

***Children's Center for Treatment and Education***  
***800 E. Main Street***  
***Bradford, PA 16701***

**EDUCATION SERVICES**  
**PURCHASE OF SERVICE AGREEMENT**

This AGREEMENT is made this 6<sup>th</sup> day of December, 2011, between **WARREN COUNTY SCHOOL DISTRICT** whose principle place of business is 589 Hospital Drive, Suite A, Warren, PA 16365, hereinafter referred to as "District" and the **Children's Center for Treatment and Education d/b/a Beacon Light Behavioral Health Systems**, whose principle place of business is 800 East Main Street, Bradford, PA 16701 hereinafter referred to as the "CCTE."

**WHEREAS**, CCTE, when appropriate or required by law, is licensed and approved by the Pennsylvania Department of Education to provide education services for children and youth, and is desirous of making such services available to the District: and

**WHEREAS**, the District wishes to purchase services from CCTE for educational services.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties, intending to be bound hereby, it is mutually understood and agreed as follows:

1. The District is choosing to purchase educational services for their students attending CCTE Educational programs at the CCTE's Custer City Private School.
2. The cost for the services shall be determined by the classification of the students served.
  - a. Alternative Education for Disruptive Youth "AEDY" \$85.53/day
  - b. Special Ed\*\* \$118.34/day
  - c. Life Skills \$144.21/day
  - d. Autism Classroom \$199.75/day
  - e. Half-Day Educational Services\* \$58.92/day

\*Half-day educational program rates based on current costs of providing this level of education for students also receiving Partial Hospitalization Services.

\*\*All rates are established based upon the cost of services.

\*\*\*CCTE will invoice the District, on a monthly basis, only for services provided for the preceding month, for all District students enrolled in the Education Program.

\*\*\*\* CCTE will not invoice for expelled students for the first 30 days. Beginning day 31 of expulsion, invoicing will commence based on classification of student.

3. The District will remit to CCTE, on a monthly basis, the cost for services provided to the District for District students. Services shall be provided at the sole discretion of the District, nothing in this Agreement shall require the District to utilize the CCTE's services, and the District shall only be charged for those services that are requested by, and provided to, to the District.
4. The term of this Agreement shall commence on December 6, 2011, and shall terminate automatically on June 30, 2012.
5. The District and CCTE mutually agree to complete the required regulatory paperwork for special education students. This includes, but may not necessarily be limited to: the ER (Evaluation Review), the IEP (Individual Education Plan) and the NOREP (Notice of Recommended Educational Placement). As used in this Agreement, the term "IEP" or "Individualized Education Plan" shall refer to, and include, any applicable IEP and/or GIEP (Gifted Individualized Education Plan).
6. Placement Process
  - A. Upon referral of a student, the District shall provide the CCTE with an Individualized Education Plan, Evaluation Report, and a medical history as a minimum and, where available and applicable, related school information, psychological and psychiatric evaluations.
  - B. The CCTE shall cooperate with the District in arranging a pre-placement conference with the students and their parent or guardians. The participants may include, but not be limited to, the child, parent or guardian, and District staff, county caseworker or probation officer.
  - C. When the CCTE agrees to accept the student into the program, the District shall provide the CCTE with the student's books and student network access for academic purposes, prior to or upon the date of placement, or as soon as the information is available.
  - D. The CCTE will request, in writing, any necessary information about the child and his/her parent or guardians that has not been received from the District within fourteen (14) calendar days following placement of the child. A copy of the request will be kept in the child's record.

7. Services

The CCTE shall ensure that its staff has all of the required certifications under the requirements of the Commonwealth of Pennsylvania's Department of Education to provide services to the District in accordance with the terms of this Agreement. In addition, the District and CCTE will mutually agree upon a procedure to ensure that accurate documentation is being completed on educational reviews of IEP goals and objectives. The CCTE agrees to complete academic progress reports and report cards utilizing District forms on the schedule required by the District. The Parties agree that the CCTE shall be responsible for ensuring that the requirements of a student's IEP, as established by the District with input from the CCTE, are met in all respects and that the students are provided with a free and appropriate public education.

8. Reports

The CCTE shall submit to the District and parents, quarterly progress reports pertaining to a student's Individualized Education Plan in such format as the District may request.

9. Transportation

The District shall be responsible for all student transportation associated with fulfilling the terms of this Agreement.

10. Attendance

The CCTE will maintain daily attendance records on all students and provide copies of attendance reports to the District.

11. Confidentiality

The CCTE and the District, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to ensure that records, names and identities of persons shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement. In addition, the CCTE will be bound and follow the same rules of confidentiality and protection from disclosure of educational records as governs the District, including the Family Educational Right to Privacy Act, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act as well as the provisions of Chapter 12 of the State Board of Education Regulations. The CCTE further agrees to deliver to the District every document, computer disc, software program or records, diary, memorandum in any form whatsoever that may contain confidential education related information upon termination of this Agreement. The District agrees abide by the terms and conditions of Exhibit A, which is attached hereto and made a part of this Agreement. At the time of the execution of this Agreement, both Parties, if they have not already done so, shall execute a separate FERPA Confidentiality Agreement in the form provided by the District.

12. Insurance

The CCTE shall, at its sole cost and expense, procure and maintain, so long as this Agreement is in effect, insurance covering the performance of the services rendered by CCTE and its employees and subcontractors under this Agreement in accordance with the limits specified below.

In addition to the insurance coverage and limits specified herein, the CCTE shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance

1. Limits of Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate

2. Coverage: Premises operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees, subcontractors, and volunteers as additional insured, joint liability and broad form property damage (including completed operations).

B. Professional Liability Insurance

1. Limit of Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
2. Coverage for occurrences happening during the performance of services required under this Agreement shall be maintained in full force and effect under the policy. The policy shall include tail coverage for up to a two-year period of exposure.

C. Automobile Liability

1. Limit of Liability: \$1,000,000 per person, \$2,000,000 per accident
2. Coverage: Owner, non-owned and hire vehicles.

All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania and shall list the District as an additional insured. Failure to maintain insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the CCTE from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the CCTE under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agents, directors, officers, or employees, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

13. Relationship of Parties

The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever. The Parties further agree that CCTE and CCTE's employees, agents and subcontractors are independent contractors and not employees, agents or representatives of the District.

14. Hold Harmless/Indemnification

A. CCTE agrees to assume, and shall assume, all risk and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the CCTE. The CCTE agrees to indemnify, defend and hold harmless the District, its directors, officers, agents and employees for, or on account of any damage, injury, or loss, including the District's cost of litigation and attorneys' fees resulting from the actions, or inactions, of the CCTE, the CCTE's agents or employees, or a subcontractor of the CCTE, in fulfilling the terms and

obligations of this Agreement. The Parties agree that the terms of this provision, and the CCTE's obligations imposed by this provision, shall survive the termination of this Agreement and shall cover all claims, regardless of when a claim is asserted.

B. The CCTE hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.

15. Licensure

The CCTE shall notify the District, in writing, within five working days of any loss of its Licensure for any of the services being provided to the District in accordance with this Agreement

16. Clearances

CCTE shall comply with, and provide the District proof of compliance with, the Act 33, Act 34, Act 114, and Act 151 requirements for all CCTE employees, agents, or subcontractors that will have direct contact with students of the District. CCTE shall not permit any employee, agent, or subcontractor of CCTE to have direct contact with any student of the District until said clearances have been provided to the District.

17. Assignment

Neither this Agreement, nor any of CCTE's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the District.

18. Cooperative Efforts

As requested by the District, the CCTE agrees to make its staff available to participate in evaluations, IEP meetings, hearings and similar sessions or meetings participated in by the District to evaluate, make educational decisions for or otherwise meet the needs of students served mutually by the District and CCTE.

19. Termination

If either party violates any of the covenants or conditions of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving at least thirty (30) days written notice of said termination and specifying the effective date of said termination.

All contractual matters relating to the provision of the service by the CCTE shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by the CCTE to the District. In settling the contractual matters, the Parties agree that the payment amount contained in Section 2 of this Agreement shall be pro-rated, with CCTE being entitled to compensation for only those services that were provided

prior to the date of termination and in compliance with the terms and conditions of this Agreement.

20. Entire Agreement/Modification

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto.

