

CONTRACT FOR SCHOOL BASED PHYSICAL THERAPY SERVICES 2024-2025 through 2026/2027 School Year

This contract is made and entered into this 9th Day of May, 2024 between Julie Sechrist ("Provider") located at 4316 Route 414, Canton, PA 17724 and the Canton Area School District, whose administrative offices are located at 509 E. Main St, Canton, PA 17724 ("District").

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

1. Obligations of Provider. Provider hereby agrees to provide physical therapy ("PT") services ("Services") for District's school age students as follows:
 - 1.1 To provide direct PT 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 PT Services based on the individual student's evaluation results and the planned intervention goals on the IEP.
 - 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 2024-2025, 2025/2026 and 2026/2027 school year based on students' identified needs.
 - 1.5 To attend 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 when coincides with provider's stated schedule.

- 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 Provider will designate a single point of contact to discuss programming and contract performance.
- 2.2 The District shall make available a private space to perform the Provider's services as well as for documentation and charting.
- 2.3 The District will coordinate all necessary paperwork needed for provider's services and will obtain written parent/guardian permission and physician referral for students. It will be the duty of the District to follow up with parent/guardian if paperwork is not received.
- 2.4 The District will provide Provider with a key fob to be used during school hours to allow for safe and readily accessible admittance of provider and student into the building if therapy is provided outside, such as on the playground.

- 2.5 Physical Therapy direct services will be limited to the typically scheduled day(s) mutually agreed upon between the Provider and District during the school calendar year when the school is in session. Special circumstances for alternate days will be arranged at the availability of Julie Sechrist.
- 2.6 The District hereby agrees to a fee of \$75.00 per hour for billable services consisting of: direct interventions, evaluations and assessments, screenings approved by support director, and billable collateral services. Billable collateral services to include: documentation/charting, quarterly progress notes, initial evaluation and re-evaluation paperwork, IEP and 504 plan paperwork, IEP and 504 plan meetings in person and on phone, and consultation time with educational team and/or aides for carryover and program planning. This rate shall be used for each year of the agreement.
3. Term and Termination. The Services described in the contract will be provided on the following date(s): July 1, 2024 through June 30, 2027. This Agreement may be terminated without cause upon thirty (30) days written notice to the other party.
4. Compensation and Method of Payment. Julie Sechrist 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. Payment will be made via ACH, direct deposit to an account provided by Julie Sechrist.
5. Indemnity and Insurance Requirements. Julie Sechrist shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses, reasonable attorneys' fees, and liability that any of them may sustain:

- a. arising out of Provider's failure to comply with any applicable local state or federal law in the performance of Services under this Agreement; and
- b. arising directly or indirectly out of Therapists' performance or lack of performance of this contract.

Julie Sechrist certifies that she currently has and agrees to maintain during the term of this Agreement, for herself, professional and general liability insurance with the loss per occurrence covered at not less than \$1,000,000.

Certificates of such insurance shall be furnished by Julie Sechrist 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 Julie Sechrist 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. Confidentiality of Student Information. During the course of the Julie Sechrist's performance of this contract, she will obtain any information pertaining to the students' official records, Julie Sechrist agrees that this contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the District hereby designates Julie Sechrist as a school official with a legitimate educational interest in the educational records of the students who participate in physical therapy, to the extent that access to the records are required by Mrs. Sechrist to carry out her services. Mrs. Sechrist agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

8. Entire Agreement. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

IN WITNESS WHEREOF, the District and Julie Sechrist have executed this contract on the day and year first written above.

By: Julie Sechrist, PT
Julie Sechrist, PT, MSPT

5/9/24
Date

Attest: _____

Canton Area School District:

By: _____
Judith Sourbeer, President CASD

Date

Attest: _____

WW 04/12/24
Rd App 05/09/24

2400 Reach Road, PO Box 3609
Williamsport, PA 17701
Phone: (570) 323-8561
FAX: (570) 323-1738



33 Springbrook Drive
Canton, PA 17724
Phone: (570)673-6001
Fax: (570) 673-6007

Web address: <http://www.iu17.org>

BLaST Intermediate Unit 17 DaRTS Software Agreement

The background of this Agreement is as follows:

- I. This Software License Agreement is made and entered into as of the date of the last signature below by and between **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "**BLaST**"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724. and **Canton Area School District**, (referred to throughout this agreement as the "**Purchaser**") with its principle place of business at 545 East Main Street, Canton, PA 17724.
- II. **BLaST** Technology Group provides various technology services to numerous entities, primarily public school districts and non-profit organizations.
- III. **Purchaser** desires to retain **BLaST** to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLaST AGREE THAT:

1. **Effective Date.** The effective date of this Agreement shall be as set forth on Exhibit 1.
2. **Completion Date.** The completion date of this Agreement shall be as set forth on Exhibit 1.
3. **Description of Services.** **BLaST** shall provide **Purchaser** the services as set forth on Exhibit 1.
4. **Cost and Payment.** The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
5. **Best Efforts.** **BLaST** shall use its best efforts to assure reliability and security of its services.

BLaST shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.
6. **Additional Services.** **BLaST** shall not be obligated to provide to **Purchaser** any additional services unless otherwise set forth in a writing signed by both parties.

7. **Ownership.** All programs, systems, and special form designs, which may be made available by **BLaST to Purchaser** as a part of the services provided under this Agreement, shall remain the property of **BLaST** unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.

8. **Entire Written Agreement.** **BLaST HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.**

9. **Entire Agreement.** This document represents the entire Agreement between **BLaST and Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.

10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.

11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.

12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.

13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.

17. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.

18. **Nondisclosure**: Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Purchaser shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Purchaser, except as necessary for the operation of Purchaser's business and under non-disclosure agreement between Purchaser and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Purchaser and/or Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Purchaser's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated.

Tim Confer
Director of Technology

Dr. Christina Steinbacher-Reed
Executive Director

SIGNATURE

SIGNATURE

DATE

DATE

WITNESS:

CANTON AREA School District:

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

EXHIBIT - 1

Specification for DaRTS Software Services to be provided: 2024 - 2025 Fiscal Year.

Scope: The BLaST IU17 Technology Division shall provide **Canton Area School District** with secured access to the DaRTS application servers running in BLaST's data center.

License Details and Costs:

Application Use

Penn Data, IEP, Child Accounting, Services Rendered / ACCESS Module

\$2,500.00 per year for the base package and \$175.00 per teacher per year.

- **Please fill in:** 20 # of teachers/users

*Initial deployment includes 8 hours of training that may be split into 2 sessions.
Customized software development, reports and data exports \$110.00 per hour.*

E-Signature Module

\$500.00 per year for E-Signature module access and \$1.50 per document requesting signatures.

- There are no limitations on the number of electronic signatures requested per document.
- E-Signature totals are tracked and billed separately at the end of each month.

Effective date: July 1, 2024

Completion date: June 30, 2025

* Alterations to this contract shall be agreed upon in writing by both parties.