

**PENN-DELCO SCHOOL DISTRICT
MEDICAL AGREEMENT**

THIS AGREEMENT (“Agreement”) made this ____ day of ____, 2020, between the **BOARD OF SCHOOL DIRECTORS OF THE PENN-DELCO SCHOOL DISTRICT**, Aston, Delaware County Commonwealth of Pennsylvania, 19014 (“District”) and Lou Giangliulo, MD, d/b/a Sugartown Pediatrics , LLC (“Physician”). Both District and Physician may hereinafter be referred to collectively as the “Parties” or individually as a “Party”.

WITNESSETH

WHEREAS, District desires to have certain employee, student and team physician services and athletic screening performed for Schools of the Penn-Delco School District and certain non-public schools, as assigned by District; and

WHEREAS, “Physician” has agreed to perform such employee, student and team physician services and athletic screenings on a part-time basis for District under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound herby, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Duties of School District

- 1.1 District agrees to provide Physician an adequate area to furnish services as set forth in this Agreement.
- 1.2 District agrees to reimburse Physician for all pre-approved costs and expenses Physician may be required to expend to carry out his duties under this Agreement. District agrees to provide all supplies and equipment agreed on as necessary by District and Physician for the proper performance of Physician’s duties pursuant to this Agreement.
- 1.3 District shall be responsible for informing Physician of any security or usage requirements governing District’s buildings as established by District from time to time. Physician shall comply with such restrictions as set forth by District and communicated by District to Physician.

2. Duties of Physician

- 2.1 Physician shall provide following services (hereinafter referred to as “Services”) for District:
 - 2.1.1 Perform physical examinations, including full examinations and recertification examinations for all District students participating in sporting activities, the approximate number of which is expected to be approximately two hundred (200) examinations. All examinations must be scheduled at least **four (4) weeks** in advance.
 - 2.1.2 In accordance with Section 2.4 hereof, report to the District’s Assistant Superintendent or designee the number of physical examinations performed.
 - 2.1.3 Perform examinations as may be required pursuant to the Child Labor Act, specifically dealing with employment of minors.
 - 2.1.4 Perform approximately thirty (30) mandated physical examinations, including those for School’s students in kindergarten and grades six (6) and eleven (11), as is required by the School Health Act.
 - 2.1.5 Be available for consultative phone calls from the District Administration and District Nursing Staff for District related health care questions.

- 2.1.6 Perform physicals for school bus drivers, approximately forty (40) physicals, once per year. All examinations must be scheduled at least **four (4) weeks** in advance.
- 2.1.7 Physician agrees to provide the Services in accordance with all applicable professional standards and in conformity with the standards prescribed by the Secretary of Health of the Commonwealth of Pennsylvania and the requirements set forth in the Commonwealth of Pennsylvania School Code of 1949, as amended, Act 14, Article XIV, Section 1421.
- 2.2 Physician agrees to comply with all applicable rules and regulations of the local Board of Health and the Commonwealth of Pennsylvania Department of Health relating to the control of communicable and/or contagious diseases, and all special requirements of School.
- 2.3 In the event Physician is unable to perform the specific services under this Agreement the District and Physician **agree** on a physician to perform the specific services under this agreement.
- 2.4 “Physician” shall issue to the Assistant Superintendent of the District or designee, prior to July 31 of each school year, a complete list of all physicals examinations performed, separating sports examinations, covering the most recent fiscal year of the contract beginning July 1 and ending June 30.
- 2.5 Physician shall obtain Act 34, Act 151 and FBI Clearances as mandated by the Pennsylvania Department of Education (PDE). Physician will also provide to the district original copies of required clearances for any of his agents and employees performing any services for the District pursuant to this Agreement.

3. Compensation

- 3.1 In consideration for the Services provided by Physician pursuant to this Agreement, District agrees to compensate Physician as follows:
 - 3.1.1 For the period July 1, 2020 through June 30, 2021, the sum of four thousand seven hundred and fifty dollars (\$4,750), payable in two (2) equal biannual installments of two thousand three hundred and seventy five dollars (\$2,375) due on September 1, 2020 and March 30, 2021.
 - 3.1.2 District also agrees to compensate Physician thirteen dollars (\$13.00) per student physical examination performed and fifteen dollars and fifty cents (\$15.50) per school bus driver physical examination performed (“Additional Charges”).
- 3.2 Physician shall provide District with invoices itemizing all Additional Charges and pre-approved costs and expenses incurred in performing Services hereunder. All invoices shall be paid within thirty (30) days of receipt.
- 3.3 District will also compensate Physician for costs incurred to obtain any and all clearances required by PDE. District will also compensate Physician for clearance costs for any agents or employees of the Physician. Prior approval must be obtained for reimbursement of any clearance costs for agents or employees of the physician.

