

# CONSULTANT AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Wellsboro Area School District having places of business in Tioga County (hereinafter referred to as “School”), and UPMC Susquehanna | Soldiers + Sailors Memorial Hospital, having its principal place of business in Wellsboro, Pennsylvania, (hereinafter referred to as “Consultant”).

**WHEREAS**, the Consultant desires to provide the school with a Physical and Occupational therapist, duly licensed, certified, or otherwise credentialed as required to practice in the school setting according to applicable laws, regulations, and policies.

**WHEREAS**, the School desires to retain and utilize the professional services that will be provided by the Consultant for the “extended” school year.

## **THE CONSULTANT WILL:**

1. Provide consultation through a Physical and Occupational therapist with respect to planning, policy development and priority-setting, for treatment of children enrolled in the School.
2. Consultant will provide such services to said children for a period determined by the educational team in consultation with the Physical and Occupational Therapist, who will attempt to meet the educational needs of children. Services will be provided while school is in session, during school hours.
3. Record pertinent information and data in such records as may be required by the School or other controlling authorities.
4. Provide the school with written reports, dated and signed, of the Consultant’s findings and recommendations, at such intervals as the School and related law and regulation may require.
5. Provide workers’ compensation insurance covering the Consultant’s employee. At no time shall the employee be considered an employee of the school.
6. Provide the school with written documentation, on a monthly basis, of the names of students served, number of sessions, and total amount of time for each child.

**THE SCHOOL WILL:**

1. Provide the Consultant with suitable space and such other equipment and materials as may be required in order to properly perform the services under this Agreement.
2. Make available to the Consultant such records and reports as may be required by the Consultant in order to properly meet the needs of students and the School.
3. Pay to Consultant the sum of \$65.91 per hour for Physical and Occupational Therapy Services as professional fee for direct service performed for the School, which fee shall include travel time from the Consultant’s place of business to the appropriate school building at which such professional services will be rendered. Also pay to Consultant mileage at the IRS rate per mile beginning from UPMC Susquehanna | Soldiers + Sailors Memorial Hospital, Wellsboro, to service site, and terminating at UPMC Susquehanna | Soldiers + Sailors Memorial Hospital.

**THIS AGREEMENT** shall remain in full force and effect through the end of the 2017-2018 “extended” school year, with the provision that either party may terminate this agreement with 30 days written notice.

**IN WITNESS WHEREOF**, these duly authorized representatives of the parties, with their signatures *below*, hereby execute this agreement.

**WELLSBORO AREA SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**UPMC SUSQUEHANNA | SOLDIERS + SAILORS MEMORIAL HOSPITAL**

By: James M. DeFegor

Date: 5/2/18