

Lower Merion School District

ADMINISTRATIVE REGULATIONS

No.:	809
Section:	OPERATIONS
Title:	CONTRACTED SERVICES
Date Last Revised:	12/1/17; 12/11/15; 5/17/10
Reviewed:	9/11/20

R809 CONTRACTED SERVICES

General Requirements

Proof of Insurance

All contracts with providers of contracted services must contain a provision requiring proof of adequate insurance coverage for the limits required by the contract or else a specific provision stating that due to the nature of the contract no insurance is required. These limits as well as any determination that no proof of insurance is required will be established by the Business Office in consultation as necessary with the District's insurance broker and/or Solicitor.

Background Check Requirements for Criminal History and Child Abuse

Mandatory background check requirements for criminal history and child abuse shall be included in all bidding specifications for contracted services. Language shall be included in all bidding specifications for contracted services notifying independent contractors that failure to comply with this Administrative Regulation and the accompanying Board Policy and the requirements for background checks and reporting of employee misconduct by an independent contractor shall lead to cancellation of the contract.

Independent contractors and their employees/contractors who have direct contact with children (the possibility of care, supervision, guidance, or control of children, or routine interaction with children) shall comply with the mandatory background check requirements and obtain the necessary certifications for criminal history and child abuse. These certifications include:

- PA Department of Human Services Child Abuse Certification (CY113)
- PA State Police Criminal Record Check for Employment (SP4-164)
- FBI Criminal Background Check (through the PA Dept. of Education)

Contract employees having direct contact with children are required to obtain certifications every sixty (60) months.

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If an independent contractor’s employee’s/contractor’s criminal history record indicates conviction of a disqualifying offense under applicable law, then in no case shall such an employee have direct contact with District students.

Reporting Arrests, Convictions, and Child Abuse Determinations

All contracts with providers of contracted services must contain a provision requiring the providers of those contracted services to notify the Superintendent any time that any of its employees or agents who are performing work on behalf of the District are either arrested or charged with a criminal offense.

All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the District and who have direct contact with children, to notify the contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law. Employees shall also be required to report to the contractor, within seventy-two (72) hours of notification, that the employee has been listed as a perpetrator in the statewide database, in accordance with the Child Protective Services Law.

If the contractor receives notice of such arrest or conviction notification that the employee has been listed as a perpetrator in the statewide database, from either the employee or a third party, the contractor shall immediately report, in writing, that information to the District.

If the District administrator or other employee responsible for oversight of an independent contractor has a reasonable belief that an employee of that contractor was arrested or convicted for an offense that would constitute grounds for denying employment, or was named as a perpetrator in a founded or indicated report of child abuse, or the contract employee has provided notice as required under the bill, then that District administrator or other employee must immediately require that individual to submit current FBI, State Police, and DHS background checks/ certifications.

Additional Special Reporting Requirements for Providers of Transportation Services

All contracts with providers of bus services or other services that transport District students, employees, or property, must contain a provision requiring the providers of those contracted services to notify the Superintendent any time that any of its employees or agents who are performing work on behalf of the District have had his or her driver’s

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license suspended or permanently revoked for any reason that would prevent them from operating a motor vehicle in Pennsylvania.

Other Required Contract Provisions

In addition to the items listed above, all contracts with providers of contracted services shall contain provisions regarding the following as applicable:

- 1) Obtaining and submitting appropriate background checks/certifications, disclosure forms, and required training;
- 2) Indemnification and hold harmless for negligence and intentional acts of the provider;
- 3) Maintaining confidentiality of confidential student, staff and medical information;
- 4) Cooperation with responding to Right-to-Know Requests relative to the contract;
- 5) Approval of food vendors; and
- 6) Use of the District's name, logo or work product generated by the contract in provider's promotional materials.

A form addendum is attached as **Attachment A**.

Contracts for Certain Designated Professional Services

Annual Review of Designated Professional Services Contracts

The following is the process for reviewing the following professional services contracts ("Designated Professional Services").

1. Solicitor
2. Auditor
3. Banking Services
4. Financial Advisor
5. Labor Counsel

This includes both the annual review of contracts when they are due for renewal and a cycle of more in-depth reviews that can potentially include a Request for Proposals.

Further, the District recognizes that there are some contracted services not specifically identified as Designated Professional Services for which the regular contact with students (i.e. medical services) establishes a need for careful consideration when contemplating a change.

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In years other than those in which a more in-depth review is called for based on the schedule below, this process shall be followed for Designated Professional Services. The administrator(s) who work with the individuals or firms will assess whether or not the services were satisfactory. This information will be shared with the Board two months in advance of the meeting at which the contract needs to be approved. If the Board concurs that the services were satisfactory, the service provider will be asked to continue and negotiate a new contract for approval. If the services were not up to expectations or the provider does not wish to continue the service, the administrator(s) will develop an RFP for the service.

Scheduled In-Depth Review of Designated Professional Services Contracts

Based on the schedule below, contracted services, irrespective of whether they were satisfactory as set forth above, will undergo a more in-depth review. In January of the year of review, the administrator(s) responsible for the particular contracted service will prepare a Request for Proposals (RFP) and share it with the Board. This RFP will be sent to appropriate potential contractors and appropriately advertised unless the Board chooses to award a contract without a search. Interviews will be held at the discretion of the District. The Board will be given an analysis of the RFPs and the interviews, if conducted, as well as the recommendation of the appropriate administrator(s). The Board will use this information to decide to whom the contract will be awarded.