4. Term and Termination

- 4.1 This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021, unless earlier terminated by either Party as provided for herein. Renewal of this Agreement shall be upon the written consent of the Parties. Such renewal shall specify compensation to be paid and the dates during which services are to be provided by Physician to the District.
- 4.2 This Agreement may be terminated by either Party upon ninety (90) days prior written notice.

- 4.3 Termination of this Agreement shall not affect the rights and obligations of the Parties arising out of this Agreement prior to the effective date of such termination.

5. Independent Contractor Status of Parties

It is hereby understood and agreed that Physician, in providing services under this Agreement, is acting in the capacity of an independent contractor, and that Physician, is not an agent, servant, partner or employee of District. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, mater/servant, partnership or joint venture relationship between Physician and the District. Persons performing under this Agreement shall have no entitlement to any benefits provided by the District to its employees. Neither Physician nor the District shall have authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any way whatsoever.

6. Insurance

- 6.1 Physician agrees to maintain for himself and the District, as an additional named insured, for services provided hereunder, general liability insurance and professional liability insurance in the amount of \$500,000 per each occurrence and an aggregate amount of \$1,500,000 and all other insurances required by law to provide services under this Agreement. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be promptly furnished to District upon request. Physician shall furnish proof of insurances to the Assistant Superintendent of the District or its designee.
- 6.2 District shall maintain appropriate general liability and all other insurance required by law. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to Physician upon request.

7. Indemnification

- 7.1 Physician agrees to indemnify and hold harmless District, its, directors, administrators, agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Services provided for under this Agreement by Physician or its agents or employees, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent or willful act or omission of the Physician and/or those of its employees and agents. District agrees to indemnify and hold harmless Physician and his agents and employees, from and against any and all claims, suits, expenses or other actions, including reasonable attorney's fees, arising from or in connection with the gross negligence of District, its agents or employees.

8. Exclusivity of Agreement for District

While this Agreement remains in effect, it is hereby understood that District does hereby agree to utilize Physician on an exclusive basis for the Services provided hereunder.

9. Non-Exclusivity of Agreement for Physician

It is hereby understood that Physician is not hereby bound to provide services of the type described within this Agreement exclusively for District.

10. Non-Assignability

Non-assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both Parties

11. Integration/Amendment

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. This Agreement may be amended only in writing signed by the Parties.

12. Governing Law.

This Agreement and the Contract Documents are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. The Parties agree that any suit, action, claim or proceeding arising out of or relating to this Agreement or the Contract Documents shall be instituted exclusively in the Court of Common Pleas in and for the County of Delaware, Commonwealth of Pennsylvania, and each Party hereby waives any objection which it may have to the laying of venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding.

13. WAIVER OF JURY TRIAL.

The parties hereby wave any and all rights they have to request a jury trial and agree that any such suit, action or proceeding shall be before a judge, mandatory arbitration pursuant to the Pennsylvania rules of civil procedure and local rules of civil procedure, excepted.

14. Parties Bound

This Agreement shall be binding upon and ensure the benefit of the Parties hereto and their respective heirs, executors, administrators and legal representatives, successors and assigns, as permitted by this Agreement.

15. Non-Discrimination

The Parties to this Agreement certify that no person shall be excluded from participation in the services and total access to the services provided hereunder of the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

16. Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and unenforceable in accordance with its terms.

17. Waiver.

No term or provision of this Agreement shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default, by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

18. Notices

Any notice herein required or permitted to be given by either Party shall be deemed given, if and when mailed in sealed wrapper by United States certified or registered mail, postage prepaid, to the following addresses or any other address designed by either Party in writing:

If to School:
Penn Delco School District
Attn: Assistant Superintendent or designee
2821 Concord Road
Aston, PA 19014

If to School Physician:
Dr. Lou Giangiulio
1242 Highgate Road
West Chester, PA 19380

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

PENN-DELCO SCHOOL DISTRICT

LOU GIANGIULIO, MD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____