



"Empowering persons with all types of disabilities to achieve independence"

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Service Agreement between Lehigh Valley Center for Independent Living and Southern Lehigh School District

This Agreement between Lehigh Valley Center for Independent Living (LVCIL) and Southern Lehigh School District (SLSD) for the provision of LIFE program services to [REDACTED] during the 2016-2017 Academic Year (with potential of including Extended School Year (ESY) if warranted by his team).

Services

LVCIL Agrees to provide the following services to [REDACTED]

1. Individual vocational and independent living skills training through LVCIL's LIFE Program in Job Development, Skills Training, and Housing Activities. Examples of independent living skills topics to be covered include maintaining a home, personal safety, budgeting, and other daily living skills. Examples of vocational training will include but not be limited to interview practice, resume and cover letter development, work experiences, work assessments, and development of self-advocacy skills etc.
2. Participation in a Person-Centered Planning Meeting before the end of April 2017.

[REDACTED] is expected to participate in Individual Services five days per week from 11:00am to 2:30pm the remainder of the 2016-2017 academic year.

Throughout the semester, SLSD will be responsible for his transportation to and from LVCIL offices, unless programming will necessitate alternate times and/or locations, in which case LVCIL will assist with transportation. Transportation to and from community-based events and activities, if necessary, during service times will be provided by LVCIL. LVCIL certifies that all drivers shall have necessary licensure for transporting students and that all vehicles used to transport [REDACTED] will be fully insured. LVCIL indemnifies and holds harmless SLSD, its officers and employees, agents, and attorneys, from all liabilities, claims, and obligations whatsoever arising from its transportation of [REDACTED] to/from community sites.

LVCIL will provide services for [REDACTED] on all non-holiday weekdays, as determined by SLSD's current transportation options. Holidays will follow the SLSD school calendar. If SLSD cancels school or shortens the school day, [REDACTED] participation at LVCIL for that day will be canceled or shortened accordingly.

Record Keeping and Progress Reporting

LVCIL Staff will document all information related to services provided and will maintain a paper record in [REDACTED] file. Staff will also record the date of each activity and the duration of each billable unit in CILSuite, a web-based time management program. The Director of Employment Services will review all billable hours, and LVCIL's Fiscal Staff will process all billing.

Evaluations will be conducted by LVCIL staff with [redacted] to evaluate his progress within the program. These evaluations and supplemental documents will be shared with the school district to evaluate [redacted]'s progress. All progress testing and reporting shall be the responsibility of SLSD, unless otherwise agreed in writing and approved by LVCIL.

LVCIL will provide SLSD with copies of all clearances required by the Pennsylvania Department of Education for all staff involved in providing direct services to [redacted] while under LVCIL's supervision.

LVCIL acknowledges that it is bound by FERPA and all of its requirements; all student records shall be owned by the SLSD, regardless of the physical location or possession, and original documents shall be provided to the SLSD upon request without requiring a subpoena.

Fees

LVCIL will provide services at the following rate:

- Individualized Service Rate - \$67.82 per hour

It is anticipated that [redacted] will receive up to approximately 16-18 hours of services in a typical week.

SLSD will only be billed for services actually provided on each respective day. LVCIL will submit billing after each 30 calendar day period and SLSD will pay invoices within 30 days of receipt.

Termination of Services

This contract will remain in effect until the end of August 2017.

Either party may terminate this agreement, as applicable, in the event of a material breach of the other Party's obligations if the breaching Party fails to cure the breach within thirty (30) days after receiving written specific notice of the breach being asserted. In addition, LVCIL may terminate this Agreement at any time without cause by providing SLSD with thirty (30) days' prior written notice.

FAPE Responsibility

All parties to this Agreement understand and agree that this Agreement in no way limits or shifts Southern Lehigh School District's responsibility to provide a Free Appropriate Public Education to [redacted]

LVCIL assures that services provided are appropriate and individualized for the Student and shall indemnify the SLSD for any failure to provide a FAPE based on LVCIL's provision of direct services to the Student

LVCIL agrees to make a representative and necessary staff reasonably available without the need for a subpoena for any legal proceedings brought by parents.

Amy C Beck on 01/18/2017

By Amy C. Beck, LSW, in her capacity

as Executive Director of the Lehigh Valley

Center for Independent Living, Inc.

_____ on _____

By _____, in his/her capacity

as _____

Southern Lehigh School District