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**Derry Township School District
Board of Directors Meeting
September 9, 2019
Summary Minutes - IV**

1. OPENING ITEMS

a. Call to Order

Minutes

Mrs. Sicher called the meeting to order at 7:02 pm.

b. Roll Call

Members in Attendance: John Abel, Kathy Sicher, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Tricia Steiner, Terry Singer

Member Absent: Judy Haverstick

Non-Voting Members in Attendance: Joe McFarland, Mike Frentz

Staff/Public in Attendance: Jason Reifsnyder, Dr. Stacy Winslow, Tracy Brown, Zoc Carlson, Catherine Reilly, Keeley Farrell, Rowdy Farrell, Sophin Speece, Ceran Branch, Susan Newman, Brad Newman, Michelle Allen, Cindy Banducci, Dennis Banducci, Julia Parrey, Bella Amato, Jen Amato, Caroline Gius, Christine Drexler, Claire Strucko, Danielle Rizzotto, Beverley Brown, Patricia Reilly, Geoff Bohlender, Rachel Reilly, Andrew Joyner, Makenzie Stritzinger, Keanie Stritzinger, Kamrin Spotts, Ale Rizzotto, Annalee Hassler, Guerline Laureore, Anna Yanero, Tony Yanero, Allie Hahn, John Confer, Lisa Broole-Confer, David Cozzi

c. Flag Salute

d. Approval of Board of Directors Agenda

Approval of the September 9, 2019 Derry Township School District Board of Directors Agenda.

Minutes

Following a motion from Mrs. Memmi and a second by Dr. Cronin the agenda for the evening's meeting was approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

2. INFORMATIONAL AND PROPOSALS

a. Presentation: School Start Times

Minutes

Mr. McFarland presented information on proposed changes to school start times for the 2021-2022 school year.

b. President Communications

Minutes

Mrs. Sicher announced the Board met in Executive Session prior to this meeting to discuss purchase or lease of real estate.

c. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Those who speak are asked to come to the microphone and state your name and address for the record. To provide other residents with an opportunity to speak, each speaker during the public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting.

Speakers are asked to review the protocol for addressing the Board which can be found at the sign in table prior to speaking. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting are asked to fill out a contact card, which can be found at the podium. Completed cards may be turned in to members of the administration to facilitate a reply.

Minutes

The following citizens were recognized by the Board of Directors:

- None

d. Standing Committee Meeting Report

Minutes

The following Standing Committee Meeting Reports were provided to the Board:

- Mrs. Sicher reported that the Curriculum Council met prior to this evening's meeting and received an update on Full Day Kindergarten and an update on 2019-2020 goals
- Mrs. Steiner reported that the Policy Committee met prior to this evening's meeting. Mrs. Steiner reported that the committee reviewed and finalized their 2019-2020 goals. The committee also reviewed 11 policies, which were recommended to the full Board. Mrs. Steiner also reported that an Ad-hoc committee was appointed to review policy No. 227 Drug and Alcohol.
- Mrs. Drew provided an update on behalf of the Communications and Engagement Committee. Ms. Drew reported that Board members attended the High School Back to School Night and announced that applications for citizen advisers are being accepted.

e. Community Correspondence Report

Minutes

Mr. McFarland reported that there were 12 Community Correspondence submissions for the month of August.

f. Student Representatives' Report

As per Board Policy 004.1, the purpose of having two non-voting Student Representatives on the Board is to establish a communication link between the Board of School Directors and the student body of Hershey High School. The position will serve in presenting the students' viewpoints to the Board.

Minutes

Miss Aluquin reported on the Cocoa Bean Bowl and the results of the sock drive. Miss Fitterer reported on how the schools fall athletic teams are doing so far this season.

g. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the September 23, 2019 Public Board of Directors Meeting:

- | | |
|----|--|
| 1. | Approval of September 9, 2019 Board of Directors Summary Minutes |
| 2. | Presentation - Be SMART |
| 3. | Approval of non - school trip |
| 4. | Voting Procedure for PSBA Officer Elections |
| 5. | Personnel |

Minutes

The anticipated items for the September 23, 2019 Board of Directors meeting were reviewed.

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

The consent agenda contains routinely adopted items and items that normally do not require public deliberations on the part of the Board. A Board Member may pull items which will then be discussed and voted on separately.

Minutes

Following a motion from Mrs. Memmi and a second by Ms. Drew the consent agenda items were approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

a. Approval of August 26, 2019 Summary Board of Directors Meeting Minutes - I

b. Approval of Field Trip/Excursion

The Administration recommends the approval of the proposed overnight field trip/excursion as listed:

Group:	Poetry Out Loud
Number of Participating Students:	1
Grade Level:	11
Destination:	Pittsburgh, PA
Purpose:	As State Poetry Out Loud Winner, Student will represent Derry Township
Depart:	September 27, 2019
Return:	September 30, 2019
Trip Leader:	Colette Silvestri

c. Request for the Use of School Facilities

The Administration recommends the approval of the following Request for the Use of School Facilities :

