

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE TOWNSHIP OF UNION BOARD OF EDUCATION
AND BHARATI MULLICK, M.D.

This document shall serve as a form of agreement (hereinafter "Agreement") between the independent contractor, Bharati Mullick, M.D., Chief Medical Inspector (hereinafter "Contractor") and the Township of Union Board of Education (hereinafter "Board") also collectively known as the "Parties".

Nature of Engagement – The Board requires the services of a Chief Medical Inspector as per N.J.S.A. 18A:40-1. The duties shall consist of examining pupils, issuing standing orders, providing guidance and assistance to the administration and any other related services, as assigned. Services shall be medical services as assigned by the Director of Athletics (hereinafter "Board Representatives") as appropriate. The Contractor shall provide any reports and/or updates to the Board Representatives as requested.

Duration of this Agreement – This agreement shall commence on July 1, 2019 and terminate on June 30, 2020. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

Scheduling – Scheduling of medical evaluations shall be as directed by the Director of Athletics.

Independent Contractor – The Contractor shall in all respects be considered an Independent Contractor as that term is defined in Federal and State Law and regulations. It is expressly understood that no employer-employee relationship exists between the parties by virtue of this Agreement.

Insurance – The Contractor shall provide to the Board proof of insurance in the following form and minimum limits:

Professional Liability	\$ 1,000,000
Workers' Compensation	500,000

All insurance policies shall name the Township of Union Board of Education as additional insured and proof of said policy shall be provided on the standard ACORD form.

Indemnification – To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Board for any and all claims which may arise as a result of this engagement and the services provided hereunder.

Fees – The annual fee for the Chief Medical Inspector shall be \$22,000 per annum and paid monthly in equal increments.

Jurisdiction/Forum – The parties agree that any disputes which may arise from the implementation of this agreement shall be referred to Binding Arbitration and not to the courts.

Required State Forms - The Contractor shall provide and attach hereto the following documents:

1. Affirmative action approval form (Certificate of Employee Information Report)
2. NJ Business Registration Certificate
3. W-9

Requisite Authority – The undersigned representatives of the Parties have the requisite authority from their respective entities to sign this Agreement and legally bind said respective Parties.

TOWNSHIP OF UNION
BOARD OF EDUCATION

By: _____
Gregory E. Brennan
Business Administrator

By: _____
Bharati Mullick, M.D.

Dated: _____

Dated: _____

BOARD APPROVAL: July 16, 2019