EHS is engaged by the SAU/DISTRICT to provide professional medical services as an independent contractor. EHS and EHS employees shall not be considered employees of SAU/DISTRICT for any purpose and shall not be entitled to any employee benefits or compensation from SAU/DISTRICT, other than what is outlined in **EXHIBIT A**.
- (b) **Indemnification.** EHS shall indemnify and hold harmless SAU/DISTRICT and its employees and agents from and against any and all claims, damages, demands, expenses, attorneys' fees, liabilities, injuries, suits and proceedings, including without limitation claims arising out of or resulting from (a) the services performed by EHS or its employees hereunder; (b) a breach of this Agreement by EHS or its employees; and (c) a violation of HIPAA or FERPA by EHS or its employees.
- (c) **Subcontracting.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of SAU/DISTRICT. EHS shall be as fully responsible to SAU/DISTRICT for the acts and omissions of its subcontractors, and of persons, whether directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- (d) **Successors.** SAU/DISTRICT and EHS each binds itself, its successors, executors, administrators, and assigns, to the other party in respect to all covenants of this Agreement, unless otherwise excepted herein.
- (e) **Exclusivity**
In consideration of the expense incurred by EHS for providing contracted licensed medical professionals, administrative labor, and other miscellaneous costs, SAU 71 agrees not to:
 - (i) Enter into any other contract, or any agreement in connection with any proposed service similar or equal to EHS with anyone other than EHS.
 - (ii) Send this draft contract or executed contract and or any EXHIBITS to any competing medical providers. EHS will protect the exclusivity of this contract.
- (f) **Venue.** Venue for any lawsuit involving this agreement shall be in Sullivan County, New Hampshire.
- (g) **Choice of law.** This Agreement is governed by the laws of the State of New Hampshire.
- (h) **Entire Agreement.** This Agreement constitutes the entire agreement between SAU/DISTRICT and EHS and contains all agreements between them with respect to the subject matter thereof. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein.
- (i) **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (j) **Survival.** Any provisions which by their terms survive the termination of this Agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- (k) **Notices.** Each notice to SAU/DISTRICT shall be sent to the designated SAU/DISTRICT Representative and each notice to EHS shall be sent to the designated EHS Representative as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, courier, or by registered or certified mail.

- (l) **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (m) **Multiple Copies.** This Agreement may be executed in multiple counterparts each of which constitutes an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
- (n) **Exhibits.** All exhibits referenced herein and attached hereto are incorporated in and hereby made an integral part of this Agreement.
- (o) **Misspelled Words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (p) **Definitions.**
 - (i.) **Professional Medical Services:** Review of student files to assess medical necessity and provide order(s) for a service or services that are reimbursable under the state medical assistance program and provided to a student.
 - (ii.) **Support Personnel:** EHS employees who are certified and/or have degree in medical office management, including proficiency in medical record knowledge.
 - (iii) **Student Files:** Collection of educational and medical documents that may be from multiple sources that include information regarding a student's educational disabilities and/or medical conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

SAU/DISTRICT

BY:

EDUCATION HEALTH SERVICES

BY: