

**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***

**WARREN GENERAL HOSPITAL**, a not-for-profit Pennsylvania corporation with offices located at 2 Crescent Park West, hereinafter referred to as **“HOSPITAL”**.

**WITNESSETH THAT:**

**RECITAL**

- A. School, in the conduct of its normal affairs, requires the services of a duly licensed healthcare practitioner for the provision of examination, treatment and other medical services.
- B. Hospital employs a duly licensed physician, nurse practitioners, and physician assistants (collectively termed “Practitioners”) and is willing to lease the Practitioners’ services to School.
- C. Hospital and Practitioners possess the equipment, training and experience necessary to provide the services required by School and is employed by Hospital.

**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 Hospital to provide the types of Practitioners services as set forth on the attached Exhibit "A," with the exact services to be selected at the sole discretion of the School.
2. For the services performed by the Practitioners, the Hospital shall be paid 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 Hospital 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 Practitioners 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 Practitioners or by giving written notice to the Hospital of termination. This contract may be terminated by Hospital by the Hospital's refusal to perform all requests for services made by School or by the Hospital's giving of written notice of termination to School.
5. Hospital represents and acknowledges that Hospital and Hospital's Practitioners are independent contractors and are not agents, servants, or employees of the School. The Parties understand that Hospital and Practitioners, acting under the scope of this contract, have 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 Hospital and Practitioners 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 Hospital at the sole expense of Hospital. As an independent contractor, Hospital understands that School

will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes of FICA payments.

6. Although School shall determine the date and location upon and at which Practitioners' services shall be provided, the Hospital and Practitioners shall be solely responsible for determining the specific manner in which said services are provided. Hospital specifically represents that Practitioners physician possess the training and experience necessary to the services which the Hospital has agreed to perform, and further Hospital's Practitioners agree 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 Hospital or physician or the manner or fashion in which Practitioners provide and deliver services to School.
7. Hospital 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. Hospital agrees to carry and maintain at Hospital'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, Hospital 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 Hospital and Practitioners 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 Hospital and Practitioners from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the Practitioners 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	\$500,000 Per Person \$1,500,000 Per Incident

9. Hospital shall indemnify and hold harmless the School District and its agents, directors, officers, and employees from any liability (including reasonable attorney's fees and costs) imposed against the School District for bodily injury or property damage arising out of the performance of this Agreement, provided such liability is the result of the Hospital's or Practitioner's professional negligence or negligent, reckless or willful acts or omissions.
10. For each service performed by the Hospital and Practitioner, they agree 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 Hospital and Practitioner agree 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 Hospital 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

\_\_\_\_\_(SEAL)  
BY:

WITNESS:

WARREN GENERAL HOSPITAL

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
BY:

**EXHIBIT “A”**

<b>Service</b>	<b>Cost</b>
1. Medical examination of employees	\$75
2. Medical examination of students (for any reason, including pre-athletics exams and student employment exams)	\$45
3. Administer vaccinations, flu shots, and other similar treatments	\$10 each
4. Physician participation and review of worker's compensation claims submitted by School District employees	\$180 per hour
5. Physician review of requests for medical leave, medical excuses, and similar medical items submitted by School District employees	\$180 per hour
6. In-service training for School staff by Physician	\$180 per hour
7. In-service training for School staff by Registered Nurse	\$35 per hour
8. Physician provided Medical Information	\$180 per hour
9. Physician advice regarding emergency procedures	\$180 per hour
10. Physician assistance in emergency situations	\$180 per hour
11. All other services	\$180 per hour

**EXHIBIT “B”**

For the several types of medical examinations set forth on the preceding Exhibit “A”, the Practitioner shall be paid in accordance with the fee established for the service.

For all other services provided by the physician, the Hospital shall be compensated at the rate of \$180 per hour.