

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement (the "Agreement") is made this 1 day of AUGUST 2018, by and between Prime Healthcare Services - Saint Clare's, LLC ("Saint Clare's") located at 25 Pocono Road, Denville, NJ 07834-2995, and Randolph School District ("School District") located at 25 School House Road, Randolph, NJ 07869. Saint Clare's and School District shall be hereinafter referred to collectively as "the Parties".

WHEREAS, Saint Clare's is a hospital system with acute care hospitals located in Denville and Dover, a psychiatric hospital located in Boonton, and various outpatient services and clinics;

WHEREAS, School District has a need for certain medical services to be provided to its students;

WHEREAS, Saint Clare's desires to provide certain healthcare services to School District's students at specific rates and;

WHEREAS, School District desires to contract with Saint Clare's to provide such healthcare services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Term.

The effective date of this Agreement shall be August 1, 2018. The Term of this Agreement shall be August 1, 2018 through July 31, 2019, unless otherwise terminated or extended by the parties to provide certain behavioral health services.

2. Services.

Saint Clare's agrees to provide certain behavioral health services, known as central evaluation and referral services ("CER Services") to students ("Students") that are referred to Saint Clare's by the School District and/or the schools listed on Exhibit A ("Schools"). Each School's behavioral health professionals shall determine the non-emergent behavioral health needs of their Students. Saint Clare's shall provide CER Services at Saint Clare's and in no event will Saint Clare's provide any CER Services at any other location. In order to provide the CER Services, the School referring such Student, shall provide a written voucher to Saint Clare's requesting that a given Student have a CER evaluation performed at Saint Clare's. In the event a Student is admitted to one of Saint Clare's inpatient services after Saint Clare's performs a CER evaluation on such Student, the Student shall be billed for such Services, just like any other patient is billed for such services, in accordance with Saint Clare's billing practices. Any other services that the School District would like to contract with Saint Clare's to provide to its Students will be addressed in a separate agreement or an addendum to this Agreement.

3. Compensation.

Saint Clare's shall be entitled to Two Hundred and Twenty-Two (\$222.00) ("CER Fee") Dollars for each CER evaluation performed by Saint Clare's to the Students. If the Student has health insurance that covers such CER evaluation, Saint Clare's shall bill the patient's health insurance company when the existence of such coverage is made known to Saint Clare's by the School District prior to services being rendered to the given Student. Any balance remaining on the Student's account after insurance has or has not reimbursed for such CER Services, will be covered/paid in full by School District within 30 calendar days of receipt of invoice from Saint Clare's. School District shall pay Saint Clare's the full CER Fee per CER evaluation for Students who lack any health insurance coverage for the CER services.

Notwithstanding anything to the contrary contained herein, in the event the School District fails to make the required payments within the time period for payments provided herein, Saint Clare's shall have the right, in addition to any other remedies at law or equity, to withhold the provision of further services and/or to terminate this Agreement upon thirty (30) days written notice to the School District notwithstanding any other notice, default and termination provisions herein, unless the parties agree, in writing by separate instrument, to modify this Section to continue the provision of Services while outstanding payment issues are resolved. Saint Clare's shall submit all invoices to:

Mr. Gerald Eckert
Business Administrator
25 School House Road, Randolph, New Jersey 07869

4. Termination.

This Agreement may be terminated by either party, with or without cause and without regard to default, upon thirty (30) days' notice by the School District or Saint Clare's. The right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the parties pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance. If the Agreement is terminated, the School District shall pay Saint Clare's all amounts for the CER Services provided up to and including the effective date of termination, provided Saint Clare's submits all required documentation that the Services were performed as appropriate and as required.

5. Records and Confidentiality.

Saint Clare's shall keep accurate and complete medical records associated with CER Services rendered pursuant to this Agreement ("Medical Records"). Upon the Student's and/or the Student's designated representative written authorization, Saint Clare's shall provide information relating to the CER Services provided to the Students. Each party shall protect the confidentiality thereof using reasonable safeguards, that such party would use to protect its own most confidential information and in compliance with all applicable federal, state and local laws, including without limitation the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. §1320d, et seq. School District acknowledges and understands that Saint Clare's is a Covered Entity as defined under HIPAA, as such, School District agrees that it will not disclose, and will cause its respective agents, Schools, affiliates, representatives, officers, directors, members, managers, shareholders and employees not to disclose, to any third party, any information regarding the existence of this Agreement, the terms of this Agreement, or any part

any information related to the CER Services provide by Saint Clare’s hereunder without the prior written consent of Saint Clare’s and the Students, unless otherwise required by law. In addition to its other rights and remedies under this Agreement and applicable law, Saint Clare’s may obtain injunctive relief for any violation of this paragraph in any court of competent jurisdiction. The School District shall obtain the proper authorizations from the Student and/or the Student’s authorized representative to use or disclose such information regarding the CER Services to persons within the School and outside in accordance with HIPAA and other State and federal privacy laws.

