

LANCASTER-LEBANON INTERMEDIATE UNIT 13
CONTRACTED SERVICES AGREEMENT
FOR OCCUPATIONAL/PHYSICAL THERAPY SERVICES
Current School Year: 2026/2027

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of **Conestoga Valley School District**(“**School District**”). Please review the following Service Agreement.

The contract for therapy services (“Agreement”) is made on July 20, 2026 by and between Lancaster-Lebanon Intermediate Unit 13 (LLIU13) and **Conestoga Valley School District**.

BACKGROUND

LLIU3 has extensive background and expertise in providing occupational therapy and physical therapy services. **SCHOOL DISTRICT** desires to obtain OT/PT services from LLIU3, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: **SCHOOL DISTRICT** has identified a need for school-based occupational/physical therapy services and desires to engage LLIU3 for the fulfillment of that need. LLIU3 agrees to provide such services through credentialed therapists.
2. Term: The term of Agreement will be for the duration of the current school year.
3. Professional Services: LLIU3 will furnish therapists to provide evaluation/consultation/treatment services as requested by **SCHOOL DISTRICT**. LLIU3 therapists will prepare appropriate reports and documentation concerning the services rendered. Lancaster-Lebanon and **SCHOOL DISTRICT** each represent that therapy services will be requested and provided without regard to race, color, religion, gender orientation, creed, gender, disability, age, genetics, national origin and/or any other characteristic protected by applicable law
4. Qualifications: All therapists furnished by LLIU3 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each therapist who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU13 services will be billed at the rate of **\$170.50** per hour for the current school year. This rate applies, but is not limited to, on-site evaluation/consultation/treatment time, off-site follow-up documentation/consultation time, and travel time between **SCHOOL DISTRICT** schools. An itemized invoice form detailing specific student services rendered each month will be generated and furnished to **SCHOOL DISTRICT** for each therapy service provided.

6. Billing Procedures: LLIU3 invoice **SCHOOL DISTRICT** for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: LLIU3 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between LLIU3 and **SCHOOL DISTRICT** shall be that of an independent contractor and principal. **SCHOOL DISTRICT** shall not provide any other compensation or benefit to, or for the benefit of, any therapist(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute LLIU3, or any therapist providing services, as an employee or agent of **SCHOOL DISTRICT**; nor shall LLIU3 or **SCHOOL DISTRICT** have any authority to bind the other in any respect.
8. Student Information: LLIU3, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

LLIU3 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. LLIU3 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to LLIU3 employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. If LLIU3 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, LLIU3 shall provide **SCHOOL DISTRICT** with prompt written notice of any such request or requirement so that **SCHOOL DISTRICT** may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, LLIU3 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, LLIU3 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that LLIU3 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with LLIU3, LLIU3 shall return all Student Information to **SCHOOL DISTRICT**, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist LLIU3 and **SCHOOL DISTRICT** in defending any claim by the student and/or the student's parents or natural guardians. LLIU3 shall certify in writing to **SCHOOL DISTRICT** that such action has been taken notwithstanding the return of the information; LLIU3 shall continue to be bound by its confidentiality obligations hereunder.

9. Estimated Service Hours : **SCHOOL DISTRICT** has estimated the total number of contract services hours to be provided under this contract at 160 hours. This estimate does not commit the school district to a minimum or maximum number of contracted service hours. The estimate will be used by LLIU3 a guide for staffing purposes only.

10. Indemnification: Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.
11. Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either party shall orally notify the other party within forty-eight (48) hours of a force majeure event and in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.
12. Termination: Either Party may terminate this Agreement with 30 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision.
13. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

The persons signing this Agreement individually warrant that he or she has full legal power to execute this Agreement on behalf of the behalf of each entity, and to bind and obligate the entity with respect to all provisions contained in this Agreement.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the contract.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: _____
School District Superintendent Date _____

Print Name

School District Board Approval Date

By: _____
Lancaster Lebanon Intermediate Unit 13 Date _____

Print Name