

Student ID #

42834



## AGREEMENT

Between: George Crothers Memorial School ("APPROVED PRIVATE SCHOOL")  
401 Rutgers Avenue  
Swarthmore, PA 19081

and: Penn Delco School District ("SENDING DISTRICT")  
95 Concord Road  
Aston, PA 19014

Terms of the AGREEMENT are as follows:

1. Nature of the Services to be Performed. One on one staff in accordance with the Individualized Education Program ("IEP") of the student named in paragraph 3.
2. Date(s) and Frequency of Services to be Performed. 5 days a week, September 8, 2020 or first school entry date through June 17, 2021 (or last day of school).
3. Student. The individual who will receive direct benefits from the services to be performed is [REDACTED] ("Student").
4. Necessity of the Service. Student must have a one on one staff due to a medical condition and/or behavior.

Payment Terms. The fee will be 211.69 per day. APPROVED PRIVATE SCHOOL will submit monthly bills to SENDING DISTRICT indicating number of days provided and total fee due.

5. Payment for services will be rendered upon receipt of monthly bill.

6. Termination. (1) By mutual written agreement of the parties to this AGREEMENT; or (2) by either party to the AGREEMENT upon 30 days prior written notice to the other to this AGREEMENT.

7. Contact. The employees who are responsible for APPROVED PRIVATE SCHOOL are Julia Alleman, Chief Executive Officer and Kathy Krueger, Education Director; the contact for APPROVED PRIVATE SCHOOL regarding any arrangements or questions pursuant to this AGREEMENT is Alena Subacus, Admissions Coordinator.

8. Equal Opportunity. APPROVED PRIVATE SCHOOL is committed to serving students referred to the APPROVED PRIVATE SCHOOL without regard to race, color, religion, or national origin.

9. Attendance Records. The APPROVED PRIVATE SCHOOL will keep attendance records that will be submitted with the monthly bill. The Student's absence from the School shall not constitute a termination of this agreement nor reduce any amount that the SENDING DISTRICT is obligated to pay hereunder without the APPROVED PRIVATE SCHOOL'S prior written consent.

10. Privacy. The parties to this AGREEMENT intend to protect the privacy and provide for the security of Protected Health Information that may be disclosed pursuant to the execution and performance of this AGREEMENT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501.

11. Insurance. APPROVED PRIVATE SCHOOL agrees to maintain for itself and for its agents, employees, and any other personnel rendering Services under this Agreement provided hereunder, (a) general liability insurance (including coverage for acts of molestation, neglect and/or abuse); and (b)

professional liability insurance, as it may be needed, and all other insurance required by law to provide Services under this Agreement. All insurance policies shall be maintained with the companies licensed and authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the SENDING DISTRICT upon request.

12. Indemnification. APPROVED PRIVATE SCHOOL shall defend, indemnify and save the SENDING DISTRICT harmless from any and all claims, damages, demands, liabilities, costs and expenses, including court costs and attorney's fees, from third parties which arise out of or are related to APPROVED PRIVATE SCHOOL'S acts, omissions, or performance of its obligations under this Agreement. This obligation for indemnification by APPROVED PRIVATE SCHOOL shall not apply with respect to any claim, damage, demand, liability, cost or expense allegedly arising from the SENDING DISTRICT'S negligence or willful misconduct. APPROVED PRIVATE SCHOOL shall retain counsel and provide a defense, and the SENDING DISTRICT agrees to cooperate fully in all respects with such defense.

13. Integration/Amendment. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof and supersedes any prior understanding or written, or oral or implied-in-fact or implied-in-law agreements between the parties respecting the subject matter contained herein. This Agreement may be amended only in writing signed by both parties hereto.

14. Governing Law. This Agreement shall be construed in accordance with and interpreted under the laws of the Commonwealth of Pennsylvania without reference to conflict of law principles and the parties agree that the Court of Common Pleas of venue in Delaware County, Pennsylvania, shall have personal jurisdiction over each of them and is the sole and exclusive venue for any dispute arising out of or relating to this AGREEMENT.

15. Compliance with Federal, State and Local Law. APPROVED PRIVATE SCHOOL agrees and warrants that it will comply with all federal, state and local law relating to APPROVED PRIVATE SCHOOL'S actions or performance of its obligations under this Agreement, including but not limited to the Individuals with Disabilities Act (IDEA); 34 C.F.R. 300 and 301; 22 Pa. Code Chapters 14 and 15; requirements regarding criminal history and/or child abuse clearances.

16. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable portion thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

17. This AGREEMENT consists of three typewritten pages.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 15th day of July, 2020.

GEORGE CROTHERS MEMORIAL SCHOOL

Julia Alleman <sup>(R)</sup>  
Julia Alleman, CADES Chief Executive Officer

7/15/2020  
Date

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Penn Delco School District

\_\_\_\_\_  
Date

REVISED: 8/2018, 7/2019, 7/2020