

MASTER SERVICES AGREEMENT

Regular School-Year Education Services

This **Master Services Agreement** (“Agreement”) is made by and between Devereux | Turtle Creek Valley MHMR, Inc (d/b/a TCV Community Services -“TCV”) a Pennsylvania-based nonprofit corporation and Chartiers Valley School District, (the “School District”) with its principle place of business at 2030 Swallow Hill Road, Pittsburgh, PA 15220.

WHEREAS, the School District has determined that Devereux |TCV is able to meet the educational needs of individuals for which the School District is obligated to provide services and/or funding; and

WHEREAS, the School District desires to place students in Devereux |TCV Day Academy, a school operated by Devereux |TCV;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term and Termination.**
 - a. This Agreement shall begin on August 23, 2024, and will terminate on June 30, 2025.
 - b. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party. In the event of termination, by either party, the School District shall pay for, Devereux |TCV shall provide, all contracted services up to the date of termination. The School District is solely responsible for the removal of all students as of the termination date.
 - c. The School District shall pay Devereux |TCV for all services rendered even when services are rendered after the Termination date.
 - d. If a student is discharged, for any reason, by any party, this Agreement shall automatically and partially terminate with respect to the discharged student as of the student’s last day of placement in a Devereux | TCV.
2. **Services and Payment.**
 - a. Devereux |TCV will implement a program of educational instruction and Related Services for students that:
 - i. are certified teachers and/or staff who have the credentials minimally necessary under Pennsylvania law to deliver the services required to implement the student’s Individual Education Plan (“IEP”);
 - ii. are implemented in full compliance with the student’s IEP and in conformity with all applicable provisions of State and Federal law;
 - iii. are provided in instructional space that fully complies with all requirements of the Pennsylvania Department of Education, and all County and minimal fire and building codes;
 - iv. are progress monitored in the manner required by the IEP of the student; and
 - v. conforms to the curriculum, assessment, and instructional team requirements of Pennsylvania law.

- b. In consideration for Devereux | TCV's provision of education services and Related Services the School District agrees to pay the daily tuition rate, per Education Day, and the applicable rate for any Related Services pursuant to Attachment A – Education and Related Services (“Attachment A”), attached hereto and incorporated herein.
 - c. For each new student placed, or for any existing student for which the School District desires to change education service delivery, Devereux | TCV shall send to the School District, a “Student Placement Request Form.” The Student Placement Request Form shall specify each student’s placement, any Related Services (as that term is defined on Attachment A) the student will receive, and the effective date of the start of or change to the services. The Student Placement Request Form is a Microsoft Word that will be sent electronically to one or more School District personnel with whom Devereux | TCV collaborates on student placement. All Student Placement Request Forms shall constitute attachments to this Agreement notwithstanding Section 13 of this Agreement and are hereby incorporated herein.
 - d. The School District hereby acknowledges and agrees that Devereux | TCV will be under an obligation to provide any Related Service that are made a part of a student’s IEP. The School District further acknowledges and agrees to compensate Devereux | TCV for the provision of all Related Services rendered at the rates outlined in Attachment A.
 - e. For any student funded by the Pennsylvania Department of Education (“4010 Funding”) the School District will be responsible for payment for any portion of unfunded tuition and or Related Services. Devereux | TCV shall promptly notify the School District if a 4010 Funding placement becomes available for a student receiving services under this Agreement.
 - f. Payment is due no later than thirty (30) calendar days from the receipt of the invoice. Late payments are subject to a finance charge equal to one percent of the unpaid balance per month, or the highest rate allowed by law, whichever is lower.
 - g. Unless otherwise set forth herein Devereux | TCV shall not be responsible for the cost of any student’s medical, dental or pharmacy expenses, medical insurance premiums, clothing expenses, transportation to and from Devereux | TCV, and other expenses generally considered as personal to an individual.
3. Education Day. The parties agree that an Education Day includes all school days of the regular school year pursuant to the applicable Devereux | TCV school calendar. Education Day includes all excused/authorized absences and unauthorized absences notwithstanding whether the Pennsylvania Department of Education remits payments for such Education Days.
 4. Visitation. The School District or its agents or employees, and any student’s parents and/or guardians shall have the right to visit and observe Devereux | TCV programs and facilities during regular school hours, or pursuant to the applicable Devereux | TCV school handbook. Visitation must be scheduled prior to the visit.
 5. Reports to Agency. Upon request Devereux | TCV shall provide evidence of approval of its programs, together with a description of the programs and the types of students served, including instructions and special services to be provided to students. Devereux | TCV shall provide such additional information reports, as the School District may reasonably require to be kept informed of a student’s progress,

including quarterly reports on forms provided by Agency and appropriate updated psychological, social and educational evaluations on or before June 1st of each year. Devereux | TCV shall immediately notify the School District in the event that Devereux | TCV's license or certificate to operate is revoked or suspended.