Group:	Penn State Health
Date/Time:	Monday, October 7, 2019, 11:30 a.m. - 1:15 p.m.
Requested Facility:	District Office: Board Room
Event:	Fall Employee Update Meeting
Fee:	None
Group:	Girl Scout Daisy & Brownie Troop #11103
Date/Time:	Mondays 3:30 p.m. - 4:45 p.m. September 23, October 7 & 21, November 4 & 18, December 2 & 16, 2019 January 6 & 27, February 3 & 24, March 2 & 23, April 6 & 20, May 4 & 18, June 1, 2020
Requested Facility:	Elementary School - Cafeteria # 2
Event:	Troop Meetings
Fee:	None

Group:	Girl Scouts in the Heart of PA
Date/Time:	First and Third Friday of each month (2019-2020 School Year) October, 2019 - June 1, 2020 3:30 p.m. - 5:00 p.m.
Requested Facility:	Elementary School - Cafeteria # 2
Event:	Troop Meetings
Fee:	None
Group:	Girl Scout Troop # 11290
Date/Time:	Wednesdays - 6:00 p.m. - 8:00 p.m. September 18, October 2 & 16, November 6 & 20, December 4 & 18, 2019 January 8 & 15, February 5 & 19, March 4 & 18, April 1 & 15, May 6 & 20, 2020
Requested Facility:	Elementary School - Cafeteria # 2
Event:	Troop Meetings
Fee:	None

d. Announcement of Staff Development Conferences

Staff Member:	Victoria Smith
Conference:	Cooperative Education Conference
Location:	State College, PA
Dates:	October 15-16, 2019
Expenses:	\$635.00
Staff Member:	Michelle Kindt
Conference:	PSMLA, Pennsylvania State Modern Language Association Fall Conference
Location:	State College, PA
Dates:	October 24-26, 2019
Expenses:	\$800.00

Staff Member:	Lynn Shirk
Conference:	PSMLA, Pennsylvania State Modern Language Association Fall Conference
Location:	State College, PA
Dates:	October 25-26, 2019
Expenses:	\$355.00
Staff Member:	Megan MacNicol
Conference:	PSMLA, Pennsylvania State Modern Language Association Fall Conference
Location:	State College, PA
Dates:	October 25-26, 2019
Expenses:	\$773.32
Retroactive	
Staff Member:	Jared Nicholson
Conference:	Mac Admins
Location:	State College, PA
Dates:	July 8-12, 2019
Expenses:	\$660.00
Date Correction	Board approved on August 26, 2019
Staff Member:	Laura Becker
Conference:	Wilson Reading System Introductory Course
Location:	Conshohocken, PA
Dates:	September 24-26, 2019
Expenses:	\$1390.00

5. NEW BUSINESS

a. YWCA Presenter Contract Revised for October 15, 2019

The administration recommends the Board approve the revised YMCA presenter contract for October 15, 2019.

Minutes

Following a motion from Ms. Drew and a second by Mrs. Memmi the revised YMCA presenter contract for October 15, 2019 was approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

b. Independent Pharmacy Oversight - EPLS

The administration recommends the Board approve the agreement with EPLS, for independent pharmacy oversight for the 2019-2020 fiscal year in the amount of \$1.85 per prescription.

Minutes

Following a motion by Ms. Drew and a second from Mrs. Memmi the agreement with EPLS, for independent pharmacy oversight for the 2019-2020 fiscal year in the amount of \$1.85 per prescription was approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

c. Standing Committee Representation

The Board recommends the removal of Donna Cronin from the Athletics and Activities Standing Committee.

Minutes

Dr. Cronin made a motion seconded by Mrs. Memmi to remove Donna Cronin from the Athletics and Activities Standing Committee. Dr. Cronin then made a motion to amend the original motion to include her removal from all 3 Committees that she has been assigned to; following a second by Ms. Drew, the amended motion was approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

d. Standing Committee Representation - Amended

The Board recommends removal of Dr. Donna Cronin from all 3 Committee assignments for the 2019-2020 school year.

Minutes

Following a motion from Ms. Drew and a second by Dr. Cronin the removal of Dr. Cronin from all 3 Committee assignments for 2019-2020 was approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

e. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Mikitish, Elizabeth

Science Teacher (8th Grade)

Middle School

Reason: Personal

Effective: 08/26/2019 (retroactive)

Classified:

Billett, George

Custodian

High School

Reason: Personal

Effective: 09/04/2019 (retroactive)

Bohannon, Darrell

Groundskeeper

District-wide

Reason: Retirement

Effective: 12/08/2019

Popp, Carol

Paraprofessional

Intermediate Elementary School

Reason: Personal

Effective: 09/20/2019

Limited Service Contracts:

Bertoldi, Torren

Assistant Varsity Wrestling Coach

High School

Reason: Personal

Effective: 09/04/2019 (retroactive)

Mikitish, Elizabeth

Assistant Field Hockey Coach

Middle School

Reason: Personal

Effective: 10/25/2019

Minutes

Following a motion from Mrs. Memmi and a second by Ms. Drew the Personnel - Resignation items were approved.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

f. Personnel - General

1. The Administration recommends the approval of the following appointments and recognition of the following transfers:

Professional:

Cerrone, Zachary (for Linda Kraveski)

Special Education Teacher

High School

Long Term Substitute

Bachelors, Step 1

Salary: \$52,494 (pro-rated)

Effective: To be determined through the end of the 2019-2020 school year (pending receipt of PA Teaching Certificate, Act 34, 151, 114, 126, 168 and 24 certifications)

Transfer of Professional Staff:

