

Department of Labor and Industry
Office of Vocational Rehabilitation

PROVIDER AGREEMENT

This provider agreement is entered into this 28 day of June, 2021, by and between the Commonwealth of Pennsylvania, Office of Vocational Rehabilitation (hereinafter "OVR"), 1521 N. 6th Street, Harrisburg, PA 17102 and Spring Grove Area S.D.

(hereinafter "PROVIDER"), whose principal business address is 100 East College Avenue, Spring Grove, PA 17362,
and sets forth the agreement between the parties with respect to the provision of professional services to OVR customers:

WITNESSETH:

WHEREAS, the OVR is the agency within the Commonwealth responsible for assisting individuals with disabilities gain the skills necessary to live and work independently through the provision and procurement of vocational rehabilitation, job training, placement and other specialized services pursuant to the federal Rehabilitation Act of 1973, *as amended, 29 U.S.C. § 701 et. seq., the State Vocational Rehabilitation Act of 1988, 43 P.S. § 682.1 et. seq. and the Administrative Code of 1929, 71 P.S. § 580.1 71 P.S. § 580.1 et. seq.; and*

WHEREAS, at times a professional consultant is required to provide services of a specialized nature to OVR customers;

WHEREAS, PROVIDER is in compliance with all State, Federal and local statutes, ordinances and/or regulation governing the operation of business entities; and

WHEREAS, PROVIDER is a professional consultant engaged in an independently established business with expertise in the field of services required by an OVR customer.

NOW THEREFORE, the following shall set forth the mutual obligations and understandings of the parties to this agreement:

A. Consideration – In consideration of the services to be performed by PROVIDER under this agreement, OVR will pay in accordance with its established fee schedule for services to OVR customers. PROVIDER shall submit written, signed reports of time, itemized in reasonable detail listing date, hours and description of services.

B. Relationship – This agreement does not create any actual or apparent agency, partnership or employer/employee relationship between OVR and PROVIDER. PROVIDER works independently, has discretion to determine where services are performed and will provide its own tools or equipment owned by PROVIDER for performance of the work required by the agreement. PROVIDER's services are available to the general public and the PROVIDER may provide services to other individuals or entities.

C. Insurance and Taxes – PROVIDER is responsible for obtaining and maintaining professional liability, automobile, workers compensation and employer liability insurances. PROVIDER is responsible for the payment of all taxes. Neither the Commonwealth nor OVR is responsible for taxes, workers compensation, unemployment compensation insurance, liability, FICA, social security withholding or any other tax.

D. Indemnification – PROVIDER does for itself, its predecessors, heirs, successors, and assigns, agree to indemnify, release, exonerate and forever discharge the Commonwealth and OVR, their successors, officials and employees of and from any and all manner of actions, causes of action, judgments, suits, debts, claims and demands whatsoever, whether at law or in equity, arising out of or relating to PROVIDER'S provision of services.

E. Confidentiality – PROVIDER shall maintain the confidentiality of OVR customer information by adhering to all applicable laws and regulations governing confidentiality.

F. Integration – This agreement sets forth the entire agreement between the parties. All previous agreements and covenants, express or implied, oral or written with respect to the subject matter herein are hereby superseded by this agreement.

G. Disputes – All disputes arising under this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

H. Termination – Either party may terminate this agreement at any time for its convenience or for any other reason if it determines that termination is in its best interests or is otherwise appropriate, by giving written notice to the other party of such termination and specifying the effective date of the termination.

I. Severability – Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable by a court of law for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

The Commonwealth/OVR shall have the right, at reasonable times and at a site designated by the Commonwealth/OVR, to audit the books, documents and records of the Provider to the extent that the books, documents and records relate to costs or pricing data for the services provided by the Provider to OVR customers. The Provider agrees to maintain records which will support the prices charged and costs incurred for the services provided. The Provider shall preserve books, documents, and records that relate to the services provided for a period of three (3) years from date of final payment. The Provider shall give full and free access to all necessary records to the Commonwealth and/or their authorized representatives.

Non-discrimination Neither the Provider nor its employee shall by reason of gender, race, creed, or color, discriminate against individual participating in the services being provided. The Provider further agrees to comply to the provisions of the Americans with Disabilities Act.

I further agree that no additional charges, over the amount authorized by this purchase order will be made to OVR or the OVR client/customer/participant for whom services were provided.

IN WITNESS WHEREOF, the parties hereto have caused this PROVIDER Agreement to be duly executed by their respective authorized representatives on the date written above.

PROVIDER (print)

OVR District Administrator (print)

PROVIDER Signature

OVR District Administrator Signature

Date

Date

FEIN, TIN, or SSN

Auxiliary aids and services are available upon request to individuals with disabilities,
Equal Opportunity Employer/Program