21. Savings Clause

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

Children's Center for Treatment and Education  
d/b/a Beacon Light Behavioral Health Systems  
800 East Main Street  
Bradford, PA 16701

By:

\_\_\_\_\_  
Richard Seager  
President/CEO

Attest:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

## **EXHIBIT A**

### **PROTECTED HEALTH INFORMATION**

As a provider of Educational Services, our agency, Beacon Light Behavioral Health Systems, is contracting with the “District” for the provision of these services. Federal regulations that recently went into effect require that we obtain from you an agreement that you will take certain steps to protect the confidentiality and privacy of our clients' health information. The regulations being referred to here are the *Standards for Privacy of Individually Identifiable Health Information*, 45 C.F.R. §160 *et seq.* and §164 *et seq.*

As the District personnel comes into contact with confidential client health information created, maintained and/or used by or on behalf of our organization in the course of evaluating the information we provide the District, we must ask that the appropriate District representative sign this letter of agreement, agreeing to the following:

1. The District will not divulge, disclose, or communicate in any manner any client's health information (including all forms of healthcare, treatment and/or billing information, and including even the identity of a client) ("Protected Health Information") to any third party without the prior written consent of an authorized representative of our organization and, where required, the client. The District will protect all such information and treat it as strictly confidential, abiding by the *Standards for Privacy of Individually Identifiable Health Information*, 45 C.F.R. §160 *et seq.* and §164 *et seq.* Any violation of this paragraph shall be considered a material breach of this agreement.
2. Except as otherwise limited in this Agreement, the District may use or disclose Protected Health Information received, obtained, created and/or maintained in the course of the District's relationship with our organization only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, our organization's specified in the underlying Agreement, provided that such use or disclosure would not violate the requirements of 45 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information* if done by our organization.
3. The District will be permitted to use or disclose Protected Health Information for the proper management and administration of the school, and/or to carry out its legal responsibilities. proper management and administration of the District does not include the use of Protected Health Information, or the identity of our clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should the District at any time disclose to a third party our organization's Protected Health Information for these reasons, the District must obtain the agreement of that third party: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to the District any instances of a breach of confidentiality of which the third party is aware.

4. The District must maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as permitted by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. The District must also maintain and use appropriate safeguards to prevent the improper disclosure of such information by oral communications.
5. The District must insure that any agent or subcontractor agree to the same restrictions and conditions under this Agreement that apply to the District with respect to such Protected Health Information.
6. The District must immediately report in writing to our organization any use or disclosure of our Protected Health Information and/or the identity of our clients that the District becomes aware of, which is not permitted pursuant to this Agreement or pursuant to the Regulations

The District must also mitigate, to the extent practicable, any harmful effect known to the District of a use or disclosure of Protected Health Information by the District that is not permitted pursuant to the Agreement or pursuant to the Regulations.

7. The District must make available any of our organization's Protected Health Information, immediately upon our request, for purposes of insuring the right of access of clients to their own health information.
8. The District must make available to our organization, immediately upon request, any Protected Health Information where our organization has agreed with the client that we will make certain amendments to the information. In such cases, the District must incorporate all such amendments to the information that the District is maintaining.
9. The District must maintain appropriate records of all disclosures of Protected Health Information made to third parties in a sufficient form so as to allow for an accounting of disclosures to properly be generated, as required by the Regulations. Upon our organization's request, such records shall be made available for purposes of providing such an accounting of disclosures.
10. The District must make all of the school's internal practices, books and records relating to the use and disclosure of the Protected Health Information received from our organization, or created or received by the District on our behalf, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or our organization, for purposes of determining whether our organization is complying with the above-referenced regulations.
11. Upon the termination of our agreement for services for any reason, the District must return to our organization all Protected Health Information received from us, or created or



received by the District on our behalf, including Protected Health Information in the possession of the District's agent's and subcontractors, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, the District may choose instead to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction including the date of destruction, manner of destruction, and name, title and signature of the District's authorized agent completing the destruction is immediately provided to our organization. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist.

If the District believes that such a return or destruction is not feasible for any reason, the District must contact our organization to discuss the reason that return or destruction is not feasible and the extension of the protection of this agreement to this information with the limitation of further usage and disclosures.

The District's rights and obligations under this section shall survive the termination of the Agreement.

12. By signing this letter of agreement, the District authorizes termination of this Agreement by our organization, should we find that you have violated a material term of this Agreement.
13. Any reference in this letter of agreement to a section of the *Standards for Privacy of Individually Identifiable Health Information*, shall mean the section as in effect or as amended, and for which compliance is required.
14. The District and our organization agree to take such action to amend this Agreement from time to time as is necessary for our organization to comply with the *Standards for Privacy of Individually Identifiable Health Information*, and related federal and state law.
15. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits our organization to comply with the *Standards for Privacy of Individually Identifiable Health Information*.