Manari, Christen* (new position)

From: Instructional Coach

To: Dean of Students Long Term Substitute

Elementary School

Effective: 10/14/2019 through approximately 01/22/2020

Classified:

Anthony, Alyeisha*

Substitute Administrative Assistant

District-wide

Salary: \$17.52 per hour

Effective: 09/10/2019

DeShong, Yolanda (replacing Robinson Smith)

Bus Driver

District-wide

Level A: 5.5 hours per day

Salary: \$18.04 per hour

Effective: 09/10/2019

Karpel, Sarah (replacing Kaitlyn Keller)

Administrative Assistant

Technology Department

Full-time, 7.5 hours per day

Salary: \$19.30 per hour

Effective: 09/10/2019

Winne, Elaine

Substitute General Food Service Worker

District-wide

Salary: \$12.12 per hour

Effective: 09/10/2019

Zimmerman, Theresa

Substitute General Food Service Worker

District-wide

Salary: \$12.12 per hour

Effective: 09/10/2019

Transfer of Classified Staff:

Anthony, Alyeisha*

Administrative Assistant

From: Primary Elementary School

To: Intermediate Elementary School

Level A: 4.0 hours per day

Salary: \$19.30 per hour

Effective: 08/26/2019 (retroactive)

Bomgardner, Michelle*

Paraprofessional

From: Primary Elementary School

To: Early Childhood Center

Level A: 5.75 hours per day

Salary: \$16.76 per hour

Effective: 08/26/2019 (retroactive)

Davis, Sarah*

Cafeteria/Recess Aide

From: Intermediate Elementary School

To: Primary Elementary School

Level A: 3.0 hours per day

Salary: \$14.78 per hour

Effective: 08/26/2019 (retroactive)

Fink, Joann*

Paraprofessional (Self-Contained Classroom)

From: Primary Elementary School

To: Intermediate Elementary School

Level B: 6.5 hours per day

Salary: \$19.03 per hour

Effective: 08/26/2019 (retroactive)

Meckes, Jennifer*

Administrative Assistant

From: Intermediate Elementary School

To: Primary Elementary School

Level A: 4.5 hours per day

Salary: \$19.30 per hour

Effective: 08/26/2019 (retroactive)

Petersen, Laurie*

Cafeteria/Recess Aide

From: Primary Elementary School

To: Early Childhood Center

Level A: 3.0 hours per day

Salary: \$13.93 per hour

Effective: 08/26/2019 (retroactive)

Schauble, Ashlie*

Paraprofessional

From: Primary Elementary School

To: Intermediate Elementary School

Level A: 5.75 hours per day

Salary: \$17.77 per hour

Effective: 08/26/2019 (retroactive)

Tobias, Joy*

Cafeteria/Recess Aide

From: Intermediate Elementary School

To: Early Childhood Center

Level A: 3.0 hours per day

Salary: \$13.93 per hour

Effective: 08/26/2019 (retroactive)

Woodfin, Floyd*

Cafeteria/Recess Aide

From: Early Childhood Center

To: Intermediate Elementary School

Level A: 3.0 hours per day

Salary: \$13.93 per hour

Effective: 08/26/2019 (retroactive)

Limited Service Contracts:

Becker, Laura*

Correction: Mentor to Kristen Bogash, Special Education Teacher

Primary Elementary School

Salary: \$1,500

Effective: 08/26/2019 (retroactive)

Buterbaugh, Brian*

Musical Music Director

High School

Group G, Step 9

Salary: \$2,559

Effective: 09/10/2019

Collins, Miriam*

Class Advisor - Freshman

High School

Group J, Step 15

Salary: \$798

Effective: 09/10/2019

Fisher, Nicole*

Assistant Girls' Basketball Coach

Middle School

Group F, Step 15

Salary: \$4,070

Effective: 09/10/2019

Obielecki, Kaitlin*

Musical Vocal Coach

High School

Group I, Step 6

Salary: \$1,105

Effective: 09/10/2019

Persing, Angela*

Mentor to Kaitlyn Bowser, Special Education Teacher LTS

Early Childhood Center

Salary: \$1,500

Effective: 09/10/2019

Stets, Alys*

Special Education

High School

Salary: \$1,000

Effective: 09/10/2019

Tinsman, Ethan

Assistant Football Coach

Middle School

Group F, Step 2

Salary: \$2,180

Effective: 09/10/2019

2. The Administration recommends the approval of the following request in accordance with District Policy 339:

Conkle, Josephine*

General Food Service Worker

Early Childhood Center

Uncompensated Leave

Effective: 09/09/2019 through 11/29/2019

***This individual is currently an employee. Clearances are on file.**

Minutes

Following a motion from Dr. Cronin and a second by Ms. Memmi the appointments were approved and transfers were recognized.