6. Student Records. Devereux | TCV will specifically maintain attendance records and progress reporting for each enrolled student. Upon withdrawal of a student from Devereux | TCV, all education records concerning the student shall be returned to the School District, provided, however, that Devereux | TCV may retain copies of such records consistent with its obligations under state and federal laws.
7. Transfers and Discharges.
 - a. The School District shall fund all services provided to any student placed by the School District until the student is unenrolled, removed from the Devereux | TCV, and no longer receiving services.
 - b. If payment responsibility for a student's education services changes to an alternate agency while the student is enrolled at a Devereux | TCV (for example, if a student's family relocates to new district different from the School District that is a party to this Agreement), the School District is responsible to pay for all services rendered until such time that either (i) the alternate agency renders payment to Devereux | TCV; or (ii) the student is removed from the Devereux | TCV Day school.
 - c. If, in Devereux | TCV's sole professional discretion, continued placement in Devereux | TCV Day Academy is no longer appropriate for a student, Devereux | TCV will issue a thirty (30) day discharge notice to the School District. The School District is solely responsible for identifying and securing a new placement for any student that is the subject of a discharge notice. Devereux | TCV will provide all reasonable support to the School District to identify an alternate placement. A thirty (30) day discharge notice issued by Devereux | TCV hereby constitutes a notice to partially terminate this Agreement with respect to the student being discharged, pursuant to Section 1(b) herein. If a student continues to attend Devereux | TCV Day Academy after the thirty-day discharge notice period ends, the School District shall reimburse Devereux | TCV the then prevailing Devereux | TCV standard rates for daily education tuition and any ancillary (or Related Services) the student receives. Devereux | TCV's standard rates are available upon request.
8. Assignment by TCV. Devereux | TCV may assign this agreement to a wholly owned or controlled entity upon thirty (30) days written notice to the School District.
9. Confidentiality. Devereux | TCV will have access to student's confidential information including, but not limited to, information subject to HIPAA, FERPA and other related student information. Devereux | TCV agrees to treat such information as confidential in accordance with applicable federal and state laws.
10. Insurance. In accordance with its usual practices, Devereux | TCV agrees to maintain worker's compensation, professional liability, comprehensive general liability and automobile liability insurance or coverage. Devereux | TCV will provide proof of coverage to School District upon request. School District shall provide proof insurance to Devereux | TCV upon request.

11. Independent Contractor Status. The relationship of the parties shall at all times be that of independent contractors and not as employer-employee.
12. Indemnification. Each party hereby agrees to indemnify, defend and hold the other party harmless from and against any and all claims, suits, actions, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney's fees and litigation costs, arising out of the indemnifying party's alleged intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
13. Entire Understanding. This Agreement constitutes the entire understanding between the parties as to the matters contained herein and there are no terms, covenants, conditions, representations, warranties or agreements expressed or implied, oral or written of any nature whatsoever other than as herein contained.
14. Modification. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. No forbearance to enforce any provisions of this agreement, or waiver of any breach hereof, shall be deemed a waiver of any other provision of right hereunder or any subsequent breach of default.
15. No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
16. Severability and Situs.
 - a. Any provision of this Agreement deemed void or unenforceable by law, shall be stricken, and all remaining provisions shall continue to be valid and binding. The Parties agree that in the event of a void or unenforceable provision, that such provision shall be replaced with enforceable language that expresses the original intention of the stricken provision.
 - b. All disputes arising out of or relating to this Agreement shall be governed exclusively by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the appropriate court venued in Allegheny County, Pennsylvania.
17. Authorization. The undersigned individuals certify and represent that all necessary approvals or authorizations have been obtained from their respective organizations and that they are authorized to sign this Agreement on behalf of their organization.
18. Notices. All notices hereunder shall be sufficient only if given in writing by certified mail, return receipt requested, to the address above set forth, or by personal delivery.

If to School District:

Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh, PA 15220

If to Devereux |TCV:

Angela McEwen, Education Director / Principal
TCV Day Academy
1820 West Street, 4th Floor
Homestead, PA 15120

ACCORDINGLY, in consideration of the terms and conditions herein, the parties duly executed this Agreement on the dates set forth below.

Devereux | TCV Community Services

Signature
Angela McEwen, Education Director/Principal

Signature
Fran Sheedy Bost, Executive Director

Date

SCHOOL DISTRICT

Signature
Darren G. Mariano, School Board President

August 27, 2024
Date

ATTACHMENT A

Education and Related Services

Education Day Rates	
School	Education Day Rate
Devereux TCV Day Academy	\$335.00

Related Services Rates	
Related Service	Rate
One-to-One Services	\$42.00 per hour
Registered Behavior Technician	\$45.00 per hour
Speech Therapy - Group	\$65.63 per hour
Speech Therapy - Individual	\$131.25 per hour
Occupational Therapy - Individual	\$94.50 per hour
Occupational Therapy - Group	\$47.25 per hour
Physical Therapy - Individual	\$99.75 per hour
Physical Therapy - Group	\$47.25 per hour
Reading Intervention	\$131.25 per hour
Mental Health Therapy - Individual	\$94.50 per hour
Mental Health Therapy - Group	\$47.25 per hour
School Psychological Evaluation	\$1627.50 per evaluation