

ALTERNATIVE EDUCATION SERVICES AGREEMENT

This **AGREEMENT** is made between the **Warren County School District**, whose principle place of business is 185 Hospital Drive, Warren, Pennsylvania 16365 (hereinafter referred to as the "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, the CCTE is licensed and approved by the Pennsylvania Department of Education to provide educational services for regular education and special education students and is desirous of making such services available to the District; and

WHEREAS, the District wishes to purchase said services from the CCTE for the purpose of providing an alternative education program for selected regular education and special education students of the District.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be bound hereby, mutually understand and agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE CCTE

- a. The CCTE shall ensure that the alternative education program is operated in a building that complies with all federal, state, and local laws regarding facility safety. The occupancy permit for the building will be maintained within the facility.
- b. The CCTE shall at all times hire, train, provide, and maintain Commonwealth certified teachers to serve as instructional staff and certified behavioral counselors to work with the students on the behavioral and/or, mental health issues that impact their success in the classroom. The CCTE shall at all times further ensure that:
 - (i) All staff are of good moral character and at least 18 years of age.
 - (ii) All staff provide physician certifications verifying that they are free of communicable disease, including tuberculosis.
 - (iii) All staff are citizens of the United States.
 - (iv) All staff have met the certification requirements and other requirements mandated by the Pennsylvania Department of Education, the Pennsylvania Department of Public Welfare, and any other regulating body.
- c. The CCTE agrees to provide proof of compliance with the Act 33 and 34

requirements for all of its existing employees or agents who will have direct contact with students of the District. Additionally, the CCTE agrees to provide proof of compliance with the current Act 33 and 34 requirements (including the FBI fingerprint requirements) for any new applicants that are ultimately hired by the CCTE and that will have direct contact with students of the District.

- d. The CCTE shall be responsible for ensuring that the requirements of a student's IEP or GIEP, as established by the District with input from the CCTE, are met in all respects and that all students are provided with a free and appropriate public education. The CCTE staff will maintain educational records on forms provided by the District and report progress on each student having either an IEP or GIEP every 30 days to the District. Special meetings may be called for by the parent, the District or the CCTE to review the IEP or GIEP if adequate progress is not being made or if a new issue must be addressed. It is the District's responsibility to meet department guidelines in establishing this meeting.
- e. The CCTE shall ensure that all applicable compulsory attendance laws are adhered to; shall maintain attendance records on forms approved by the District; and shall submit weekly attendance reports to the District.
- f. The CCTE shall provide complete, accurate and detailed information to the District on each student in the alternative education program every 30 days (or at discharge if sooner) on forms agreed to by the District.
- g. The CCTE shall provide written report cards for each student each six weeks and interim progress reports as necessary between report cards.
- h. The CCTE shall provide, and maintain so long as this Agreement is in effect, insurance coverage for the alternative education program in the following forms and amounts and provide to the District certificates of insurance denoting said coverages:
 - general liability (\$1,000,000 per occurrence; \$3,000,000 aggregate)
 - sexual/physical abuse (\$1,000,000 per occurrence; \$3,000,000 aggregate)
 - professional liability (\$1,000,000 per occurrence; \$3,000,000 aggregate)
 - workers' compensation (amount mandated by Pennsylvania law)

All insurance policies required to be provided and maintained by the CCTE in accordance with this Agreement shall name the District as an additional insured and shall protect both the CCTE and the District, its agents, directors, officers, employees, and Board Members from and against any and all claims, demands, action, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as a result of the CCTE's, or the CCTE's officers, employees or agents

operations and performance in accordance with this Agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance carrier will convey to the District, by certified mail, written notification of any modifications to, alteration of, or cancellation of the policy at least thirty days prior to the effective date of any such modification, alteration or cancellation. All insurance policies required of the CCTE under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, employees, or Board Members, 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.

Evidence of the CCTE's insurance coverage shall be provided by the CCTE to the District on or before August 1st of each and every year that this Agreement remains in effect, and at any time upon the request of the District. All insurance carriers who provide insurance coverage under this Agreement must be authorized to write insurance in the Commonwealth of Pennsylvania.

- i. The CCTE shall be solely responsible, financially and otherwise, for providing all instructional and educational supplies to students enrolled in the alternative education program.
- j. The CCTE agrees to comply with Exhibit A of this Agreement, relative to the Family Educational Rights and Privacy Act. Said Exhibit A is incorporated as a part of this Agreement and is attached hereto.

II. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. The District shall have the responsibility for the selection and removal of regular education and special education students from the alternative education program offered by the CCTE.
- b. The District, as necessary and at the District's cost, shall provide transportation in District owned vehicles to and from the CCTE facility located at 119 Central Avenue in Warren, Pennsylvania.
- c. The District, in accordance with established District policies and procedures, shall award credit for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements.
- d. The District agrees to comply with Exhibit B of this Agreement, relative to Protected Health Information. Said Exhibit B is incorporated as a part of this Agreement and is attached hereto.
- e. The District shall be responsible for ensuring that all legal mandates have been adhered to prior to placing a student in the alternative education program.
- f. The District shall provide timely and complete information to the CCTE on each

student referred to the alternative education program by the District.

- g. The District shall be responsible, financially and otherwise, for transporting all student meals to 119 Central Avenue in Warren, Pennsylvania.