Vote Results

Yea:	8	John Abel, Donna Cronin, Lindsay Drew, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	1	Judy Haverstick

6. DELEGATE REPORTS

a. Hall of Fame Luncheon

Minutes

Mr. Singer announced that the Hall of Fame luncheon will be held on October 4, 2019 at the Hershey Country Club at 10:30 am

7. SPECIAL REPORTS

a. Board Members' Report

Minutes

The following Board members provided reports:

- Ms. Drew read a prepared statement requesting that Dr. Cronin resign from the Board;
- Dr. Shaw requested that Dr. Cronin resign from the Board;
- Dr. Cronin commended Ms. Drew on her comments;
- Mrs. Steiner noted that September is National Suicide Awareness Month;
- Mr. Abel reported on Parks and Recreation Advisory meeting;
- Mrs. Memmi requested that Dr. Cronin resign from the Board.

b. Superintendent's Report

Minutes

Mr. McFarland provided the following report to the Board:

- Thank you to Mr. Buterbaugh, Mrs. Obelecki and Mr. Miller and the entire elementary, middle and high school bands (almost 500 strong) for a fantastic musical performance on Friday night at the COCOA Bean Game!
- Mr. Hummel shared some initial statistics with regard to our free and reduced lunch percentages today.
 - ECC-25.79%
 - Elementary-25.03%
 - Middle-21.92%
 - High-21.93%
 - District Wide-23.30%

For comparison last year on September 9 here were our numbers:

- ECC-23.48%
- Elementary-23.85%
- Middle-21.51%
- High-17.73%
- District Wide-21.07%

As in years past, we expect a small decline in these numbers after the 30-day grace period. Just a reminder, all free and reduced families continue their benefits from last school year for the first 30 days of this school year. This provides them the time needed to complete a new application if needed.

c. Board President's Report

Minutes

Mrs. Sicher reported that she did assign an ad-hoc committee for policy No. 227 Drugs and Alcohol and needed one more Board member to volunteer. Mrs. Sicher also asked for Board members to volunteer for the committee assignments left vacant by Dr. Cronin.

8. RECOGNITION OF CITIZENS

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda or matters of District Governance not on the agenda. Those who speak are asked to come to the microphone and follow the same guidelines outlined at the initial public comment portion of our meeting.

Minutes

The following citizens were recognized by the Board of Directors:

- Beverly Brown - Spoke concerning her daughter
- Wayne Rivers - Requested Dr. Cronin resign from the Board
- Julia Parrey - Spoke about girl's lacrosse
- Danielle Rizzotto - Spoke about girl's lacrosse
- Alison Hahn - Spoke about girl's lacrosse
- Anna Rogers - Spoke about girl's lacrosse
- Kevin Parrey - Read a letter from a former girl's lacrosse player
- Makenzie Stritzinger - Supports the girl's lacrosse coaches
- Claire Strucko - Supports the girl's lacrosse coaches
- Alexa Blankenbiller - Supports the girl's lacrosse coaches
- Sophia Speece - Supports the girl's lacrosse coaches
- Lauren Durevich - Supports the girl's lacrosse coaches
- Isabella Amato - Supports the girl's lacrosse coaches
- Cameron Spotts - Supports the girl's lacrosse coaches
- Ale Rizzotto - Supports the girl's lacrosse coaches
- KellyAnn Glus - Supports the girl's lacrosse coaches
- Katherine Reilly - Supports the girl's lacrosse coaches
- Annie Bravacos - Supports the girl's lacrosse coaches
- AnnaLee Hassler - Supports the girl's lacrosse coaches
- Alexandria Brown - Supports the girl's lacrosse coaches
- Keely Fara - Supports the girl's lacrosse coaches
- Anna Yanero - Supports the girl's lacrosse coaches
- Sue Newman - Thanked Board members for asking Dr. Cronin to resign.

9. ADJOURNMENT

Minutes

Following a motion from Ms. Drew and a second by Mrs. Memmi the meeting was adjourned at 8:20 p.m.

