

CONSULTING AGREEMENT

This Agreement is made effective as of August 1, 2015 by and between Warren County School District and Dr. Gertrude A. Barber Center, Inc. 100 Barber Place, Erie, PA 16507.

In this Agreement, the party who is contracting to receive services shall be referred to as the "School District" and the party who will be providing the services shall be referred to as "CENTER" OR "GABC."

Therefore, the parties agree as follows:

1. DESCRIPTION OF INSTITUTE SERVICES. The CENTER will provide the following services:

- Two 6 hour training day for School District Autistic Support Staff and Emotional Support Staff
- Behavior Specialist Consultation services:
 - 130 Hours in Total for August – November
 - 100 Hours in Total for December – February
 - 130 Hours in Total for March – June
- Upon the conclusion of the three Behavior Specialist Consultation periods data will be forwarded to the School District including any Functional Behavioral Assessments, summaries as requested for individual children, and any other collected behavioral data.
- Mobile Therapy services:
 - 130 Hours in Total for August – November
 - 100 Hours in Total for December – February
 - 130 Hours in Total for March – June
- Upon the conclusion of the three periods data will be provided including social skills rating systems data, when applicable pre and post testing of trauma and/or PTSD symptoms, and summaries as requested for individual children. The CENTER will also conduct pre and post testing utilizing the Social Responsiveness Scale to monitor growth within the domain of social skills throughout the school year.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the CENTER shall be jointly determined by CENTER and the School District.

3, PAYMENT OF SERVICES. The School District will pay a fee to the CENTER in the amount of \$384 for each of the two training days for the School District's Autism Support and Emotional Support staff for a total of \$768.

3a. PAYMENT OF SERVICES. The School District will pay a charge of \$64 per hour of service rendered for professional Behavioral Specialist Consultation and/or Mobile Therapy time provided by the CENTER under the terms of this contract.

The School District will remit payment within 30 days of receipt of the CENTER's quarterly invoice for services.

4. SUPPORT SERVICES. CENTER will provide all necessary support services.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that CENTER and its employees are independent contractors with respect to the School District, and not employees of School District. The School District will not provide fringe benefits, including health Insurance benefits, paid vacation, or any other employee benefit, for the benefit of CENTER employees.

6. OBLIGATIONS.

To the fullest extent permitted by law, CENTER shall defend, indemnify, hold free and save harmless the School District, its agents, employees, officers, School Board Members, and representatives from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident hereto, filed or presented by any person or entity in connection with, arising from or in relation to (i) the acts or omissions of the CENTER, its officers, employees, or agents during the performance of this Agreement; (ii) the violation of any local, state, or federal law, regulation, or ordinance by the CENTER or one of its officers, employees or agents; or (iii) the violation of any term of this Agreement by the CENTER or one of its officers, employees or agents. The CENTER's obligations in accordance with this provision shall survive the termination of this agreement.

7. INJURIES/INSURANCE. CENTER acknowledges CENTER's obligation to obtain appropriate insurance coverage for the benefit of CENTER (and CENTER employees, if any). CENTER waives any rights to recovery from the School District for any injuries that CENTER (and for CENTER's employees) may sustain while performing services under this agreement and that are a result of the negligence of CENTER or CENTER's employees.

8. CONFIDENTIALITY. Both parties (Center and School District) recognize that they may have proprietary information (collectively, "Information") which are valuable, special and unique assets of each other and need to be protected from improper disclosure. In consideration for this disclosure of the Information, both parties agree that they will not at any time or in any manner, either directly or indirectly, use any Information or provide to any third party without the prior written consent of the other. Both parties will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement.

Both parties shall execute a separate Confidentiality Agreement and shall cooperate fully to protect the confidentiality of educational records, personally identifiable information, and other information as

dictated by the Family Educational Rights and Privacy Act (FERPA). A violation of this paragraph or the Confidentiality Agreement shall be a material violation of this agreement.

9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality-provisions of this agreement shall remain in full force and effect for one year after the termination of this agreement.

10. RETURN OF RECORDS. Upon termination of this Agreement, CENTER shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CENTER's possession or under CENTER's control and that are the School District's property or relate to the School District's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF FOR THE SCHOOL DISTRICT:

*WARREN COUNTY SCHOOL DISTRICT
Amy Stewart
Executive Director
6820 Market Street
Russell, PA 16345-3406*

IF for CENTER:

*DR. GERTRUDE A. BARBER CENTER
John J. Barber
President/Chief Executive Officer
100 Barber Place
Erie, PA 16507*

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. DIRECT CONTACT WITH CHILDREN. For any employee that will have direct contact with children, Dr. Gertrude A. Barber Center, Inc. (GABC) agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 3 year as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 3 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. GABC acknowledges and agrees that any employee of GABC that will have direct contact with children is a mandated reported of child abuse pursuant to 23 Pa.C.S.A. 6301, *et seq.* GABC shall be responsible for complying with School District Policies 7020 and 5002, which can be accessed on the School District's website (<http://www.wcsdpa.org>) or provided to GABC upon request.

GABC shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all employees that have direct contact with children and shall provide the School District with proof of compliance before any individual is permitted to have

contact with students of the School District. GABC shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, GABC shall immediately notify the School District's Superintendent in writing. The School District may at any time request access to any or all of the records identified in this paragraph and , upon receipt of such request, GABC shall provide the School District with access within 24 hours.

