

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices located at 185 Hospital Drive, North Warren, Pennsylvania, 16365-4885, hereinafter referred to as ----- “SCHOOL,”

and

DR. ROBERT G. GABRESKI, with address of 410 Quaker Hill Road, Warren, Pennsylvania 16365, hereinafter referred to as ----- “PHYSICIAN.”

WITNESSETH THAT:

RECITAL

- A. School, in the conduct of its normal affairs, requires the services of a duly licensed physician for the provision of examination, treatment and other medical services.
- B. Physician is a duly licensed physician with the equipment, training and experience necessary to provide the services required by School.

NOW, THEREFORE, the Parties hereto in consideration of the foregoing recitals, and under the covenants and agreements herein contained, agree to and with each other as follows:

- 1. School agrees to retain Physician to provide the types of physician services as set forth on the attached Exhibit “A,” with the exact services to be selected at the sole discretion of the School.
- 2. Physician shall be paid for services performed by the Physician in accordance with the schedule of fees attached hereto as Exhibit “B.”
- 3. The Superintendent, after receiving the approval of The Warren County School District Board of School Directors, may enter into Modification Agreements with

the Physician modifying the services set forth on Exhibit "A" and the schedule of compensation set forth on Exhibit "B."

4. This Agreement shall remain in effect and shall apply to all services performed by Physician for School, until terminated by either Party hereto. The School may terminate this Agreement by making no additional requests for the performance of services by Physician or by giving written notice to Physician of termination. This contract may be terminated by Physician by the Physician's refusal to perform all requests for services made by School or by the Physician's giving of written notice of termination to School.

5. Physician represents and acknowledges that Physician is an independent contractor and is not an agent, servant, or employee of the School. The parties understand that Physician, acting under the scope of this contract, has no authority to assume or create any obligation, whatsoever, express or implied, on behalf of or in the name of School or to bind School in any manner whatsoever. All expenses associated with the supply of services by Physician including, but not limited to, equipment, supplies, telephone costs, malpractice liability insurance and workmen's compensation and the like, shall be borne and provided by Physician at the sole expense of Physician. As an independent contractor, Physician understands that School will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes or FICA payments.

6. Although School shall determine the date and location upon and at which Physician's services shall be provided, the Physician shall be solely responsible for determining the specific manner in which said services are provided. Physician specifically represents that Physician possesses the training and experience necessary to provide the services which the Physician has agreed to perform, and further Physician agrees to provide said services in a competent and professional manner, and in accordance with the School Code and the other laws of the Commonwealth of Pennsylvania. Nothing contained herein is intended nor shall it be construed as reserving to School the right or power to exercise control over the professional decisions and

business practices of Physician or the manner or fashion in which Physician provides and delivers services to School.

7. Physician recognizes and agrees that this contract is not exclusive, and that the School may, in its sole discretion hire other physicians or health care professionals to provide services which are similar to or the same as those set forth on Exhibit "A" attached hereto.

8. Physician agrees to carry and maintain at Physician's expense during the performance of any work for School under this contract the policies of insurance in the specified minimum amounts set forth below. Prior to the commencement of any work or services contemplated herein, Physician shall furnish to School certificates, on a form acceptable to School and signed by authorized representatives of the insurance company providing the coverage, evidencing all coverage, extensions and minimums required to be carried by the Physician under the provisions of this Agreement. Failure to secure the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Physician from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the Physician under the terms of this Agreement shall contain provisions that underwriters will have no rights or recovery or subrogation against School, its agents, directors, officers or employees, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

	<u>Insurance Type</u>	<u>Minimum Coverage Amounts</u>
A.	Workman's Compensation	Minimum Amount Mandated by the Commonwealth of Pennsylvania
B.	Liability / Malpractice	\$ <u>500,000</u> Per Person \$ <u>1,500,000</u> Per Incident

9. Physician shall defend, protect, indemnify and save School, its agents, directors, offices and employees harmless from any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor any person, including Physician, on account of personal injuries or death or damages to property occurring, growing out of, instant to or resulting directly or indirectly from the work and services to be performed by Physician hereunder (including any condition of the premises or from separate operations being conducted thereon by School) whether such loss, damage, injury or liability arises from or is contributed to by the negligence in any form of School or for any other cause whatsoever.

10. For each service performed by the Physician, Physician agrees to provide a written summary of the following:

- a. Name of student, employee or other person to whom service was provided.
- b. Type of service provided.
- c. Date of service provided.
- d. Location of service provided.
- e. Relevant remarks.

Additionally, the Physician agrees to complete any report or other additional form which the School may require in association with each respective service.

11. The compensation due under the terms of this Agreement shall be payable upon submission of the summary or reports as above required and the submission of invoice by Physician to School. Payment shall be made within fifteen (15) days of the first meeting of the Warren County School District Board of School Directors following the receipt of said documents.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused the foregoing Agreement to be executed the day and year first above written.

ATTEST: {SEAL}

WARREN COUNTY SCHOOL DISTRICT

Secretary

By _____

WITNESS:

Dr. Robert G. Gabreski

EXHIBIT "A"

1. Issuance of standing orders.
2. Medical examinations of students.
3. Medical examinations of employees.
4. Medical examinations of students for participation in athletic activities.
5. Medical examinations for student employment.
6. Participation and review of worker's compensation claims submitted by School employees.
7. Review of requests for medical leave, medical excuses and similar medical items submitted by School employees.
8. Provide medical information.
9. Provide in-service training for School staff.
10. Provide advice regarding emergency procedures.
11. Administer vaccinations, flu shots, and other similar treatment.
12. Provide assistance in emergency situations.

EXHIBIT "B"

1. For the several types of medical examinations set forth on the preceding Exhibit "A," the physician shall be paid \$ 15.00 per examination.

2. For all other services provided by the physician, the Physician shall be compensated at the rate of \$180.00 per hour, with the Physician to submit invoices showing a short description of tasks and the time recorded to the nearest quarter hour.