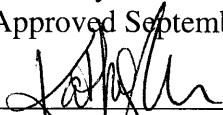
Respectfully submitted,



Michael Frentz

Secretary to the Board

Approved September 23, 2019



Kathy Sicher

President of the Board of Directors

Derry Township School District

School Board Meeting

September 9, 2019

Please Sign In AND Print Your Name

Signature *Dan Tredinnick*
 Daniel B Tredinnick

Printed Name *Christa Drexler*
 Dan Tredinnick

Signature *Claire Strucko*
 Claire Blankenbiller

Printed Name *Claire Strucko*
 Alexa Blankenbiller

Signature *Danielle Rizzotto*
 Danielle Rizzotto

Printed Name *Danielle Rizzotto*
 Danielle Rizzotto

Signature *Beverley Brown*
 Beverley Brown

Printed Name *Beverley Brown*
 Beverley Brown

Signature *Alexandria Brown*
 Alexandria Brown

Printed Name *Alexandria Brown*
 Alexandria Brown

Signature *Patricia J Reilly*
 Patricia J Reilly

Printed Name *Patricia J Reilly*
 Patricia J Reilly

Signature *Rachel Reilly*
 Rachel Reilly

Printed Name *Geoff Bahlender*
 Rachel Reilly

Signature *Andrew Toym*
 Andrew Toym

Printed Name *Rachel Reilly*
 Andrew Toym

Signature *Makenzie Stritzinger*
 Makenzie Stritzinger

Printed Name *Andrew Toym*
 Makenzie Stritzinger

Signature *Kamrin Spotts*
 Kamrin Spotts

Printed Name *Makenzie Stritzinger*
 Kamrin Spotts

Signature *Alie Rizzotto*
 Alie Rizzotto

Printed Name *Kamrin Spotts*
 Alie Rizzotto

Signature *Annater Hasler*
 Annater Hasler

Printed Name *Alie Rizzotto*
 Annater Hasler

Signature *Annater Hasler*
 Annater Hasler

Printed Name *Annater Hasler*
 Annater Hasler

Signature *Danette Cozzi*
 Danette Cozzi

Printed Name *Annater Hasler*
 Danette Cozzi

Allie Hahn
 Alex Jahn
 Tony Yanero
 Anna Yanero

Derry Township School District

School Board Meeting

September 9, 2019

Please Sign In AND Print Your Name

Signature

Daniel B Tredinnick

Printed Name

Dan Tredinnick

Signature

Tracy Brown

Printed Name

Tracy Brown

Signature

Zoe Carlson

Printed Name

Zoe Carlson

Signature

Catherine Reilly

Printed Name

Catherine Reilly

Signature

Healey Farrell

Printed Name

Healey Farrell

Signature

Roddy Farrell

Printed Name

Roddy Farrell

Signature

Sophia Speece

Printed Name

Sophia Speece

Signature

Laura Branch

Printed Name

Laura Branch

Signature

Susan Neuman

Printed Name

Susan Neuman

Signature

BEAD Neuman

Printed Name

BEAD Neuman

Signature

Michelle Allen

Printed Name

Michelle Allen

Signature

Cindy Banducci

Printed Name

Cindy Banducci

Signature

Dennis Banducci

Printed Name

Dennis Banducci

Signature

Julia Parrey

Printed Name

Julia Parrey

Signature

Kevin W. Parrey

Printed Name

Kevin W. Parrey

Bella Amato

Bella Amato

Ken Amato

Ken Amato

Caroline Gius

Caroline Gius

John Confer
Lisa Book-Confer

John Confer
Lisa Book-Confer

DAVID

DAVID CORZI



Derry Township School District
PO Box 898
Hershey, PA 17033
717.534.2501

MEMORANDUM

To: Derry Township School District School Board

From: Stacy L. Winslow, Assistant to the Superintendent

Re: YWCA Presenter Contract – Revised for October 15, 2019

Date: August 26, 2019

During the 2018-19 calendar year, the district implemented a “District Selected Trade Day” as an effort to streamline important learning initiatives and frontload learning that teachers would be able to take into their schools and classrooms on the first day of school. In exchange for attending a summer learning event, teachers are able to “trade” a designated in-service day during the school year. As we completed our second summer trade options, the success rate for the district selected day was even higher than last year with only 36 teachers who will need to attend our planned in-service in April.

One of the topics offered this summer was a 6-hour workshop on *Diversity and Today's School Environment* presented by the Lancaster YWCA. Originally, the anticipated costs for the YWCA included our 3 conference breakout sessions as well. We had 84 teachers attend this workshop day. Based on incredible feedback after the summer presentation, we have revised the conference offerings to meet the specific needs of our teachers. As we will now be offering 3 separate topics and need additional presenters, the YWCA has revised their contract to include these additional expenses. (Please see attached contract for details).

The breakout sessions for the October 15th conference day will be:

Creating LGBTQIA-friendly spaces in your classroom:

Understanding the rapidly changing queer landscape and best practices for helping ourselves and students feel comfortable with their own identity and others. This session will include skills practice for navigating challenging conversations.

Understanding and addressing microaggressions:

Examining the historical and social context behind microaggressions, how they show up in our classrooms, and how to begin to address them to create a more inclusive classroom culture. This session will include practice in avoiding microaggressions and how to acknowledge them when they occur.

Racism & Classism in the classroom

Brief history of the intersection of race and class in America, how we've internalized it, and how it manifests itself with our students and schools. Making the sometimes difficult distinctions

between racism and classism. This session includes techniques to bridge the gaps of understanding between students, teachers, and parents.

To learn more about the Lancaster YWCA please visit:

<https://ywcalanaster.org/programs/social-justice/consulting-and-customized-training/>

YWCA IS ON A MISSION

AGREEMENT (Memo of Understanding)

This agreement, or memo of understanding (MOU), is being made between YWCA Lancaster, 110 North Lime Street, Lancaster, Pennsylvania, and Derry Township School District (DTSD), 30 East Granada Avenue, Hershey, Pennsylvania, for the delivery of training and facilitation services. Representatives from both organizations will sign this document to endorse and authorize these services.

Dates

The Social Justice Program of YWCA Lancaster will provide customized training and facilitation at locations determined by the School District on **October 15, 2019**. Participants from DTSD are expected to be faculty, staff members, and others numbering approximately 75-100 persons.

Content

The workshops on **October 15, 2019**, will offer 3 separate 90-minute sessions which will be designed and developed by YWCA Lancaster in close consultation with DTSD. The content will include specific material on racial and economic justice, equity, and creating safe and welcoming classrooms for all students.

Facilitators

The workshop will be led and facilitated by **Lisa Cameron**, Director of Empowerment Services, and **David Nice**, Project Manager, Social Justice, and **Adam Hosey** of the YWCA Social Justice Team. YWCA Lancaster also

reserves the right to include other qualified facilitators in this process as participants and/or interns.

Responsibilities

YWCA Lancaster will offer all participants an affirming and psychologically safe environment designed to engage all parties in educational activities and discussion involving social justice, racial justice, diversity, equity and inclusion. YWCA will closely collaborate with DTSD to be sure that the content and activities are focused in an appropriate and effective way for all faculty and staff.

