

2017-2018 SERVICE AGREEMENT

On this the ____ day of _____ Plum Borough School District (hereinafter "the School") and The Hope Learning Center (hereinafter "HLC") hereby enter into this Agreement for Special Services (hereinafter "Agreement") to be provided by HLC to the students of the School in accordance with the terms set forth herein:

1. **Effective Date:** The effective date of this Agreement is June 19, 2017.
2. **Professional Service Providers:** HLC agrees to provide services pursuant to this Agreement by licensed and qualified personnel who shall also hold a teaching certificate when appropriate. The licensed and qualified personnel (hereinafter "Service Providers") who will provide services pursuant to the terms of this Agreement are as follows:
 - Occupational Therapy
 - Physical Therapy
3. **Services Provided:** The Service Providers shall provide the following services (hereinafter "Services"):
 - Treatment and Evaluations
4. **Fee for Services:** The fee for the Services provided pursuant to this Agreement is \$58.00 per hour for Occupational Therapy and \$60.00 per hour for Physical Therapy. Evaluations for services set forth in Section 2 shall include all related scoring and reporting, as well as all participation in IEP meetings. Four times per year Quarterly Progress Reports will be completed for each student in which HLC is engaged to provide Services. Extended School Year (ESY) recommendations will be done one time per year for those students in which HLC is engaged to provide Services. Based on the requirements of the School Based Access Program (SBAP), Daily Service Logs will be completed for all eligible students.
5. **Additional Services:** Additional Services shall be provided pursuant to this Agreement at the request of the School. Said Additional Services will be set forth in Appendix A. HLC shall not provide services other than those described in this Agreement including Appendix A unless it has obtained prior express approval in writing from the School to provide said services.
6. **Independent Contractor Status:** HLC is an independent contractor to the School. HLC and its employees and Service Providers, shall not be considered employees or agents of the School.
7. **Taxes:** HLC is responsible for all taxes that may be imposed in any way with respect to the services that it provides to the School under this Agreement. The taxes for which HLC is responsible include, but are not limited to Local, State, and Federal income and wage taxes and assessments and Social Security taxes.

8. **Payment Terms:** Payment for services is due and payable within thirty (30) days of the invoice date. There is a 0.5% monthly finance charge assessed on any balance that is unpaid thirty-one (31) days from the date of the invoice. Each invoice shall set forth the name of student, service provided, the number of hours worked, the hourly rate, the date(s) that services were provided and the amount owed for the preceding month.

9. **Termination:** Either party to this Agreement may terminate this Agreement by giving the non-terminating party sixty (60) days prior written notice of its intent to terminate. In the event that this Agreement is terminated before the end of the term by the School, HLC shall be entitled to payment for Services and Additional Services already completed based on the hourly rate provided in Paragraph 4 of this Agreement and the rates provided in Appendix A.

10. **Reimbursement for Expenses:** HLC shall not be entitled to reimbursement from the School for expenses associated with Services provided pursuant to this Agreement.

11. **Professional Liability Insurance:** HLC shall maintain proper and adequate professional liability insurance covering claims related to services of all HLC employees and Services Providers in an amount not less than the greater of \$1,000,000 per claim and \$3,000,000 per incident.

12. **Child Abuse Clearances/Criminal History Checks/Tuberculin Testing:** For personnel providing Services, HLC shall complete an employment history review in compliance with Section 111.1 of the Public School Code. Employees of HLC providing Services or Additional Services shall have current child abuse and criminal history record background clearances under Acts 34, 114, and 151. HLC shall submit a report of Federal and State criminal history record information as provided for in Section 111 of the Pennsylvania School Code of 1949 and an Official Clearance Statement regarding child injury or abuse as required by 23 Pa. C.S. § 6354 et seq. to the School before HLC provides services to the School under this Agreement. In addition to satisfying pre-existing employment requirements under Public School Code of 1949 and 23 Pa. C.S. § 6354, all employees of HLC will complete Section 1 of the Commonwealth of Pennsylvania Sexual Misconduct/ Abuse Disclosure. As provided for by 28 Pa. C.S. 23.44, all employees of HLC shall have current tuberculin testing and the provision of proof of such testing shall be provided to the School before HLC provides services to the School under this Agreement. HLC shall be solely responsible for the costs of complying with this paragraph of this Agreement and HLC shall have no claim against the School for any delay caused by HLC's failure to meet the requirements of this paragraph. HLC shall not under any circumstances provide Services or Additional Services without first providing the School with the documents required in this paragraph of the Agreement.

13. **Recruitment:** It is agreed that the School will not in any way attempt to recruit HLC personnel while they are providing services under the terms of this Agreement or for two (2) years following the last date on which the HLC personnel provides services to the School.

14. Confidentiality of all Information and Records: HLC shall maintain complete confidentiality as defined and required by the School for all information and records obtained from the School.

15. Compliance with Laws regarding Education Records: HLC acknowledges that the School is bound by Federal and State laws regarding the compilation, maintenance, and release of educational records. HLC shall comply with all applicable Federal and State laws regarding the confidentiality of educational records of the School and the School's students including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99).

16. Records: At the request of the School, HLC shall provide to the School copies of all records (including all electronic records) obtained or generated by HLC to fulfill its obligations under this Agreement within five (5) business days of the request by the School. HLC shall provide such records regardless of any dispute then existing between HLC and the School. HLC's obligations under this paragraph shall survive the expiration or earlier termination of this Agreement.

17. Indemnification: HLC shall defend, indemnify and hold harmless the School, its officers, agents, and employees from and against any and all costs, expenses (including reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by a third party for tangible property damage or bodily injury (including death) as a result HLC's or its employees' or agents' negligent acts or omissions pursuant to this Agreement.

18. Methods of Providing Notice: All notices required to be given under this Agreement shall be in writing unless otherwise indicated. Notice shall be sent by United States Certified or Registered First-Class Mail, Return Receipt Requested, or with any reputable overnight delivery company, postage prepaid, and addressed to the proper party at the addresses given in this paragraph below. Notice shall be deemed given three days after it has been deposited with the United States Post Office or with any reputable overnight delivery company.

Unless otherwise set forth in this Agreement, notice to the School shall be sent to:
Plum Borough School District
900 Elicker Road
Plum, PA 15239

Notice to the HLC shall be sent to:
The Hope Learning Center
12300 Perry Highway, Suite 100
Wexford, PA 15090

19. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability

shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been in this Agreement.

20. Cumulative Rights and Remedies: The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided by this Agreement are in addition to any other rights and remedies the parties may have by law, statute, regulation, ordinance, or otherwise.

21. Waiver of Default: No waiver by the parties to this Agreement of any default or breach of any term of this Agreement shall be deemed to be a waiver of any other default or breach of the same term or any other term contained within this Agreement.

22. Assignment: Neither party to this Agreement shall assign its rights or obligations under this Agreement to any third party without the written consent of the other party.

23. Headings: The headings used in this Agreement are for ease of reference only and do not constitute parts of this Agreement.

24. Governing Law: This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

25. Entire Agreement: This Agreement constitutes the entire agreement between the School and the Contractor with respect to the subject matters of this Agreement. This Agreement supersedes all prior oral or written agreements and understandings on the same subject matter.

26. Amendment: No amendment or modification of the terms of this Agreement shall be binding unless the amendment or modification is made subsequent to the effective date of this Agreement, is in writing, and is properly executed by all of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands each by its duly authorized representatives.

Plum Borough School District

Print Name

Title

Signature

Date

The Hope Learning Center

Print Name

Title

Signature

Date