6. Independent Contractor/Assignment.

The parties agree that Saint Clare’s and anyone providing the Services on behalf of Saint Clare’s is an independent Contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, Saint Clare’s and anyone providing the Services on behalf of Saint Clare’s shall at all times remain in an independent contractor relationship with the School District.

The rights, duties and responsibilities of the parties under this Agreement may not be assigned, transferred, hypothecated or otherwise delegated, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party.

7. Notices.

For the School District:

Address: _____

Attention: _____

For Saint Clare’s:

Prime Healthcare Services – Saint Clare’s, LLC
25 Pocono Road
Denville, New Jersey 07834
Attention: Chief Executive Officer

With a copy to:

Prime Healthcare Management, Inc.
3300 E. Guasti Road
Ontario, CA 91761
Attention: General Counsel

8. Non-Discrimination.

Neither School District nor Saint Clare's shall discriminate against any person for employment, or for CER Services because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

9. Force Majeure.

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed. If the Force Majeure event continues beyond fifteen (15) days, either party may cancel this Agreement immediately upon written notice to the other party so long as the event is continuing as of the date of cancellation.

10. Entire Agreement.

This Agreement, along with the Exhibits and Schedules hereto incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Saint Clare's' retention by the School District for the services provided hereunder. This Agreement may not be modified or amended in whole or in part except by agreement of both parties.

11. Legal Counsel.

Each party acknowledges that it has been informed of its right to be represented by legal counsel regarding the negotiation, development, and approval of this Agreement. The parties hereby acknowledge and agree that this Agreement is the result of negotiations between the parties. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted or prepared.

12. Amendment.

Each party agrees to negotiate amendments to this Agreement as required in order to comply with any applicable law.

13. Governing Law.

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

14. Access to Books and Records.

To the extent that the services provided under this Agreement are deemed by the Secretary of the U.S. Department of Health and Human Service ("HHS"), the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the parties, until the expiration of four years subsequent to the furnishing of services, shall make available, upon written request of the Secretary, or of the Comptroller, or any of their duly authorized representatives, this Agreement, and the books, documents and records of the parties that are necessary to certify the nature and extent of the Services provided hereunder. To the extent

that this provision varies from any provision required by final regulation issued under authority of Section 952 of Public Law 96-499, the provisions of said regulation, 42 C.F.R. Par 420, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

15. Binding Effect.

This Agreement shall bind and shall inure to the benefit of the parties and their respective successors and permitted assigns.

16. Severability.

If, for any reason, any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, then the validity and enforceability of the remainder of the Agreement shall not be affected and such provisions shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable.

17. Counterparts.

This Agreement may be signed in any number of counterparts each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

18. Dispute Resolution.

It is understood that any dispute arising out of this Agreement or between the parties shall be submitted to binding arbitration as provided by State law. Any arbitration shall be conducted and administered in accordance with the Rules of the American Arbitration Association; however, notwithstanding such rules or procedures, such arbitration shall be conducted by one arbitrator only, regardless of the amount of the claim or amounts in dispute. It is understood and agreed that all fees and costs of such arbitration including, without limitation, administrative costs and arbitrator fees, shall be shared equally by the parties unless otherwise assessed by the arbitrator.

19. Compliance with Law.

The parties in good faith believe that this Agreement fully complies with federal and state laws, regulations and rules. The parties agree that this Agreement is an arms-length transaction for fair market value. The parties further agree that the benefits to each other under this Agreement do not require, are not payment for, and are not in any way contingent upon, the referral, admission,

or any other arrangement for the provision of any item or service offered by either party or its affiliates.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

Randolph School District

Prime Healthcare Services – Saint Clare’s, LLC

By: **Gerald Eckert**
Title: **Business Administrator**

By: **Brian Finestein**
Title: **Chief Executive Officer**

Date: _____

Date: _____

EXHIBIT A

LIST OF SCHOOLS

<u>Center Grove Elementary School</u>	<u>25 School House Road, Randolph, NJ 07869</u>
<u>Fernbrook Elementary School</u>	<u>206 Quaker Church Road, Randolph, NJ 07869</u>
<u>Ironia Elementary School</u>	<u>303 Dover Chester Road, Randolph, NJ 07869</u>
<u>Shongum Elementary School</u>	<u>9 Arrow Place, Randolph, NJ 07869</u>
<u>Randolph Middle School</u>	<u>507 Millbrook Ave, Randolph, NJ 07869</u>
<u>Randolph High School</u>	<u>511 Millbrook Ave, Randolph, NJ 07869</u>