

**WOODS**  
**PURCHASE OF SERVICES AGREEMENT**

This Agreement (“AGREEMENT”) made and effective on the date set forth below, by and between WOODS SERVICES, INC., a Pennsylvania not for profit corporation (hereinafter referred to as “WOODS”) and **WELLSBORO AREA SCHOOL DISTRICT** (hereinafter referred to as “PURCHASER”) (also referred to individually as the “PARTY” and together as the “PARTIES”).

WHEREAS, PURCHASER desires to purchase from WOODS certain services (“SERVICES”) according to terms and conditions set forth in this Agreement,

WHEREAS, WOODS is willing to provide the SERVICES according to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the PARTIES agree as follows:

1. PURCHASER agrees to purchase and WOODS agrees to provide the SERVICES, which shall consist of **Residential, Extended School Year Education and 1:1 Aide for Drew Holderby** (“CLIENT”) in a manner determined by WOODS to be reasonable and appropriate to the needs of the CLIENT. In addition, should WOODS at any date following admission deem the CLIENT to be clinically inappropriate, WOODS will notify PURCHASER in writing and discharge plans will immediately be implemented in partnership with the PURCHASER.

2. The PURCHASER agrees that the costs and expenses of the SERVICES for the term of this contract are as follows:

|   |                  |
|---|------------------|
| Residential \$502.00 per day for (366 days)         | \$183,732.00     |
| ESY \$360.96 per program day (30 days)              | 10,828.80        |
| 1:1 Aide Services 6.5 hrs. (218 days) @ \$32.00/hr. | <u>45,344.00</u> |

**2019-20 Total    \$239,904.80**

(“CONTRACT PRICE”) which PURCHASER agrees are fair and reasonable. Unless otherwise stated herein, the costs and expenses to be paid by PURCHASER for the SERVICES shall be for the full year (12 consecutive months).

3. The term of this Contract shall be from July 1, 2019 to June 30, 2020. Unless other arrangements are agreed to in writing by the PARTIES in advance, CLIENT will be discharged no later than June 30, 2020.

4. The CONTRACT PRICE shall not be reduced because of the absence of CLIENT from any program that is part of or complements the SERVICES; the sole exception being if CLIENT

Attachment X1-1A

is hospitalized for a period of more than ten (10) consecutive days, in which event, PURCHASER shall receive a credit in an amount determined by WOODS in its sole and complete discretion.

5. PURCHASER shall be given thirty (30) days' notice in writing of the intention of WOODS to terminate services to CLIENT. PURCHASER agrees to work with the Parent and WOODS to have the CLIENT removed in accordance with IDEA and other applicable laws.

6. WOODS agrees to provide information, expertise and other medical and educational information that is reasonably necessary to assist the PURCHASER identify and recoup funding from other potential agencies.

7. As a condition of this Agreement, the PURCHASER agrees to be fiscally responsible for the residential, Extended School Year education, and 1:1 costs from the date of admission. The PURCHASER is free to recoup funding from additional sources, including the Tioga County Department of Human Services. However, the PURCHASER must do it on its own accord.

8. PURCHASER shall provide written evidence of CLIENT'S current medical insurance to WOODS prior to and as a condition of admission. PURCHASER will do everything in its power to ensure that medical insurance coverage is in force during CLIENT'S enrollment and that all medical expenses are covered by medical insurance and parents of CLIENT.

9. In the event the CLIENT is held for a holdover term, PURCHASER shall be financially responsible for all extended school year education, residential 1:1 aide services at our published and prevailing rate.

10. WOODS agrees to provide reasonable assistance to PURCHASER in pursuing reimbursement from the Department of Human Services, Medical Assistance and CCBH.

11. This Agreement shall be governed by and construed according to the substantive laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. The PARTIES hereby consent to the exclusive jurisdiction of the Bucks County Pennsylvania Court of Common Pleas to hear and determine all issues and matters in difference arising out of relating to or pertaining to this Agreement.

12. All notices required under this Agreement should be in writing and shall be deemed to be received if transmitted by one PARTY to the other PARTY by one of the following methods: recognized overnight mail service; USPS certified mail; return receipt requested; or electronically if receipt of same is verified (other than "rate" letters from WOODS to PURCHASER which may be sent by ordinary first class mail) and to the following notice PARTIES at the following addresses:

If to Purchaser:

Name: Wellsboro Area School District  
Full Address: 227 Nicholas Street, Wellsboro, PA 16901  
Responsible person: Dr. Elizabeth Barnhart  
lbarnhart@wellsborosd.org Phone: (570) 724-0369

If to Woods:

Woods Services, Inc.  
40 Martin Gross Dr., Langhorne, PA 19047  
Attn: Elena Kolye, Business Systems Specialist  
Phone: 215 750-4285 Email: contractadmin@woods.org

Changes in the above addresses or contact persons of either PARTY shall be communicated in writing to the other PARTY within ten (10) days of the occurrence of same.

13. This Agreement shall not be modified except by virtue of a subsequent writing executed by the PARTIES.

14. This Agreement shall become effective on the earlier of the date that the SERVICES are first rendered or the date last below written.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seal the dates below written.

WOODS SERVICES, INC.

\_\_\_\_\_  
WITNESS

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

By: \_\_\_\_\_  
Print Name: Thomas W. Grant  
Title: EVP & CFO

PURCHASER

\_\_\_\_\_  
WITNESS

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

By: \_\_\_\_\_  
Print Name: Dr. Brenda Freeman  
Title: Superintendent

WELLSBORO AREA SCHOOL DISTRICT  
WELLSBORO, PA

**PROGRAM SERVICES:**

**2019-2020 RATES**

| <u>Client Name</u> | Residential Day Program |             | Education |             | 1:1 Aide | Total   |
|--------------------|-------------------------|-------------|-----------|-------------|----------|---------|
|                    | <u>Cost</u>             | <u>Cost</u> | ESY       | <u>Cost</u> |          |         |
| Drew Holderby      | \$ 183,732              |             | \$ 10,829 | \$ 45,344   | \$       | 239,905 |



\* Rates for 1:1 special aid services are \$32.00 per hour