



ATTACHMENT #3 - January 7, 2025

1021 Springboard Drive
Hershey, PA 17033

717.583.5102

vistaautismservices.org

VISTA AUTISM SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 17th day of December, 2024 by and between **Vista Adult Services Organization** ("Vista"), a Pennsylvania nonprofit corporation with principal place of business at 1021 Springboard Drive, Hershey, Pennsylvania ("Vista") and **Warwick School District** (the "District").

Student:

WITNESSETH:

WHEREAS the District wishes to purchase certain employment services for student(s) with autism spectrum disorders, and Vista is willing and able to provide those services to the District all upon the terms, and subject to the conditions, hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

Services Provided. Vista agrees to furnish services for Assigned Student(s). The terms of this agreement are for, and not to exceed, 29 hours at the rate of \$118.00 per hour, totaling \$3,422.00 to begin on January 6, 2025 ("Initiation Date") and end January 27, 2025 ("Termination Date").

Frequency & Duration of Service Delivery:

Employment Services –

- i. Indirect Support – 8 hours
- ii. Direct Support – 21 hours

The billable services to be provided may include but are not limited to:

Indirect Support Vista employment staff support the individual indirectly with job development activities including employer outreach and orientation, job searching, job development, resume preparation and interview assistance, planning for employment, development of job-seeking skills, development of job skills specific to a job being sought, job analysis, gathering and conducting a review of the participant's interests, skills and work or volunteer history, conducting situational assessments to assess the participant's interest and aptitude in a particular job type, conducting informational interviews, identifying types of jobs in the community that match the participant's interests, strengths and skills, development of a career assessment report that specifies recommendations regarding the participant's needs, interests, strengths, and characteristics of potential work employment environments.

Direct Support. Vista employment staff support the individual directly by training the participant on the job assignments, periodic follow-up, or ongoing support with the participants and their employers, systematic instruction strengthening work habits, learning new work assignments, maintaining job skills, and achieving performance expectation of the employer. The activities

may include direct intervention with the employer, employment-related personal skills instruction, support to re-learn job tasks, worksite orientation, job aide development, coordination of accommodations, maintenance of appropriate work and interpersonal behaviors on the job. Additionally, direct support may include developing skills and competencies necessary to pursue and maintain competitive-integrated employment, participating in community activities to develop social networks, and completion of required paperwork related to data collection, progress reporting, and development of employment plans.

Transportation. Vista employment staff transport the individual from home or school to job site and back including safety and social skills training and communication skills training.

Personnel. Vista will provide copies of appropriate clearances as required by Pennsylvania State law. This documentation will be provided to the District per request prior to Vista providing services.

Meetings. Team meetings will be attended as the career developer and employment specialists' schedules permit. When attendance is not possible, documentation will be provided in the absence of the employment specialist(s) as needed.

Payment Terms. The District shall be invoiced for terms agreed upon. The District will remit payment to Vista in accordance with its normal processing of accounts payable. If any balance due remains unpaid for thirty (30) days after written demand for payment, the account may be referred to Vista's attorney for collection.

Absence Warranties. THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, GIVEN BY VISTA IN CONNECTION WITH ITS PROVISION OF THE EMPLOYMENT SERVICES COVERED BY THIS AGREEMENT.

Access to Classroom; Student Information. Subject to reasonable security requirements of the District uniformly applied to District contractors, the employment specialist(s) shall have free access to the classroom of each student serviced hereunder for observation and direct interaction. The District shall obtain all consents necessary in order to provide the employment specialist(s) access to the educational records of each child serviced hereunder. Employment specialist(s) agree to follow policies and procedures specific to each school building.

Direction of Payments. Payments must be made to Vista at the following address:
VISTA ADULT SERVICES ORGANIZATION
1021 Springboard Drive
Hershey, PA 17033

Default by the District. The District shall be deemed to have committed an "Event of Default" of the Agreement upon the occurrence of any of the following:

- (a) failure to make any payment on or before the date it is due,
- (b) failure to make a payment on any other contract outstanding with Vista,
- (c) failure to perform any other provision of the Agreement, or
- (d) providing Vista with false information or signatures.

Upon or after the occurrence of any Event of Default, Vista will provide the District with notice, by certified mail, addressed to the District's last known address as shown on Vista's records, advising the District of the default and of the District's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount, and performance necessary to cure the default. If the District does not cure the default as provided in the notice, Vista may pursue any rights it may have in law or equity.

Waiver by Vista of any event of default shall not be binding upon Vista if Vista should thereafter choose to exercise that or any other right or similar Event of Default occurs later. All of Vista's rights and remedies shall be cumulative. Vista's exercise of one or more rights shall not cause Vista to lose any other rights.

Default by Vista. Vista shall be deemed to have committed an "Event of Default" of the Agreement upon the occurrence of any of the following:

- (a) failure to provide personnel having qualifications and clearances specified in this Agreement,
- (b) repeated, unexcused absences by any Vista service provider from scheduled service appointments,
- (c) any other material breach of Vista's obligations under this Agreement.

Upon or after any occurrence of any Event of Default, the District will provide Vista with notice, by certified mail, addressed to Vista's address as shown above, advising Vista of the default and of Vista's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount (if applicable) and performance necessary to cure the default. If Vista does not cure the default as provided in the notice, the District may pursue any rights it may have on law or equity.

Waiver by the District of any event of default shall not be binding upon the District if the District should thereafter choose to exercise that or any other right or a similar Event of Default occurs later. All of the District's rights and remedies shall be cumulative. The District's exercise of one or more rights shall not cause the District to lose any other rights.

Enforceability. If any part of this Agreement is held to be illegal, void, or unenforceable, that provision shall be deemed not to have been a part of this Agreement, which shall otherwise remain fully effective.

Assignment. This Agreement is not assignable by either party without the express, written consent of the other.

Governing Law. The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the the extent supplemented, superseded, or preempted by federal law.

Jurisdiction Venue. The parties to this Contract consent and agree that all legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such

proceedings shall lie exclusively within said court. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address set forth above. Vista, its employees, and contracted service providers, agree to voluntarily participate without cost, in any litigation against the District arising from the Student's attendance and participation in services provided by Vista. Vista agrees, to the extent that litigation costs are increased as a result of the failure on the part of Vista, its employees, agents, or contracted service providers to cooperate and participate; those increased costs shall be paid by Vista.

Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Prior Notification. Both parties agree to notify each other if services are no longer required or to be provided within 60 days of termination.

Time is of the Essence. TIME IS OF THE ESSENCE OF THIS CONTRACT.

NOTICE TO DISTRICT REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

THE DISTRICT ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS CONTRACT AND INTENDS TO BE LEGALLY BOUND BY ITS TERMS.

DISTRICT REPRESENTATIVE(S):

DATE:

VISTA ADULT SERVICES ORGANIZATION REPRESENTATIVE:

DATE:
