

## SERVICE AGREEMENT

This agreement is made effective this 25<sup>th</sup> day of February 2019 (the "Effective Date", by and between Indiana Area School District ("Company") and Audiological & Speech Associates ("Contractor").

### **ARTICLE 1 ENGAGEMENT AND DUTIES**

**1.1 Engagement:** Company hereby engages Contractor and Contractor hereby accepts such engagement by Company, to perform the duties, responsibilities, and obligations to provide speech therapy and speech pathology services to students within the Indiana Area School District (501 East Pike Indiana, PA 15701) to include Speech-Language Evaluation, Speech-Language Treatment, and documentation.

#### **1.2 Services:**

- a) Contractor shall perform the Services in a prompt, competent, and professional manner in accordance with generally accepted professional standards.
- b) Contractor shall provide and render such services to the best of Contractor's ability. In addition, Contractor shall perform such duties as mandated by applicable law, regulation, or accreditation standards.
- c) Company and Contractor agree that Contractor shall be responsible for the methods by which Contractor performs the services required and Company shall not have the right, and Company hereby agrees not to exercise the right, to any control or direction of the methods by which Contractor performs the Services. However, Contractor shall comply with all applicable laws and regulations in the performance of such services.
- d) Contractor hereby agrees that all records and other work products produced during the term of this Agreement shall be the property of Company. Contractor hereby agrees not to remove any of said documents or records from the Company without the prior written consent of Company.
- e) Contractor hereby agrees to provide all information requested by Company regarding the services provided.

**1.3 Qualifications:** Contractor represents and warrants that the Contractor is insured; is not subject to any restrictions in the provision of the Services; has not and is not currently under investigation or review by any governmental agency which would limit or terminate Contractor's license or ability to provide the Services. Contractor shall provide such evidence of Contractor's education and training as may be requested by Company. Contractor shall provide, upon request of Company, evidence of screenings as required for Company employees and consistent with healthcare industry standards. Contractor shall maintain on file with Company current copies of all documentation of credentials as defined and required by any applicable licensing or oversight agencies to which Company or Contractor are subject, or as may be requested by Company. Contractor shall notify the Company immediately if Contractor's license is suspended or limited in any manner or if Contractor is subject to any action or proceeding which could threaten Contractor's ability to provide the services.

**1.4 Policies:** Contractor agrees, in performing the Services, to abide by all memoranda and directives of Company. Said memoranda and directives shall be limited to administrative matters and Contractor shall remain completely independent in performance of clinical responsibilities and functions. Contractor agrees to submit documentation as required relating to such memoranda and/or directives.

## ARTICLE 2 COMPENSATION

**2.1 Service Fee:** Company hereby agrees to pay Contractor and Contractor agrees to perform said services for the amount of \$75.00 per hour for speech and speech pathology services. All extraordinary expenses will be reimbursed only to the extent that the Company has pre-approved in writing.

**2.2 Payment:** Contractor shall provide Company with an invoice submitted on a timely basis and in accordance with Company invoicing procedures. The Contractor will bill the Company on a monthly schedule. Contractor will provide any and all supporting documentation for pre-approved and reimbursable expenses with invoice. Company shall pay Contractor within two weeks of receipt of invoice.

## ARTICLE 3 TERM

**3.1 Term:** Contractor's engagement hereunder shall commence as of the Effective Date 2/25/19 and continue through 6/30/19. In the event that termination is for a material or repeated breach of this Agreement, no prior notification shall be required.

**3.2 Notices:** All notices to be given to one party by the other shall be mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

**To Company:** Indiana Area School District 501 East Pike Indiana, PA 15701

**To Contractor:** Audiological & Speech Associates 270 Philadelphia St. Indiana, PA 15701

## ARTICLE 4 INDEPENDENT CONTRACTOR STATUS

**4.1 Status:** The parties acknowledge and agree that Contractor is an independent Contractor and is not an employee of Company. Nothing in this Agreement shall be regarded as creating any relationship, whether as employer-employee, as a joint-venture, partner, or shareholder relationship between the parties, other than as set forth herein as an Independent Contractor performing certain services.

**4.2 No Grant of Authority:** Contractor, without the express written consent of Company, shall have no express, apparent, or implied authority to act on behalf of Company with respect to any third-party.

**4.3 Taxes; Withholding:** Company shall not withhold any taxes or other similar payroll withholding items from any payments to Contractor hereunder, nor shall Company pay for unemployment compensation, workers' compensation, or the like. Contractor shall be solely responsible for the payment of all income, social security taxes, and the like for such payments as may be made to Contractor by Company hereunder. Contractor agrees that it is and shall be responsible for the payment of federal, state, and local payroll taxes, income taxes, workers' compensation insurance, and any similar obligation arising from any payments made hereunder. Contractor shall indemnify and hold harmless Company, for any penalty, claim, liability, deficiency, or damages arising as a result of Contractor's failure to fulfill its duties under this Section.

