



## SERVICE AGREEMENT

This AGREEMENT is made this 28th day of September 2022, by and between WARWICK SCHOOL DISTRICT located at 301 West Orange Street, Lititz, PA 17543 (hereinafter referred to as "FACILITY") and EXCENTIA HUMAN SERVICES, a Pennsylvania non-profit agency located at 1810 Rohrerstown Road, Lancaster, Pennsylvania 17601 (hereinafter referred to as "PROVIDER") for services for \_\_\_\_\_, participant at WARWICK SCHOOL DISTRICT WHEREAS FACILITY desires to obtain the services outlined below through an independent contractor WHEREAS PROVIDER; as an independent contractor, wishes to provide the services outlined desired by FACILITY; NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, FACILITY and PROVIDER mutually agree as follows:

1. **Relationship between the Parties:** PROVIDER shall at all times be an independent contractor with FACILITY. As an independent contractor, PROVIDER shall be responsible to pay applicable federal, state, and local income and employment taxes and provide worker's compensation coverage for its employees and agents providing services under this Agreement and will receive no employee benefits from FACILITY.
2. **Regulations, Standards and Policies:** PROVIDER shall comply with applicable state and federal government regulations, certification requirements and professional standards, and applicable FACILITY policies and procedures. All services provided under this Agreement shall be performed by an employee of the PROVIDER and oversight by a Program Director or appropriate designee thereof.
3. **Scope of Services:** The scope of the services provided by EXCENTIA HUMAN SERVICES is indicated below. EXCENTIA HUMAN SERVICES shall provide documentation of such services in a manner consistent with professional standards and FACILITY'S requirements.

**Behavioral Support:** Behavioral Supports are provided by a Behavioral Specialist or Behavioral Specialist Assistant. The Behavioral Specialist provides descriptive and systematic behavioral assessments and provides behavioral interpretations of the results. The Behavioral Specialist designs and supervises the behavioral plan and interventions. The Behavioral Specialist Assistant practices under the supervision of the Behavioral Specialist. The Behavioral Specialist Assistant is responsible for direct implementation of skill-acquisition and behavior reduction plans within the treatment plan developed by the Behavioral Specialist.

**Community Participation Supports-Site Based:** Community Participation Supports provide opportunities for people to integrate themselves into their community while also providing opportunities for site-based activities. The program encourages social readiness and skill development, while growing one's independence and confidence. Individuals learn to self-advocate and take responsibility of oneself while being provided choice and control.

**Community Participation Supports-Community Based:** Community-based supports help people with intellectual and developmental disabilities become connected within their community. The program provides participants the tools they need to gain personal and professional independence through volunteer work. Participants explore various locations based on their skills, interests, and needs. With the help of support staff, participants make contacts through Lancaster County, set up daily volunteer schedules, work toward desired outcomes and build interpersonal skills.

**Communication Specialist:** The Communication Specialist practices under the close, ongoing supervision of a Speech-Language Pathologist (SLP). The Communication Specialist is primarily responsible for the initial assessment conducted with the individual's ISP team and direct implementation of skill-acquisition and trialing of communication systems or devices within the plan developed with the SLP.

**Speech-Language Pathologist:** The Speech-Language Pathologist (SLP) conducts systematic and functional assessments and provides analytic interpretations of the results. The SLP determines the

appropriate system or device for the individual and completes all documentation required by medical insurance to obtain these systems or devices and makes referrals for additional services as needed. The SLP may work in conjunction with other team members in developing and effectively implementing appropriate assessment and intervention methods for all settings. The SLP may also assist with the development of training curriculums as needed.

**Training Services:** The PROVIDER will provide training services to the FACILITY as agreed.

**Other/Additional Information:** Services are requested for the entire 2022/2023 school term, for direct and indirect services rendered during school hours, not otherwise supported through county or waiver funding.