What YWCA Lancaster agrees to provide:

- Consultation with DTSD representatives
- Design of, and delivery/facilitation of 3 on-site workshops
- Training materials, printed or electronic

What Derry Township School District agrees to provide:

- Training venue and space
- Projection, sound, audio-visual support

Fees

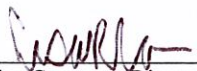
For anticipated consultation, preparation and delivery of the **October 15** workshop(s), YWCA will charge **\$1250.00**. Both parties could mutually agree to additional work and fees for that event.

Amendments or Modifications

This agreement is entered into in good faith by both parties. Either party may suggest changes or modifications to further the overall goal of delivering a highly effective and satisfying training experience for participants. When both

parties agree on changes, those modifications will be finalized in writing. Both parties will sign off to indicate agreement.

The parties below agree to this agreement/contract.



Lisa Cameron, Director of Empowerment
YWCA Lancaster

9-18-19

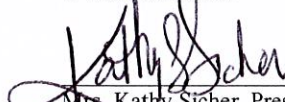
Date



David Nice, Project Manager, Social Justice
YWCA Lancaster

9-18-19

Date



Mrs. Kathy Sicher, President, Board of Directors
Derry Township School District

9/9/19

Date

EPLS, LLC

&

Derry Township School District

**Service Agreement for
Prescription Management Services**

August 28, 2019

Prescription Management Services Agreement

Oversight of Employee Rx Benefit Program

This Prescription Management Agreement is entered into by and between Derry Township School District, with its principal place of business located 30 East Granada Ave, Hershey, PA 17033 considered the CLIENT and EPLS, LLC, hereinafter referred to as **EPLS**, a PA corporation with its principal place of business located at 2250 Erin Court, Lancaster, PA 17601 referred to in this document as Service Provider.

CLIENT has requested **EPLS** to act as its Service Provider for the purposes of supporting the prescription drug program for CLIENT with oversight that will yield clinical and financial improvements.

CLIENT and **EPLS** agree to the provisions as set forth in this agreement.

Effective Date

This contract is effective immediately upon signature of CLIENT. CLIENT is hiring **EPLS** to assist in performing the necessary oversight of the CLIENT prescription drug program that is linked to their medical plan.

Responsibilities of Client

CLIENT gives **EPLS** the authority to act on behalf of CLIENT in regards to their pharmacy benefit program, but only as expressly stated in this agreement or as mutually agreed in writing by CLIENT and **EPLS**.

CLIENT will perform the following tasks:

- Ensure cooperation of the CLIENT Prescription Benefit Manager (PBM) in providing necessary data and other information required for **EPLS** to fulfil this agreement.
- Provide or arrange for **EPLS** to receive monthly prescription claim reports that include data fields provided by **EPLS** no later than 30 days after the close of each month.

Responsibilities of EPLS, LLC

EPLS will act on clinical and financial opportunities that will improve the prescription program.

EPLS will perform the Following tasks:

- Provide monthly oversight of prescription drug utilization data.
- Identify financial and clinical savings opportunities.
- Consult to facilitate drug changes with employee, doctor and/or pharmacist for clinical and/or financial reasons if and when appropriate.

- Provide strategic planning for upcoming drug change impact, new to market, brand to generic, specialty vs non-specialty and drug shortages when appropriate.
- Consult on Opioid utilization – High utilizer safety/ appropriateness, Rx-Medical alternatives, Narcan availability.
- Provide a team of clinical pharmacists to assist medical professionals and patients to determine the best treatment for high cost medications.
- Deliver to client a monthly summary report and an annual report including savings results, clinical intervention calls and savings opportunities.

EPLS will indemnify CLIENT with respect to this agreement resulting from or arising out of the gross negligence or the dishonest, fraudulent or criminal acts of **EPLS** or its employees, acting alone or in collusion with others.

EPLS' Liability

EPLS will use reasonable care and due diligence in the exercise of its powers in the performance of its duties under this agreement. **EPLS** will not be liable for any mistake of judgment or other actions taken in good faith. In the event **EPLS** makes a good faith mistake under this agreement, **EPLS** will make a diligent effort to recover any incorrect excess payment made. **EPLS** is not required to institute any court proceedings.

EPLS' Compensation

For **EPLS'** services provided under this agreement, CLIENT will pay **EPLS** the charges described as follows:

- Administrative fee of \$1.85 per paid prescription that is listed on the monthly claim report provided by CLIENT, through the life of this contract.
- Fees are paid by ACH transaction and drafted 5 days after the close of each month. If the 5th day falls on a banking holiday, the draft will occur on the next business day.
- First year documented savings are guaranteed to exceed annual oversight fees. CLIENT will receive a refund of all oversight fees paid in excess of documented savings if **EPLS** fails to achieve the guaranteed level of savings.
- Fees may be adjusted from time to time at contract renewal to account for program changes that are necessary due to market changes.

EPLS' Savings Guarantee

EPLS guarantees that more verified savings are generated from 12 months of data than **EPLS** fees over the same time period.

- Verified savings are calculated from **EPLS** recommendations that convert prescriber prescriptions to lower cost drugs.
- **EPLS** pharmacists call the prescribing doctor to make alternative drug recommendations.
- When a prescriber agrees to the **EPLS** recommendation, **EPLS** makes a call to the pharmacy to verify the drug change.