Schedule of In-Depth Reviews

Solicitor	Every <u>5</u> years beginning January, 2018__
Auditor	Every <u>5</u> years beginning January, 2019__
Banking Services	Every <u>5</u> years beginning January, 2020__
Financial Advisor	Every <u>5</u> years beginning January, 2021__
Labor Counsel	Every <u>5</u> years beginning January, 2022__

The District always retains the right to adjust the schedules for review and the process by which they should occur.

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**ADDENDUM TO AGREEMENT WITH
LOWER MERION SCHOOL DISTRICT
Attachment "A"**

The Lower Merion School District (the "District") and _____ (the "Contractor") have entered into or contemporaneously herewith are entering into an agreement whereby the Contractor will provide certain goods and/or services to District and the District and the Contractor wish to alter, amend and supplement the terms of that agreement by agreeing to the following provisions, which supersede any provisions that conflict or are inconsistent therewith:

1. **Insurance:** Contractor shall provide a certificate of insurance, a minimum of 30 days prior to the event or the commencement of the contract term, clearly naming Lower Merion School District as additional insured in the amount of \$_____ commercial general liability and property damage insurance combined. Food vendors shall provide \$_____ in product liability coverage in their certificate of insurance.

2. Certifications, Disclosure Forms, and Training:

The following provisions apply to contractors who will have direct contact with students:

- a. Certifications. Contractor shall provide the following required certifications:
 - PA Department of Human Services Child Abuse Certification (CY113)
 - PA State Police Criminal Record Check for Employment (SP4-164)
 - FBI Criminal Background Check (through the PA Dept. of Education)

Please refer to the District website Employment page at:

<http://www.lmsd.org/about-lmsd/employment/index.aspx> well in advance of the beginning of the activity, as these certifications take time to obtain.

- b. Disclosure Forms. The Contractor will provide the District with an executed PDE-6004 disclosure form for every employee or contractor who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee coming onto the District's property. Additionally, the Contractor will notify the District in writing within 72 hours if any employee or agent of the Contractor performing services under this Agreement is arrested or convicted of any crime.
- c. Training. The Contractor agrees to provide all agents, employees, and representatives performing services under this Agreement with mandatory child abuse training in compliance with 24 P.S. §12-1205.6. Additionally, Contractor shall ensure that its employees and contractors performing services under this Agreement are familiar with the requirements of District policies and administrative regulations regarding Policy No. 246 Prohibited Harassment by and of Students and Policy No. 554

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Maintaining Appropriate Boundaries with Students, each of which may be found on the District’s publicly accessible website.

- 3. **Employment History Review:** Contractors who will have direct contact with children must perform an employment history review in accordance with Act 168 of 2014 for each employee, make records of the review available to the District upon request, and notify the District if it received an affirmative response with respect to any of the abuse and sexual misconduct background questions. The required form and additional information can be obtained at:

[Sexual Misconduct/Abuse Disclosure Release](#)

www.portal.state.pa.us/.../commonwealth_of_pennsylvania's_sexual_misconduct-abuse_disclosure_release_pdf

[Act 168 - FAQs.pdf](#)

www.portal.state.pa.us/portal/server.pt/.../act_168_-_faqs_pdf

[Act 168 of 2014 - Procedures and Forms .pdf](#)

www.portal.state.pa.us/.../act_168_of_2014_-_procedures_and_forms__pdf

- 4. **Indemnification:** Under no circumstances shall the District be required to indemnify, defend, or hold harmless the Contractor, or the Contractor’s agents, employees or representatives for any claims, damages, or injury caused by anyone other than an employee of the District acting in the course and scope of his or her employment. The Contractor will indemnify, defend and hold the District, its directors, officers, agents, employees and representatives harmless from any claims, damages, or losses suffered or incurred due to the negligence or other misconduct of the Contractor or the Contractor’s agents, employees, or representatives.
- 5. **Food Vendors:** The use of outside food vendors for any event on District property must be approved by the District’s Director of Nutritional Services for food safety policy and procedures. The District staff member in contact with the contractor can facilitate communication between the contractor and this department.
- 6. **Use of District’s Name/Logo:** The Contractor shall not use the District’s name or logo in any promotion or advertisement of the Contractor’s business without the express written authorization of the District Superintendent.
- 7. **Confidentiality of Records.** In the performance of Contractor’s duties, Contractor may have access to certain District records, including, but not limited to, student health, student educational programs, financial and other records (“District Records”).
 - a. Contractor agrees that Contractor shall not to copy, duplicate, retain or disclose any District Records or any information contained therein, regardless of whether it

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is designated confidential or proprietary, to anyone in any format, other than to a District administrator for purposes related to Contractor's duties for the District; and

- b. Contractor agrees that Contractor will indemnify, defend and hold the District harmless from any claim or loss, including, but not necessarily limited to any claim for damages or loss of funding, arising from Contractor's copying, duplication, retention or disclosure or alleged copying, duplication, retention or disclosure of any District Records or information contained in any District Records.

8. Right to Know Laws. Contractor agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. Contractor's cooperation shall include, but not necessarily be limited to, prompt communication with the District regarding the existence of a record, the length of the record and other information requested by the District, adherence to the fee schedule issued by the District for any costs associated with producing or providing access to the record and promptly providing access to or copies of the record. If Contractor fails to cooperate with the District in response to a request for a public record, then Contractor shall indemnify the District for any and all costs incurred, including attorneys' fees of the District, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon the District by a court of competent jurisdiction relating to Contractor's failure to cooperate with the District.

Contractor

LOWER MERION SCHOOL DISTRICT

By: Signature

By: Signature

Printed Name and Title

Printed Name and Title

Date

Date