For purposes these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children."

GABC agrees that any violation of this provision by the GABC shall constitute a material breach of this Agreement and shall be grounds for the School District's termination of this Agreement. Additionally, GABC understands that a violation of this provision may legally bar the School District from being able to contract with GABC in the future.

To the fullest extent permitted by law, GABC agrees to indemnify, defend, and hold harmless the School District and the School District's officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with GABC's or GABC's employee's failure to adhere to any of the requirements of this provision. GABC's obligations to the School District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

13. ASSIGNMENT. Neither this Agreement nor any of CENTER's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the School District's Board of School Directors.

14. WAIVER. The failure of either party to exercise any right or remedy provided for herein or to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any right, remedy, or entitlement to strict performance provided for herein and shall in no way effect the right of such party enforce such right, remedy, or entitlement to strict performance at a later time. Additionally, the waiver of the breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

15. DRAFTSMANSHIP. The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of any ambiguity in this Agreement, the parties mutually desire that no inferences be drawn against either party and that the ambiguity not be interpreted against either party on the basis of authorship of this Agreement.

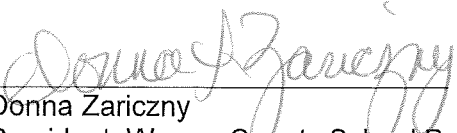
16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing, signed by both parties, and approved by the School District's Board of School Directors at a public meeting held in in compliance with the Sunshine Law.

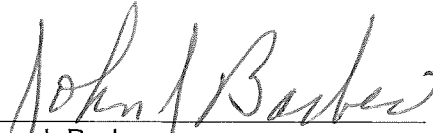
18. TERM & TERMINATION. This Agreement shall commence on August 1, 2015 and shall

terminate on July 30, 2016. This Agreement may be terminated for convenience by either party prior to the preceding termination date upon thirty (30) days written notice to the other party.

19. SEVERABILITY. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.



Donna Zariczny
President, Warren County School Board
Warren County School District

6/29/15
Date


John J. Barber
President & CEO
Dr. Gertrude A. Barber Center, Inc.

7-7-15
Date

ATTEST:


Ruth Huck
Secretary, Warren County School Board
Warren County School District

FERPA Confidentiality Agreement

This confidentiality agreement ("Agreement") is made and entered into this ____ day of _____ 2015, by and between the Warren County School District ("First Party") and Dr. Gertrude A. Barber Center, Inc ("Second Party").

WHEREAS, Second Party, through its contractual relationships with First Party, may receive information from First Party (e.g. educational records, personally identifiable student information, etc.) that is confidential information that is protected by law, including but not limited to The Family Educational Rights and Privacy Act (FERPA); and

WHEREAS, Second Party agrees that it shall at all times abide by all federal, state, and local laws, rules, or regulations regarding the handling, safekeeping, destruction, and further disclosure of said confidential information and that said information is being provided to Second Party on the strict condition that, unless permitted by law, it shall not be disclosed by Second Party without the prior consent of the parent or eligible student.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Second Party shall use the confidential information for the sole purpose of fulfilling its contractual obligations to First Party.
2. The Parties agree that any confidential information provided from First Party to Second Party in order for Second Party to fulfill its contractual obligations to First Party, and in which the First Party deems the Second Party to have a legitimate educational interest, is being provided under the strict condition that, unless permitted by law, Second Party shall not further disclose the information without the prior consent of the parent or eligible student, as these terms are defined under FERPA.

3. Second Party shall (i) maintain strict security measures which will prevent disclosure of the confidential information to any third party, (ii) limit the number of its employees who have access to such information and (iii) inform its employees of their obligation to maintain strict confidentiality of the information.

4. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the confidential information, Second Party shall have in place security procedures for its physical, electronic, and managerial operations to include, but not limited to, strong authentication, fire walls, VPNs, industrial strength encryption, and secure servers.

5. Second Party, its agents and employees agree at all times to abide by all federal, state, and local laws, regulations, and ordinances (including, but not limited to FERPA) with regard to the handling, safekeeping, destruction, and disclosure of the confidential information and, unless permitted by law, to not disclose the information without the prior consent of the parent or eligible student. Second Party shall be solely responsible for and hold harmless, indemnify and release the First Party, its employees and agents, from any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, arising as a result of (i) Second Party's, or its agents or employees, failure to maintain the security of the confidential information; (ii) Second Party's, or its agents or employees, failure to abide by any federal, state, or local law, regulation, or ordinance with regard to the handling and/or disclosure of the confidential information; or (iii) Second Party's, or its agents or employees disclosure of the information without the prior consent of the parent or eligible student. Second Party's obligations in accordance with this provision shall survive the termination of this Agreement and shall apply regardless of when any such cause of action is pursued.


6. If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

7. There are no understandings between the Parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments

made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may only be modified by a writing signed by both Parties.

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

First Party: Warren County School District



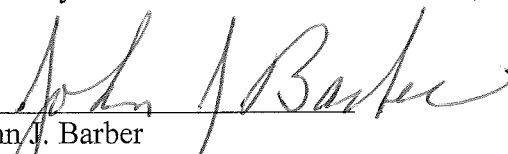
President, Board of School Directors

ATTEST:



Secretary, Board of School Directors

Second Party: Dr. Gertrude A. Barber Center, Inc

By: 

John J. Barber
President & CEO