

CONTRACT FOR PEDIATRIC THERAPY SERVICES

This contract is made and entered into this ____ day of _____, 2022 between UPMC Wellsboro (“UPMCW”) located at 32-36 Central Ave, Wellsboro, PA 16901 and the Wellsboro Area School District, whose administrative offices are located at 227 Nichols St, Wellsboro, PA 16901 (“District”).

WHEREAS, UPMCW is a Pennsylvania nonprofit corporation that is an affiliate of UPMC and is a tax-exempt charitable health care organization described in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, UPMCW employs pediatric rehabilitation medicine therapists (Therapists) licensed to practice in the Commonwealth of Pennsylvania, specializing in Occupational Therapy, Physical Therapy and Speech Therapy;

WHEREAS, UPMCW agrees to provide Therapists to the District at locations as the parties may agree upon; and District desires to obtain the services of Therapists for District students.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

1. Obligations of UPMCW. UPMCW hereby agrees to provide Therapists to provide occupational therapy (“OT”) services (“Services”) for District’s school age students as follows:
 - 1.1 To provide direct OT Services based on the individual student’s evaluation results and the planned intervention goals on the individual education plan (IEP).
 - 1.2 To provide consultative OT Services based on the individual student’s evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
 - 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school-based settings.
 - 1.4 To aide in the development of IEPs for students for the 2022-23 school year based on students’ identified needs.
 - 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.
 - 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.

- 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
 - 1.8 To complete all required billing for eligible students per District guidelines.
 - 1.9 To provide documentation of professional licensure and liability insurance.
2. Obligations of District.
- 2.1 The District and UPMCW will designate a single point of contact to discuss programming and contract performance.
 - 2.2 The District will obtain written parent permission and physician referral for students.
 - 2.3 The District hereby agrees:
Occupational Therapy 2022-23 School Year Fee **\$ 65,250.00**
*** Ten (10) monthly payments of **\$ 6,525.00** September – June
3. Term and Termination. The Services described in the contract will be provided on the following date(s): August 29, 2022 through June 8, 2023. This Agreement may be terminated without cause upon thirty (30) days written notice to the other party, except no such termination shall be effective until the date of the end of the District's current school year.
4. Compensation and Method of Payment. UPMCW will submit an invoice for Services within 10 days of the close of the month in which Services were provided. Payment shall be made by District within thirty (30) calendar days of the receipt of the invoice.
5. Indemnity and Insurance Requirements.
- 5.1 UPMCW's Indemnity Obligation. UPMCW shall indemnify and hold harmless the District, its officers, agents, employees and assigns ("District Indemnified Parties") from and against all third-party claims, losses, costs, damages, expenses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by District Indemnified Parties (collectively, "District Losses") arising out of UPMCW Therapists' negligence in the performance or lack of performance of Services under this Agreement; provided, however, the foregoing indemnity agreement shall not apply to District Losses attributable to a District School Indemnified Parties' actions or inactions. All of UPMCW's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

5.2. The District's Indemnity Obligation. The District shall indemnify and hold harmless UPMCW, its officers, agents, employees and assigns ("UPMCW Indemnified Parties") from and against all third-party claims, losses, costs, damages, expenses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by UPMCW Indemnified Parties (collectively, "UPMCW Losses") arising out of District Indemnified Parties negligence in the performance or lack of performance of Services under this Agreement; provided, however, the foregoing indemnity agreement shall not apply to UPMCW Losses attributable to a UPMCW Indemnified Parties' actions or inactions. All of District's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

5.3. UPMCW Insurance Requirements.

UPMCW certifies that it currently has and agrees to maintain during the term of this Agreement, for itself and the Therapists, professional and general liability insurance in such amounts as may be required by law or in accordance with professional standards in the Commonwealth of Pennsylvania. Certificates of such insurance shall be furnished by UPMCW to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either UPMCW or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

6. Contract Transfer. Neither party shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the other party.
7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and UPMCW. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of UPMCW's performance; and (b) do not increase UPMCW's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and UPMCW, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
8. Monitoring and Evaluation. UPMCW shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating the Services performed or activities related to this Agreement. UPMCW shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
9. Governing Law and Interpretation. This Agreement shall be made, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be interpreted and applied in a manner consistent with