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4. **Time of Performance:** Hours provided by PROVIDER per consultation request made by the FACILITY shall be determined by the client's individual service plan and will be scheduled in advance at the mutual convenience of both parties. The number of consultations and hours of service provided under this Agreement will depend upon the needs of FACILITY and the availability of PROVIDER.
5. **Support of Consultation Services:** FACILITY shall make available to PROVIDER; background information and records required for the performance of services and provide appropriate physical space.
6. **Fees:** FACILITY shall compensate PROVIDER based on the scope of service and the Service Agreement Fee Schedule outlined in Attachment A. Such rates will be reviewed by PROVIDER AND FACILITY prior to beginning services. The service rate and fee schedule will not change during the term of the Agreement unless otherwise authorized hereof.
7. **Billing and Payment:** PROVIDER shall submit an invoice to the FACILITY for services rendered under this Agreement monthly per the Invoice Submission outlined in Attachment B. FACILITY shall make payment to PROVIDER no later than (30) days from the receipt of PROVIDER'S invoice.
8. **Confidentiality:** PROVIDER agrees to maintain the confidentiality of records and any client information in accordance with FACILITY'S policies and applicable laws, regulation, and professional standards.
9. **Term:** This Agreement shall commence on the Effective Date and will be in effect for One (1) Year(s) unless terminated as set forth herein. The Agreement will automatically renew for One (1) Year(s) period thereafter. If changes to the Agreement are needed, a new Agreement will be signed by both FACILITY and PROVIDER. Either party may terminate this Agreement without cause with written notification to the other party at least thirty (30) days prior to the proposed termination date.
10. **Mutual Indemnification:** Each party agrees to indemnify and hold the other party harmless from any and all costs, claims, liabilities, damages or judgements and the like, including reasonable attorney's fees, arising out of or attributable to its own negligent acts or omissions in the performance of its respective obligations under this Agreement.
11. **Insurance:** PROVIDER shall maintain liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate at all times during the Term of this Agreement. PROVIDER shall maintain Worker's Compensation coverage with Pennsylvania statutory limits. PROVIDER shall provide evidence of such coverage upon request of the FACILITY.
12. **Nondiscrimination:** PROVIDER agrees to provide services without regard to race, color, religion, sex, age, national origin, disability, or other category protected by Federal, State, or Local laws.

- 13. **Non-Exclusivity:** This Agreement is non-exclusive. PROVIDER and FACILITY may enter similar contracts with other parties without limitation.
- 14. **Amendments:** This Agreement may be amended at any time with the mutual written consent of the parties.
- 15. **Assignability:** This Agreement is not assignable by either party except with prior written consent of the other party. Notwithstanding the forgoing, PROVIDER is permitted to assign this Agreement to its affiliates without the written consent of FACILITY.

**FACILITY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXCENTIA  
HUMAN SERVICES**

Signature:  \_\_\_\_\_

Print Name: Cory Cox

Title: Director of Community Life

Date: 9/28/2022



## ATTACHMENT A

### SERVICE AGREEMENT FEE SCHEDULE 2022

SERVICE	FEE
BEHAVIORAL SPECIALIST AND BEHAVIORAL SPECIALIST ASSISTANT	\$22.08/unit
COMMUNICATION SPECIALIST	\$16.89/unit
COMMUNITY PARTICIPATION SUPPORTS-SITE BASED	\$12.40/unit
COMMUNITY PARTICIPATION SUPPORTS-COMMUNITY BASED	\$12.81/unit
SPEECH AND LANGUAGE THERAPY	\$22.00/unit
TRAINING SERVICES	Specified by training

A unit is equal to 15 minutes. Number of units needed per service is determined by the PROVIDER in collaboration with the Support Team (FACILITY, PROVIDER, Participant, Service Coordination, Parent/Caregiver, etc.).



## ATTACHMENT B

### CONTACT FOR INVOICE SUBMISSION

PLEASE SEND INVOICE(S) FOR SERVICES TO:

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*FACILITY REPRESENTATIVE*

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*TITLE*

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*PHYSICAL ADDRESS TO INCLUDE DEPARTMENT AND SUITE # IF APPLICABLE*

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*PHONE*

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*FAX*

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*EMAIL*

PLEASE SELECT THE PREFERRED METHOD OF INVOICE DELIVERY:

- Mailed                       Faxed                       Emailed