

Student ID #
43486



AGREEMENT

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

and: Penn-Delco School District ("SENDING DISTRICT")
2821 Concord Road
Aston, PA 19014

Terms of this AGREEMENT (the "AGREEMENT") are as follows:

1. Nature of the Services to be Performed. Self-contained special education program 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. School-aged children are entitled to a free and appropriate education including, as in the case of Student, in accordance with an approved IEP.

Payment Terms. The fee will be \$365.50 per day for the basic special education program (includes baseline speech, occupational and physical therapy) as well as additional intensive supports or \$65,790.00 per year (180 school days). APPROVED PRIVATE SCHOOL will submit monthly bills to SENDING DISTRICT indicating number of education days provided and total fee due.

5. Payment for services will be rendered within thirty (30) days after receipt of a properly detailed invoice.

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. Termination shall not take effect and Student shall not be disenrolled until Student's parent or legal guardian has consented in writing or, in the absence of such consent, until the change of placement is approved by final order of a hearing officer, appeals panel, or court. Notwithstanding the foregoing, the Approved Private School agrees to comply with the stay-put procedural safeguard provisions of 20 U.S.C. §1415."

If the APPROVED PRIVATE SCHOOL determines that it can no longer appropriately serve the Student, the SENDING DISTRICT shall take all available steps to obtain an appropriate alternative program and to effectuate a transfer to that program. This responsibility on the part of the SENDING DISTRICT does not negate or reduce the right of the APPROVED PRIVATE SCHOOL to discharge the student in a manner consistent with applicable law under such circumstances.

7. Contact. The employee who is responsible for APPROVED PRIVATE SCHOOL is Kathy Krueger, School Director; the contact for APPROVED PRIVATE SCHOOL regarding any arrangements or questions pursuant to this AGREEMENT is Aleña Subacús, Admissions Coordinator.

8. Equal Opportunity and Non-Discrimination. APPROVED PRIVATE SCHOOL shall serve students referred to the APPROVED PRIVATE SCHOOL without regard to sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

9. Attendance Records. The APPROVED PRIVATE SCHOOL shall keep attendance records that shall be submitted with the monthly bill. The Student's absence from the APPROVED PRIVATE SCHOOL shall not constitute a termination of the Student's enrollment nor reduce any amount that the SENDING DISTRICT is obligated to pay hereunder without the APPROVED PRIVATE SCHOOL'S prior written consent. The SENDING DISTRICT shall receive notice of the STUDENT'S absence in excess of 5 consecutive days for the purposes of convening an IEP Team Meeting.

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 reasonable 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 or reckless disregard or bad faith. APPROVED PRIVATE SCHOOL shall retain counsel and provide a defense, and the SENDING DISTRICT agrees to cooperate fully in all respects with such defense.

In addition, APPROVED PRIVATE SCHOOL shall defend, indemnify and save CADES harmless from any and all claims, damages, demands, liabilities, costs and expenses, including court costs and reasonable attorney's fees, from third parties that arise out of or are related to APPROVED 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 CADES gross negligence. APPROVED PRIVATE SCHOOL shall retain counsel and provide a defense and CADES 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 Courts of Common Pleas of venued in Delaware County or Chester County, Pennsylvania, shall have personal jurisdiction over each of them 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; the Family Educational Rights and Privacy Act (FERPA); 22 Pa. Code Chapters 14 and 15; and any requirements regarding employment history reviews, criminal history and/or child abuse clearances/certifications and background checks.

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. Modification. Modifications to this AGREEMENT shall be in writing, signed by the parties.

18. Assignment/Subcontracting. No assignment of this AGREEMENT or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. None of the work or services covered by this AGREEMENT may be subcontracted without the prior written approval of the SENDING DISTRICT.

19. Right to Know Law. APPROVED PRIVATE SCHOOL agrees that, when requested by the SENDING DISTRICT, it will cooperate with the SENDING DISTRICT in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for

public records made under such laws. This provision does not obligate the APPROVED PRIVATE SCHOOL to create any record other than the written report to the SENDING DISTRICT.

20. Use of SENDING DISTRICT'S Name/Logo. APPROVED PRIVATE SCHOOL shall not use the SENDING DISTRICT'S name or logo without the express written authorization of the SENDING DISTRICT.

21. Promotional Materials. APPROVED PRIVATE SCHOOL agrees not to utilize any materials prepared in connection with the services rendered under this AGREEMENT for the purpose of promotion without the prior written consent of the SENDING DISTRICT.

22. Confidentiality and Non-Disclosure. APPROVED PRIVATE SCHOOL shall treat information obtained through the performance of this AGREEMENT in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the SENDING DISTRICT.

23. Training. APPROVED PRIVATE SCHOOL represents that all employees, agents, or representatives performing services under this AGREEMENT have received mandatory child abuse training in compliance with 24 P.S. §12-1205.6, or, in the alternative, APPROVED PRIVATE SCHOOL agrees to ensure that all such individuals receive such training prior to performing services under this AGREEMENT.

24. Independent Contractor Status. APPROVED PRIVATE SCHOOL shall at all times be an independent contractor and not an employee, agent or representative of the SENDING DISTRICT.

25. Notice. Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to other addressee as shall be set forth in a notice given in the same manner):

If to the APPROVED PRIVATE SCHOOL:
George Crothers Memorial School
401 Rutgers Avenue
Swarthmore, PA 19081

Attention:

If to the SENDING DISTRICT:

Penn-Delco School District
2821 Concord Road
Aston, PA 19014
Attention:


If to CADES:

CADES
401 Rutgers Avenue
Swarthmore, PA 19081
Attention: Julie Alleman, CEO

26. Return Date. This AGREEMENT shall be signed and returned no later than 30 days after its receipt. After 30 days and three documented attempts made to acquire a signature for this AGREEMENT from the SENDING DISTRICT, the STUDENT's signed NOREP and/or IEP will act as the agreed upon educational document between the SENDING DISTRICT and APPROVED PRIVATE SCHOOL.

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, a Division of CADES.

Julie Alleman 
Julia Alleman, CADES Chief Executive Officer

7/15/2020
Date

Penn-Delco School District

Date