

SERVICES AGREEMENT

MADE AND ENTERED into the 1st of February between UPMC WESTERN PSYCHIATRIC HOSPITAL, a Pennsylvania nonprofit, charitable corporation located in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 3811 O'Hara Street, Pittsburgh, PA 15213 (hereinafter referred to as "WPH"), AND CHARTIERS VALLEY SCHOOL DISTRICT located at 2030 Swallow Hill Road, Pittsburgh, PA 15220 (hereinafter referred to as the "School").

WITNESSETH

WHEREAS, from time to time, the School may have a student who requires specialized academic assistance;

WHEREAS, WPH has staff available to provide specialized academic assistance, through the Licensed Academic School (hereinafter referred to as "LAS") and/or WPH partial hospitalization programs as a service consistent with WPH's mission; under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1) Independent Relationship: No relationship of employer and employee is created by this Agreement, it being understood that WPH and the staff from WPH will act as independent at all times.

2) Services Provided: In accordance with Exhibits A and B, as agreed upon by the School and WPH.

3) Notices: Any notices required pursuant to this Agreement shall be set forth in writing and hand-delivered or sent via certified mail, return receipt requested to the following:

CHARTIERS VALLEY	Dr. Johanna Vannatta
SCHOOL DISTRICT	Superintendent of Schools
	2030 Swallow Hill Road
	Pittsburgh, PA 15220

UPMC WESTERN PSYCHIATRIC	David Bobrzynski
HOSPITAL	Chief Financial Officer
	UPMC Western Psychiatric Hospital
	3811 O'Hara Street
	Pittsburgh, PA 15213

4) Compensation: An invoice will be generated from WPH. The invoice will be sent to the School, and compensation will be paid to WPH in accordance with the rate schedule set forth in Exhibits A and B, attached hereto and incorporated by reference. Compensation shall be paid to WPH by School within 60 days of School's receipt of invoice.

Compensation shall be sent to the following address:

UPMC Western Psychiatric Hospital
Attn: WPH Finance, Rm. E616
3811 O'Hara Street
Pittsburgh, PA 15213

5) Limitation of Services: Students who are provided academic services are considered to be patients of WPH. If additional service is deemed necessary, the resources of WPH will remain available as an option at the discretion of the student(s) and their legal guardians.

6) Modification: This Agreement shall not be modified or amended except in a writing duly executed by the parties hereto.

7) Assignment: Neither party shall be permitted to assign this Agreement without prior consent in writing by the other party hereto.

8) Compliance with Laws: WPH and the School shall comply with all applicable State and Federal laws respecting the confidentiality of medical, academic, personal, and business information acquired in the course of providing services under this Agreement. Specifically, with regard to the Health Insurance Portability and Accountability Act (HIPAA), the School agrees to be bound by UPMC's HIPAA Business Associate Terms and Conditions to the extent that the School is, at any time considered to be a Business Associate, as defined by the HIPAA Privacy Rule. UPMC's HIPAA Business Associate Terms and Conditions can be found at <http://purchasing.upmc.com>. To the extent that there are changes to or clarifications of the HIPAA Privacy Rule, UPMC reserves the right to modify its Business Associate Terms and Conditions to be consistent with the changes or clarifications to the HIPAA Privacy Rule. The School shall comply with such modifications to UPMC's HIPAA Business Associate Terms and Conditions as posted on UPMC's website within the timeframes required by law.

9) Insurance: WPH and the School, shall each purchase and maintain insurance throughout the term and any extension thereof of this Agreement, at their own expense, from a company or companies licensed to do business in the Commonwealth of Pennsylvania, as will protect WPH and School, their respective directors, officers, employees, agents, representatives and all subsidiaries, affiliates and any other legal entity associated with WPH or the School, from claims or incidents which may arise or result from WPH or the School's obligations under this Agreement or use or occupancy of the premises, whether such use or occupancy is by WPH or the School or their respective employees, students, guests, invitees, or agents, or any other person or entity for whose acts WPH or the School may be liable. The insurance required shall be written for not less than the following, or greater if required by Pennsylvania law. With

respect to the School, the foregoing indemnification covenant shall be subject to and limited by any immunities from liability and/or limitations of liability afforded to the School by applicable federal and/or state law, including, without limitation, the Political Subdivision Tort Claims Act. Accordingly, the foregoing indemnification covenant shall not be construed as a waiver of or to require the School to provide indemnification for any claim from which it is immune from liability or for any damages that exceed any limitation of liability as is afforded the School under applicable federal and/or state law.

Workers' Compensation:

- (1) PA State Statutory Limits
- (2) Employer's Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease, Policy Limit
 \$1,000,000 Disease, Each Employee

Medical Malpractice Liability (WPH ONLY) – Primary Coverage - Policy shall be written with limits of liability of not less than the mandated limits set forth by the Pennsylvania Medical Care Availability and Reduction of Error Fund (“PA Mcare Fund”) for all participating hospitals, physicians and any other health care provider, as defined by Act 13 of 2002. In addition, WPH shall also provide limits of not less than one million dollars (\$1,000,000) per medical incident and three million dollars (\$3,000,000) annual aggregate for non-participating health care providers, as defined in Section 103 of the above referenced Act;

Commercial General Liability Insurance - Occurrence Form - Policy shall be written on a comprehensive basis to provide all major divisions of coverage including, but not limited to, the following:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 Personal Injury and Advertising Injury Limit
- \$1,000,000 Each Occurrence
- \$1,000,000 Fire Damage Limit - any one fire

Each and every insurance policy required to be obtained under this Agreement shall remain in effect continuously for the Term and any extension thereof of this Agreement and for such a period as is necessary to support the indemnity obligations under this Agreement. WPH and School and their respective insurers, shall provide thirty (30) days advanced written notice to the other Party in the event of cancellation or material change or modification of any policy. WPIC and School shall furnish to one another either copies of the above referenced insurance policies or certificates of insurance concurrently with the execution of this Agreement.

Both Parties agree to defend, indemnify and hold the other party, including its directors, officers, employees, and agents, harmless from (i) any claims, losses, lawsuits, judgments, charges, penalties and expenses, demands, actions, proceedings or costs of judgment of any nature, which the indemnified party may sustain as a result of the indemnifying party’s breach of duty, negligence, error or omission pursuant to the terms of this Agreement; and (ii) any demands, claims, actions, proceedings or costs of judgment which may be made or instituted against the

indemnified party by reason of personal injury (including death) to any person, or damage to property, arising out of or connected with the performance of the activities to be carried out pursuant to the Agreement. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

10) Term: The term of this Agreement shall be from the date of February 1, 2021 to January 31, 2022. Thereafter, the term of this agreement shall automatically renew on a month to month basis subject to termination by either party upon the provision of thirty (30) days' written notice to the other party.

WHEREFORE, the parties have accepted the obligations, terms, and conditions set forth herein as evidenced by the signatures of their respective authorized representatives below.

UPMC WESTERN PSYCHIATRIC HOSPITAL

CHARTIERS VALLEY
SCHOOL DISTRICT

By: 
Mr. David Bobrzynski
Chief Financial Officer

By: _____
Dr. Johannah Vanatta
Superintendent of Schools

Date: 2/17/2021

Date: _____