- Your savings are considered verified when your member's prescription change is confirmed in future claim data.
- The savings amount reported is the difference between the original prescription cost and the verified alternate prescription cost over a 12 month period. We account for drugs that are not typically prescribed on a monthly basis.
- After a twelve month service period, a final Verified Savings Report is provided within four months. The Verified Savings Report allows a client to audit the results and verify that the EPLS guarantee has been met.
- If EPLS fees out pace verified savings over a twelve month service period, the difference is returned to the client.

Confidentiality

Each party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other party. As used herein, "Confidential Information" includes, but is not limited to, proposals and analysis, proprietary business and technical information, patient and third-party payer lists, statistical data, computer programs, pricing information, the Agreement and all exhibits, addenda and alterations hereto, Network Pharmacy coverage information, trade secrets and innovations, and other information of similar nature obtained by either party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either party from a third party not under obligation of confidentiality with respect to such information; or (iii) becomes publicly available through no act or omission of either party or its agents or employees.

Each party covenants and agrees that, without the prior written consent of the other party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees or agents will reveal or use any Confidential Information in a manner or for a purpose that would be knowingly detrimental to the other party or its businesses or for purposes other than set forth herein.

Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party timely written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

All Confidential Information will remain the property of the disclosing party, and the receiving party will return or destroy all written or tangible materials, and all copies thereof, upon request of the disclosing party.

Each party acknowledges that damages alone will be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement and that the party seeking enforcement thereof, in addition to all other remedies, will be entitled as matter of right to equitable relief, including injunctive relief or specific performance in any court of competent jurisdiction. No posting of a bond will be required. The parties agree that notwithstanding anything in this Agreement to the contrary, nothing herein will require any party hereto to breach or violate any applicable confidentiality law, statute or regulation.

Use and Disclosure of Protected Health Information

EPLS Pharmacists may use or disclose Personal Health Information (PHI) to CLIENT, Network Pharmacies, Covered Persons' providers and Covered Persons in a manner consistent with the performance or improvement of its Services under this Agreement, or as permitted without authorization pursuant to the Privacy Rule. Additionally, **EPLS** may use and disclose PHI to a third party if otherwise authorized by CLIENT or a given Covered Person, or as permitted without authorization pursuant to the HIPAA Privacy Rule. Except as provided in this Agreement, such use and disclosures shall be limited to those that would not violate the HIPAA Privacy Rule if done by the CLIENT. In addition, **EPLS** may use and disclose PHI:

- For the proper management and administration of **EPLS** or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, **EPLS** obtains reasonable assurances from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify **EPLS** of any instances of which it is aware in which the confidentiality of the information has been breached;
- To de-identify the information in accordance with HIPAA Privacy Rule, which de-identified information may be used and disclosed by **EPLS** as it deems appropriate;
- To conduct Drug Utilization Review for another Covered Entity if each Covered Entity has or had a relationship with the Covered Person whose PHI is involved, and the PHI relates to the relationship; and as otherwise authorized in writing by the CLIENT.

Indemnification and Limitations on Liability

This Agreement is not a contract for the sale of goods. **EPLS** will perform the Services under this Agreement in a good and workmanlike manner in accordance with the customs, practices, and standards of the prescription benefit management industry. EXCEPT AS WARRANTED IN THIS SECTION, **EPLS** DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUSTAINABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED. **EPLS** HAS EXERCISED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE REPORTING PROVIDED AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. **EPLS** DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

EPLS does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network Pharmacies are independent contractors, and **EPLS** shall have no liability to CLIENT, Plans, any Covered Person, or any other person or entity for any act or omission of any Network Pharmacy or its agents or employees.

CLIENT shall be indemnified and held harmless by **EPLS** for the amount of any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, attorneys' fees and expenses) (each, a "Loss"), arising out of or resulting from the breach of any of **EPLS** obligations under this Agreement or the gross negligence or willful misconduct of **EPLS**, except to the extent any such Losses were caused by the negligence or intentional conduct of Client or the breach of CLIENT's obligations under this Agreement. This Section will survive the termination of the Agreement.

EPLS shall be indemnified and held harmless by **CLIENT** for the amount of any Loss arising out of or resulting from the breach of any of **CLIENT** obligations under this Agreement or the gross negligence or willful misconduct of **CLIENT**, except to the extent any such Losses were caused by the negligence or intentional conduct of **EPLS** or the breach of its obligations under this Agreement. This Section will survive the termination of the Agreement.

Neither **EPLS** nor **CLIENT** will be liable to each other for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. **EPLS** maximum liability to **CLIENT**, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the Administrative Fee paid by **CLIENT** over the previous six (6) months.

An indemnified party (the "Indemnified Party") shall give an indemnifying party (the "Indemnifying Party") notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification within thirty (30) days of such determination, stating the amount of any Loss, if known, and method of computation. If an Indemnified Party receives notice of any claims by a third party which are subject to the indemnification provided, the Indemnified Party shall give the Indemnifying Party notice of such Third-Party Claim within ten (10) days of the receipt of notice by the Indemnified Party. Failure to provide notice of a Claim or a Third-Party Claim as provided for in this subsection shall not release the Indemnifying Party from any of its obligations unless such failure causes actual prejudice to the Indemnifying Party, in which case the Indemnifying Party shall be released only to the extent of such prejudice.

