

THIS AGREEMENT made and entered into this Eleventh day of March, 2019, by and between PETER S. CONNOLLY, M.D., an individual having a usual place of business at 100 Pettey Lane, Westport, MA 02790, Bristol County, Commonwealth of Massachusetts, hereinafter called "CONSULTING PHYSICIAN", and the CITY OF LOWELL, a municipal corporation duly established by law and located in County of Middlesex and Commonwealth of Massachusetts acting by and through its Board of Health, hereinafter called "CITY", WITNESSETH: That

WHEREAS, the CITY is desirous of employing a part-time CONSULTING PHYSICIAN to provide medical consulting services to the Lowell Board of Health and the Health Department of the City of Lowell; and

WHEREAS, the CONSULTING PHYSICIAN has offered to provide such services to the CITY and the CITY has accepted the CONSULTING PHYSICIAN'S offer, subject to the conditions and agreements herein contained;

WHEREAS, the CONSULTING PHYSICIAN has stated that he is duly qualified to render such services to the CITY;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

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The CONSULTING PHYSICIAN agrees that he will provide such professional medical expertise, consultation and recommendations to the City Manager, Health Director, Public Health Nurse Manager, and Nurse Coordinator on matters relating to public health, communicable diseases, emergency preparedness, chronic disease prevention, and school health issues, including but not limited to meetings of the Board of Health; Consultant to Public and Private Schools MGL Ch. 71, Sec. 53, general consultation related to the health of the school population; or emergency response issues; provide prescriptions and standing orders as needed;

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Payments under this Agreement shall not exceed SIX THOUSAND (\$6,000.00) DOLLARS, during the period commencing July 1, 2019 and terminating June 30, 2020. This Agreement is expressly subject to and contingent upon an annual appropriation of funds by the City Council. It is further understood that such employment is to be considered part-time and not full-time. The CONSULTING PHYSICIAN shall be compensated at the rate of ONE HUNDRED (\$100.00) DOLLARS per hour.

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Payment shall be made on the twentieth day of the month for all services provided during the preceding month, provided bills containing detailed information are submitted to the Health and Human Services Department on or before the first day of the month in which payment is to be made and after approval of said bills by the Director of the Health and Human Services Department.

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This CONTRACT is subject to all laws, federal, state, and local, which are applicable to this Contract, and it is presumed that the CONSULTING PHYSICIAN is cognizant thereof.

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The CONSULTING PHYSICIAN agrees that his attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have been incurred under this Agreement unless and until a purchase order shall have been duly issued and approved.

And further, that the obligation incurred shall be limited to the amount set forth in the purchase order or purchase orders duly issued and approved.

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The CONSULTING PHYSICIAN shall give his attention constantly to the faithful performance of the work and shall keep the same under his personal control and shall not assign nor sublet the work or any part thereof without the previous written consent of the City of Lowell and shall not, either legally or equitably, assign any of the monies payable under this Agreement or its claim thereto unless by and with the written consent of the City of Lowell.