

ATTACHMENT #2 - September 3, 2024

LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR PERSONAL CARE ASSISTANT SERVICES

Current School Year: 2024-2025

The contract for Personal Care Assistant (PCA) services (“Agreement”) is made on **SEPTEMBER 3, 2024** by and between Lancaster-Lebanon Intermediate Unit 13 (LLIU13) and **WARWICK SCHOOL DISTRICT**.

BACKGROUND

LLIU13 has an extensive background in providing Personal Care Assistants (PCA). **WARWICK SCHOOL DISTRICT** desires to obtain PCA services from LLIU13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. **Engagement:** **WARWICK SCHOOL DISTRICT** has identified a need for school-based PCA services per the Individualized Education Plan (IEP) for each student and desires to engage LLIU13 for the fulfillment of that need. LLIU13 agrees to provide such services through qualified PCA’s.
2. **Term:** The term of Agreement will be for the duration of the current school year.
3. **Professional Services:** LLIU13 will furnish PCAs to provide services as requested by **WARWICK SCHOOL DISTRICT** and required by an individual student’s IEP. If LLIU13 is unable to provide services for a student or students, the **WARWICK SCHOOL DISTRICT** will be informed within ten (10) days of making the request for services.

To initiate Services:

- a. A Supplemental Request Form is submitted by the **WARWICK SCHOOL DISTRICT** to the program contact at LLIU13.
- b. LLIU13 will respond to **WARWICK SCHOOL DISTRICT** within ten (10) days to confirm that LLIU13 has initiated a search to provide services for the student or students.
- c. Each Supplemental Request Form will be considered as an addendum to this fully executed master contract. These forms will also be used to trigger services and the associated billing, Billing will begin when a PCA is hired and begins providing services or a substitute is placed in the position to provide services.
- d. A copy of this form will be included in the student’s file.

Interruption of Services:

- a. Once a student begins receiving services, the district will need to complete a Supplemental Services Request Form for any change or interruption in the services (withdrawal, move, etc.). This form will be used to trigger changes to the services provided and any changes needed to the associated billing.

- b. A copy of this form and/or request is included in the student's file.

End of Services:

- a. When services are complete or the **WARWICK SCHOOL DISTRICT** requests termination of the services, a Supplemental Services Request Form should be completed by the district and submitted to the program contact at LLIU13. This form will be used to trigger termination of the services and the associated final billing.
- b. A copy of this form is included in the student's file.

PCAs will prepare appropriate documentation concerning the services rendered.

LLIU13 and **WARWICK SCHOOL DISTRICT** each represent that services will be requested and provided without regard to race, color, religion, gender orientation, creed, gender, disability, age, genetics, national origin and/or any other characteristic protected by applicable law

4. Qualifications: All PCAs furnished by LLIU13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. LLIU13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each PCA who will have direct contact with students.

5. Service Rates: LLIU13 services will be billed at the rate of **\$45.75** per hour for a full-time PCA and **\$25.50** per hour for a part-time PCA for the current school year. These rates apply to, but are not limited to, the provision of instructional, behavioral, and personal care support as outlined in the student's Individual Education Plan under the direction of the classroom teacher. An invoice describing the student services provided by the PCA will be generated and furnished to **WARWICK SCHOOL DISTRICT** monthly.

6. Billing Procedures: LLIU13 will invoice **WARWICK SCHOOL DISTRICT** for services monthly with payment due thirty (30) days from the invoice date.

7. Independent Contractor: LLIU13 is and shall remain an independent contractor for the provision of the services as set forth in this Agreement; the relationship between LLIU13 and **WARWICK SCHOOL DISTRICT** shall be that of an independent contractor and principal. **WARWICK SCHOOL DISTRICT** shall not provide any other compensation or benefit to, or for the benefit of, any PCA(s) providing services under this Agreement. Nothing contained in the Agreement will be construed to constitute LLIU13, or any PCA providing services, as an employee or agent of **WARWICK SCHOOL DISTRICT**; nor shall LLIU13 or **WARWICK SCHOOL DISTRICT** have any authority to bind the other in any respect.

8. Student Information: LLIU13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally

identifiable information regarding students (“Student Information”). Lancaster-Lebanon IU13 shall be bound by the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Act (“PPRA”) and any other applicable federal, state and/or local statute or regulation regarding Student Information.

LLIU13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. LLIU13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to LLIU13 employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. If LLIU13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, LLIU13 shall provide **WARWICK SCHOOL DISTRICT** with prompt written notice of any such request or requirement so that **WARWICK SCHOOL DISTRICT** may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, LLIU13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, LLIU13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that LLIU13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with LLIU13, LLIU13 shall return all Student Information to **WARWICK SCHOOL DISTRICT**, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist LLIU13 and **WARWICK SCHOOL DISTRICT** in defending any claim by the student and/or the student’s parents or natural guardians. LLIU13 shall certify in writing to **WARWICK SCHOOL DISTRICT** that such action has been taken notwithstanding the return of the information; LLIU13 shall continue to be bound by its confidentiality obligations hereunder.

9. Indemnification: Both parties are protected under the Commonwealth of Pennsylvania’s Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.
10. Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may

include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either party shall orally notify the other party within forty-eight (48) hours of a force majeure event and in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

11. Termination: Either Party may terminate this Agreement with 30 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision.

12. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

13. The persons signing this Agreement individually warrant that he or she has full legal power to execute this Agreement on behalf of the behalf of each entity, and to bind and obligate the entity with respect to all provisions contained in this Agreement.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to LLIU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: _____
School District Superintendent

September 4, 2024
Date

September 3, 2024
School District Board Approval Date

By: _____
Lancaster Lebanon Intermediate Unit 13

Date