**AGREEMENT**

This Agreement is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345 (hereinafter referred to as the “District”)

AND

**HORNER FAMILY PRACTICE** (hereinafter referred to as the “Contractor”).

**WHEREAS,** the District performs services for local school district which requires that it review medical and educational records of students for ACCESS billing reimbursement purposes; and

**WHEREAS,** the District desires to contract with Contractor, as either a Medical Doctor (MD), a Doctor of Osteopathic Medicine (DO), or a Certified Registered Nurse Practitioner (CRNP), to perform this record review as part of the Pennsylvania Department of Education’s School-Based ACCESS Program (SBAP); and

**WHEREAS,** the services which the District desires the Contractor to perform do not require the Contractor to make medical diagnosis for ACCESS billing purposes, and the Contractor will not be prescribing any medical services, will have no direct contact with student, and will only be required to review records and authorize medical services for ACCESS billing; and

**WHEREAS,** the Contractor requests that the District provide indemnification of the Contractor for services performed under this Agreement and the District agrees to provide indemnification as provided hereinafter;

**NOW, THEREFORE,** the parties hereby agree as follows:

1. The District hereby contracts with the Contractor to provide services including the review of student Individual Education Program (“IEP”) Plans to determine the medical necessity for the IEP’s medical/mental health-related services designated by the IEP team. This Agreement shall take effect on the date and year first above written and shall remain in effect until it is terminated for convenience by either party hereto upon 60 days’ written notice of termination to the other party. Any termination notice provided to the District shall be provided to the attention of the District’s Superintendent.

2. In order to complete a review for medical necessity, the District agrees to provide the Contractor with a student’s IEP, additional supporting documents, if applicable, and a Medical Practitioner Authorization for SBAP-Related Services form. To protect the confidentiality of education records, Contractor agrees to execute a separate FERPA Confidentiality Agreement in the form prepared by the District.

3. Contractor will perform services necessary to review the student’s IEP and supporting documentation, as applicable, and to complete the Medical Practitioner Authorization for SBAP-Related Services form as the Contractor deems appropriate. Contract will perform services on an as-needed basis, as requested by the District. No specific amount of work is guaranteed or promised for Contractor.

4. Contractor, and any Contractor employee, while engaging in and carrying out and complying with any of the terms and conditions of this Agreement is an independent contractor consistent with any state and federal laws to include any implementing regulations and all applicable policies regarding same. The Contractor acknowledges and agrees that Contractor, and any employee of Contractor, is not an employee, officer or agent of the District.

5. Contractor shall determine all of the means and methods used to complete the services and warrants that Contractor has in place appropriate liability insurance.

6. The District agrees to compensate the Contractor on a fee-basis for each student IEP (and supporting documentation, as applicable) that the Contract reviews at the rate of $5.00 per IEP (and supporting documentation, as applicable). No other compensation, payments, or reimbursements of any kind shall be owed to Contractor. Contractor may invoice the District at whatever frequency and on whatever terms Contractor normally may use, but any invoice shall provide District with sufficient detail to substantiate the work performed and the date(s) on which it was performed.

7. Contractor acknowledges and agrees that Contractor shall be responsible for the payment of all Federal, State and Local taxes; Social Security and FICA withholding; and all other deductions required by local, state or federal law, from any compensation paid for the services rendered. Contractor acknowledges and understands that the District will not withhold any such taxes on Contractor’s behalf and agrees to hold the District harmless for any failure on the Contractor’s part to pay such taxes and withholdings. At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Contractor, reflecting the compensation paid for the preceding fiscal year. So that this may occur, Contractor agrees to provide the District with Contractor’s EIN or social security number, as requested by the District.

Nothing in this Agreement shall be construed as an Employment Agreement.

8. It is expected that Contractor will have no direct contact with students. In the event that Contractor is later determined to need, desire or require such direct contact with students, then Contractor shall be required to provide the District with proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq*. and 23 Pa.C.S.A. §6301, *et. seq*., prior to having any such direct contact with students.

9. To the fullest extent permitted by law, Contractor shall defend, release, indemnify and hold harmless the District and the District’s officers, directors, board members, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, or suits resulting from or in relation to (i) the performance of the contracted services addressed by this Agreement; (ii) the violation of any local, state, or federal law, regulation, or ordinance by Contractor or any Contractor employee; (iii) any negligent, reckless, or willful act or omission by Contractor or any Contractor employee; or (iv) the violation of any provision of this Agreement by Contractor or any Contractor employee; or (v) the violation of the separately executed FERPA Confidentiality Agreement (referenced in Section 2 of this Agreement) by Contractor or any Contractor employee. This provision shall include Contractor’s payment of any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the enforcement of this provision. This provision, and the obligations that it imposes on Contractor shall survive the termination of this Agreement.

10. This Agreement supersedes any and all other Agreements, either oral or written, between the parties and with respect to the services provided by the Contractor to the District.

11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

13. This Agreement and the provisions contained therein should not be construed or interpreted for or against any party to this Agreement because that party drafted any part of its provisions.

14. There are no understandings between the parties regarding this Agreement other than those set forth in this 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 be amended, modified, or waived only by a written addendum signed by the parties hereto and approved by the District’s Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

15. 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.

16. The parties hereto each represent and certify that the individuals identified below who sign this Agreement are authorized agents of each party and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties hereto.

Made and executed the day and year first above written by the undersigned parties, intending to be legally bound thereby.

CONTRACTOR

\_\_\_\_\_\_

Name of Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor or Contractor’s Authorized Agent

ATTEST: WARREN COUNTY SCHOOL DISTRICT

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