

ATTACHMENT #5 - April 16, 2024

CONTRACT FOR PROFESSIONAL SERVICES

WARWICK SCHOOL DISTRICT

301 West Orange Street
Lititz, PA 17543
717-626-3700

Contractor: Penn State Health Community Medical Group, LLC
100 Crystal A Drive
Hershey, PA 17033
Cornerstone Family Health 6 W. Newport Rd.
Lititz, PA 17543

E.I.N. _____

The Warwick School District ("WSD") and the Contractor named above ("Contractor") agree as follows:

1. The services ("Services") to be provided by the Contractor are described hereafter.

Licensed Physician for the School-Based Access Program.
2. Contractor agrees to provide the WSD with the services of Dr. Kim Slusser ("Dr. Slusser") to perform the Services under this Contract. In the event that Dr. Slusser is unavailable to perform the Services under this contract, Contractor may provide another physician, with the written approval of WSD.
3. The amount to be paid by the WSD to the Contractor for the Services provided by the Contractor is as follows:

\$30 per hour (not to exceed 20 hours per month).
4. This Agreement is for the 2023/2024 school year.
5. Contractor will furnish the WSD with such reasonable information as the WSD may request in connection with the Services and amounts to be paid to Contractor. Payment for the Services rendered shall be made in a timely manner within thirty (30) days of receipt of an invoice or per agreed upon schedule as attached.
6. This Agreement is subject to the General Terms and Conditions for Service Contracts set forth on the attached Exhibit B.

CONTRACTOR: Penn State Health Community Medical Group, LLC

By: _____
Vice President & Chief Financial Officer

Date: _____
Phone: 717-531-1355

WARWICK SCHOOL DISTRICT

By: _____
Date: _____

BUSINESS OFFICE:

ACCOUNT CODE:

WARWICK SCHOOL DISTRICT - CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT B

GENERAL TERMS & CONDITIONS FOR PROFESSIONAL SERVICE CONTRACT

1. **Performance**

Contractor shall furnish all labor, supervision, materials, supplies and equipment for the Services.

2. **Taxes**

Contractor shall pay all federal, state and local taxes pertaining to the Services or Contractor's performance of the Services.

3. **Insurances**

Contractor shall maintain appropriate insurance coverage including, but not limited to, automobile insurance, general liability insurance, workers' compensation coverage, medical & professional liability insurance for individuals.

Limits - Professional Liability - \$1,000,000 per claim/loss; \$2,000,000 general aggregate.

(required, if service provider must be licensed by the Commonwealth, and/or where errors or allegations of errors in judgment or professional misconduct could result in economic loss to Warwick School District)

Limits - Workers' Compensation - \$500,000 each accident/each disease

Limits -Automobile Liability Insurance - Combined Single Limit of \$1,000,000 for both bodily injury and property damage.

Limits - General Liability Insurance - \$1,000,000 per occurrence; \$2,000,000 general aggregate

4. **Time for Completion**

Contractor shall perform and furnish the Services in a timely manner. Any time specified for performance or completion of the Services is of the essence.

5. **Termination**

Either party may at any time terminate the Contract with thirty (30) days advanced written notice. Upon such termination, Contractor shall be paid for Services rendered to the date of termination and shall be entitled to no other or additional amounts.

6. **Legal Compliance**

Contractor shall comply with all governmental requirements applicable to the Services and Contractor's performance of the Services.

7. **Records**

Any records created or maintained by the Contractor or his/her designee with respect to the services provided under this Contract shall be deemed records of the WSD. Contractor shall be entitled to retain a copy of such records, to be treated as confidential and subject to Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA), and not disclosed without consent of the district student, or his or her parent or guardian, or as may be required by law.

8. **Contractor**

The parties are independent contractors to each other. Each party is not an agent or employee of the other, and are not authorized to make any representations or incur any liabilities on behalf of the other.

9. **Indemnification**

Each party shall indemnify and hold harmless the other and each of its directors, officers, employees and agents from and of all costs (including reasonable counsel fees), claims, demands, actions and causes of action asserted by a third-party which relate to, arise from or in connection to this Contract by reason of any act or omission of such party (or any of the party's directors, officers, employees, agents, or business invitees), whether such act or omission is intentional, reckless, willful, or negligent

10. **Assignment**

Neither party shall assign or subcontract this Contract or any obligations herein without the prior written consent of the other party, and any assignment or subcontract not consented to shall be void. Except as provided above, the Contract shall bind and benefit Contractor and WSD and their respective successors and assigns.

11. **Governing Law: Dispute Resolution**

The Contract and any issues as to validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania. Contractor and WSD each agree that exclusive jurisdiction and venue for resolution of any disputes relating to the Services or the Contract shall be in the Lancaster County, Pennsylvania Court of Common Pleas. WSD and Contractor consent to such exclusive jurisdiction and venue.

12. **Marketing Materials**

Except as otherwise provided herein, neither party shall use the other party's name, trademarks, trade names, or logos of the other party, without that party's prior written consent.

13. **Public Announcements**

Except as otherwise provided herein, neither party shall issue any press release or make any public announcement or advertisement relating to this Contract, or to the services provided hereunder, without the prior written consent of the other party.

14. **Counterparts**

This Contract may be electronically executed in any number of counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same instrument. Signature pages delivered by facsimile or PDF attached to email shall be deemed original counterparts for all purposes.

15. **Force Majeure**

A party's obligations under this Contract will be suspended for the duration of any force majeure applicable to such party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, war, riot, terrorist action, power outage, weather-related disaster, earthquake, pandemic, epidemic, or governmental action. A party claiming suspension under this section shall take reasonable steps to resume performance as soon as reasonably possible.

16. **Notices**

Any legal notice, demand, or communication required under this Contract shall be hand delivered or sent by commercial overnight delivery service, signature required, or if mailed, by pre-paid, first class mail, return receipt requested, to the addresses listed below. The addresses to which notices are sent may be changed by proper notice.

If to WSD:

Warwick School District
301 West Orange Street
Lititz, PA 17543
Attn:

If to Contractor:

Penn State Health Medical Group
Cornerstone Family Health
6 W. Newport Rd.
Lititz, PA 17543
Attn: Dr. Kim Slusser

With a Copy to:

Penn State Health
100 Crystal A Drive
Hershey, PA 17033
Attn: Legal Department

17. **Nonexclusive**

Nothing in this Agreement shall be construed as limiting or restricting in any manner Contractor's right to render the same or similar services to other entities, including but not limited to, other school districts during or subsequent to the term of this Agreement.

18. **No Referrals**

No amount paid or to be paid hereunder is intended to be, nor will it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of patients, or for the recommending or arranging of any other business relationship.

19. **Severability**

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered

invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

20. **Amendments**

The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of any applicable federal and state privacy and consumer rights laws and regulations. The Parties may not amend this Agreement except by a written instrument signed by both Parties.

21. **Headings**

Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

22. **Non-waiver**

No waiver of any provision of this Agreement or consent to any departure therefrom shall be effective unless the same shall be in writing and signed by both parties and then shall be effective only in the specific instance and for the purpose for which it was given.

23. **Entire Agreement**

This Contract, including the exhibits hereto, as may be amended from time to time in writing by the parties, sets forth the entire understanding between the parties relating to the matters described herein, there being no terms or conditions other than those contained herein, and all prior and contemporaneous agreements or understandings, whether written or unwritten, are superseded by this Contract.