The obligations and liabilities of an Indemnifying Party with respect to Losses arising from Third Party Claims shall be governed by and contingent upon the following additional terms and conditions: The Indemnifying Party shall acknowledge, in writing, its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, at its expense and through counsel of its choice, and give notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. Each party shall cooperate, and shall use its best efforts to cause its affiliates, officers, directors, employees, and agents to cooperate, with the other in any such defense and make available, at the other party's expense, all witnesses, pertinent records, materials and information in its possession or under its control, and shall use its best efforts to cause its affiliates, officers, directors, employees and agents to make available to the other party, at the other party's expense, all witnesses, pertinent records, materials and information in the possession or under the control of any of them, relating thereto as is reasonably required by the other party. No such Third-Party Claim may be settled by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld.

Severability

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. This agreement's provisions are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

Limitations of Captions and Headings

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

Contract Compliance on Waiver

Failure by CLIENT, EPLS or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not waive or modify that provision or render it unenforceable at any other time whether or not the circumstances are the same. No waiver of any of the terms or provisions of this agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in a written memorandum expressing such alteration or modification and executed by CLIENT and EPLS.

Assignment and Amendments

Any assignment of this agreement or of any rights contained herein will be void and of no force or effect. This agreement may be amended at any time by mutually agreed upon written agreement between CLIENT and EPLS.

Termination

This agreement may be terminated either by CLIENT or by EPLS after the initial twelve-month agreement. This contract will automatically renew each year.

This agreement will terminate automatically and immediately as of the date:

- CLIENT fails to pay any fees within thirty (30) days after charges are due and payable as provided in this agreement,
- CLIENT becomes insolvent or bankrupt or subject to liquidation, receivership, or conservatorship, however the fees due in this contract will continue to be due and payable.
- CLIENT fails to provide the necessary information in a timely fashion that would cause EPLS to not be able to perform required duties.

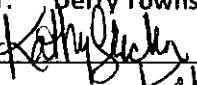
Termination due to point one and three require the CLIENT to pay administration fees for the remainder of the contract year. Fees will be based on the average monthly script count year to date.

If the plan or the plan benefits subject to this agreement are terminated, CLIENT and EPLS may mutually agree that this agreement's provisions will continue in effect for a certain set date in the future.

This is the sole agreement between the parties and shall not be amended or modified except by written agreement between the parties. This agreement shall be binding upon parties, its successors or assignees, and shall be interpreted under the laws of the State of PA.

The undersigned signature for CLIENT hereby warrants and represents that he/she is duly authorized by CLIENT to execute this Agreement on behalf of CLIENT and that he/she has read the Agreement in its entirety.

For: **Derry Township School District**

By: 

Date: 9/9/19

Name: Kathy L. Sidor

Title: President

For: **EPLS, LLC**

By: 

Date: 8/28/19

Name: William Tell

Title: Partner

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), is entered into as of the 28 day of August, 2019 (the "Effective Date") by and between EPLS LLC whose principal place of business is 2250 Erin Court, Lancaster PA 17601 (the "Business Associate" and with company, each a "Party", and collectively the "Parties"), and Derry Township School District whose principal place of business is 30 East Granada Ave, Hershey, PA 17033 (the "Company"). This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, Company maintains the Plan that provides certain health plan benefits to certain of Company's employees, former employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to, create, maintain, and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the regulations promulgated at 45 C.F.R. Parts 160-164 (collectively, "HIPAA");

NOW THEREFORE, Company and Business Associate agree as follows:

1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean EPLS, LLC.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity], also referred to in this Agreement as Company.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the [Choose either "Covered Entity" or "individual or the individual's designee"] as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either "Covered Entity" or "individual"] as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information to perform the services set forth in EPLS LLC Service Agreement.

(b) Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) – (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3.

(c) Business Associate may use or disclose protected health information as required by law.

(d) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(e) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity [if the Agreement permits the Business Associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add ", except for the specific uses and disclosures set forth below."]

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. Term and Termination

(a) Term. The Term of this Agreement begins on the effective date, and shall terminate on the date that any services agreement between the parties terminates, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within 30 days of Business Associate's receipt of written notice detailing the violation.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate or by any subcontractor other than for the purposes for which such protected health information was retained and subject to the same conditions and limitations set forth in sections 2 and 3 above that applied prior to the termination of this agreement; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.

(b) Survival. Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.

(c) Interpretation. Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.

(d) Effect. This Agreement shall be binding upon, and shall inure to the benefit of, Company, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.

(e) No Third-Party Beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(f) Independent Contractors. Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint venture of the Parties, it being understood and agreed that Business Associate provides services to Company and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and Company and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.

(g) Governing Law. The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of Pennsylvania, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a federal or state court of competent jurisdiction located in Lancaster County, PA and in no other court or venue.

(h) Severability. In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.

(i) Notices. All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the Company, notices shall be sent to:

Attention: _____

If to EPLS, LLC, notices shall be sent to:

2250 Erin Court
Lancaster, PA 17601
Attention: William Tell

In witness whereof, the parties have executed this Business Associate Agreement as of the date below.

Company

By: _____

Name: _____

Title: _____

Date: _____

EPLS, LLC

By: _____

Name: William Tell

Title: Partner