**4.4 Compliance with Laws:** Contractor shall comply with all applicable Federal, state, and local statutes, regulations, ordinances, and applicable case law, with respect to the Services provided hereunder.

**4.5 Insurance:**

- a) Contractor shall secure and maintain throughout the term of this Agreement, at Contractor's own cost, insurance, including professional liability insurance, in the scope and amounts of \$1,000,000 each incident, \$3,000,000 aggregate.
- b) Company shall immediately provide Company with Certificates of Insurance showing that the insurance required by this Section are in effect. Upon the failure of Contractor to produce such certificates to Company in a timely manner or to maintain the required coverage, Company may elect to immediately terminate this Agreement upon written notice to Contractor. Upon such termination, Company shall be responsible only for fees accrued through the date of termination.

**ARTICLE 5 NON-DISCLOSURE OBLIGATIONS**

**5.1 Non-Disclosure and Non-Use of Confidential Information:**

- a) Contractor recognizes the interest of Company in maintaining the confidential nature of its proprietary matter and trade secrets. As such, Contractor agrees that it will not, directly or indirectly, during the term of this Agreement, nor at any time thereafter, directly or indirectly, disclose or use for its own purpose (or for any purpose other than those of Company) any confidential matter, proprietary matter or trade secret of Company. The parties recognize that it is not the intent of this paragraph to include herein information, data, and methods of operation which become part of the public domain without breach of such confidentiality obligation by Contractor.
- b) All customer and mailing lists, records, files, data, drawings, documents, equipment, and all other property of Company shall be and remain Company's sole property, shall not be removed by or for Contractor from Company's premises without prior

written consent and upon termination of its engagement, Contractor shall promptly return the same (including all compilations thereof) to Company.

- c) Nothing contained herein shall be construed as restricting or creating any liability for the disclosure, communication, or use of proprietary information that: (i) is or becomes publicly known other than as a result of disclosure by Contractor in violation of this Agreement or through any wrongful act by Contractor (ii) is received by Contractor from a party who is under no confidential obligation to the Company with respect thereto, unless such person received the proprietary information as a result of a breach of any obligation to Company known to Contractor; or (iii) is disclosed as required by law or legal process.
- d) In the event that Contractor is requested or required by law or legal process to disclose any proprietary or confidential information or trade secret of Company, Contractor shall provide Company with prompt oral and confirming written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such request or requirement so the Company may seek a protective order or other appropriate remedy. Contractor agrees to cooperate with Company, at the Company's expense, in any efforts to obtain such remedies, but this provision shall not be construed to require Contractor to undertake litigation or other legal proceedings on Contractor's own behalf.

#### **ARTICLE 6 MISCELLANEOUS PROVISIONS**

**6.1 Entire Agreement:** This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein. All prior negotiations, discussions, and agreements by and between the parties hereto with respect of such matters agreed to herein which are not reflected or set forth in this Agreement, shall have no further force or effect.

**6.2 Amendment and Waiver:** Neither this Agreement nor any term, covenant, condition, or other provision hereof may be amended, modified, supplemented, or waived except by an instrument in writing signed by the parties hereto.

**6.3 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.

**6.4 Successors and Assigns:** This Agreement may not be assigned without the prior written approval of either party.

**6.5 Headings, Etc.:** Where appropriate herein, the references to the masculine gender shall include the feminine and neuter, the singular shall include the plural and the plural the singular, in each case as the context may require. Any headings preceding the text of the Sections herein are inserted solely for the convenience of reference and shall not affect its meaning, construction or effect. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provision hereof, no provision of this Agreement

shall be construed against any of the parties solely on the ground that such party was the drafter thereof.

**6.6 Severability:** In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practicable, implements the purposes and intents of this Agreement. Should the Company terminate this agreement prior to 6/30/19, all service days from service start date 2/26/19 to 6/30/19 will be paid to Contractor in full immediately.

**6.7 Counterparts:** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

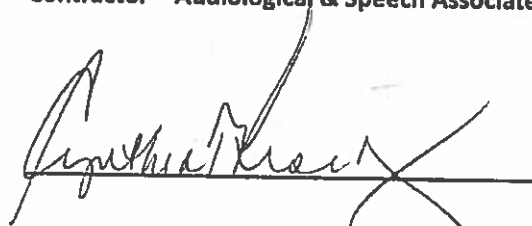
**6.8 Non-Solicitation:** Indiana Area School District agrees for the term of this agreement and for a period of one year thereafter, not to directly employ any Speech Pathologist who has provided services to Indiana Area School District on behalf of Audiological & Speech Associates without the express written consent of Audiological & Speech Associates.

**IN WITNESS WHEREOF,** in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed, as of the date set forth above.

**Company – Indiana Area School District**

**Contractor – Audiological & Speech Associates**

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**Name: Mr. Michael Vuckovich**

**Name: Cynthia T. Kisiday, M.S., CCCSPA**

**Title: Superintendent**

**Title: President**