III. GENERAL PROVISIONS

- a. The term of this Agreement, unless terminated earlier in accordance with this Agreement, shall be from **July 1, 2010 through June 30, 2012**, with services being provided by the CCTE on all school days designated on the District's school calendar.
- b. In exchange for the services provided herein, the District shall pay the CCTE \$299, 249 for each year of this two year Agreement. Each year, the CCTE shall invoice the District in ten equal monthly payments of \$29,249 during, and including, the months of September through June. The District will provide payment to the CCTE for services provided under this Agreement within forty-five (45) days of the receipt of the invoice. In the event that this Agreement is terminated early by either party, the compensation paid to the CCTE shall be pro-rated, with the CCTE only being entitled to compensation for those services that were performed prior to the effective date of said termination, less any damages that may be owed to the District in the event that a material breach of this Agreement by the CCTE constitutes the grounds for said termination.
- c. The number of students enrolled in the CCTE's alternative education program at any one time shall not exceed 25 in year one of this Agreement and 30 in year two of this Agreement. In the event that a District has not used its allocated places in the program, it may sell any unused place to another district on an as needed basis, sell that place to another district on an ongoing basis, or pay the cost of the unused place to the CCTE.
- d. The District and the CCTE shall cooperate fully to protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and to protect the confidentiality of student health information as dictated by the Health Insurance Portability and Accountability Act (HIPPA).
- e. The District shall be responsible, financially and otherwise, for providing hearing screenings, vision screenings, physical therapy services, and occupational therapy services for District students enrolled in the alternative education program. All other healthcare services shall be provided by the CCTE, with all associated costs being borne exclusively by the CCTE.
- f. The District and the CCTE agree to arrange and attend coordination meetings a minimum of six times per school year in order to discuss all aspects of the alternative education program, with said aspects including but not being limited to, instructional content, student disciplinary matters, special education matters, and student attendance.

g. The District hereby delegates to the CCTE and the CCTE's agents and employees the necessary authority to supervise and to control the District's students referred to the alternative education program, but such authorization shall not include the right to administer corporal punishment. Notwithstanding the foregoing, the District agrees that it will be solely responsible for implementing and/or enforcing disciplinary procedures to address a student's negative behavior while participating in the alternative education program. The CCTE shall immediately report any student disciplinary problems to the District's Director of Secondary Education.

h. During the performance of this Agreement, the CCTE agrees to abide by all federal, state and local laws, regulations and ordinances. The CCTE shall defend, indemnify and hold harmless, the District and the District's officers, employees, agents, and Board Members for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damages and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person or entity (i) based upon the violation of any law, ordinance, or regulation by the CCTE or the CCTE's officers, employees or agents, or (ii) based upon the CCTE's or the CCTE's officers, employees or agents performance under this Agreement. The CCTE's duties and obligations in accordance with this provision shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

During the performance of this Agreement, the District agrees to abide by all federal, state and local laws, regulations and ordinances. The District shall defend, indemnify and hold harmless, the CCTE and the CCTE's officers, employees, agents, and Board Members for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damages and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person or entity (i) based upon the violation of any law, ordinance, or regulation by the District or the District's officers, employees or agents, or (ii) based upon the District's or the District's officers, employees or agents performance under this Agreement. The District's duties and obligations in accordance with this provision shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

i. This Agreement represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by both Parties and setting forth therein the proposed change, correction, or addition.

j. The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, that the CCTE is an independent contractor and that all persons currently employed by

each Party shall remain the employees of said Party throughout the duration of this Agreement and thereafter.

- k. In the event either Party shall default under or otherwise be in material breach of any of the terms or conditions contained in this Agreement, the non-breaching Party shall have the right to terminate this Agreement and pursue all applicable damages upon 30 days advance written notice by certified mail to the breaching Party.

In the absence of default or material breach by either Party, either Party shall have the right to terminate this Agreement for any reason, and without incurring damages or penalties of any kind, upon 90 days advance written notice by certified mail to the other Party.

- l. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.
- m. This Agreement, and the CCTE's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date previously indicated.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

Board President (SEAL)

THE CHILDREN'S CENTER FOR TREATMENT
AND EDUCATION D/B/A BEACON LIGHT
BEHAVIORAL HEALTH SYSTEMS

By:

Exhibit A – FERPA Compliance by CCTE

The Children's Center for Treatment and Education d/b/a/ Beacon Light Behavioral Health Systems (hereinafter referred to as the "CCTE") is a business entity with an address of 800 East Main Street, Bradford, PA 16701. The CCTE is an independent contractor/organization that will provide an alternative education program for use by the Warren County School District (hereinafter referred to as the "District "). As a part of the program, the CCTE will have access to those student records that are necessary to implement the program and which contain personally identifiable information protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). The District has agreed to grant the CCTE access to the information subject to the following terms and conditions:

- (1) The CCTE agrees, in accordance with the provisions of FERPA, to preserve the confidentiality of any and all student records viewed or accessed during the course of the CCTE's working relationship with the District. The CCTE further agrees that its obligation to preserve the confidentiality of any and all student records shall apply (i) while the CCTE is an independent contractor of the District, (ii) after the termination of the CCTE's relationship with the District, and (iii) at all times in the future.
- (2) The CCTE agrees that the CCTE's access to student records is granted solely on the need to fulfill the CCTE's contractual responsibilities to provide an alternative education program for the District and that the CCTE will not copy, store, disclose or otherwise use such information except in the fulfillment of these responsibilities and as permitted by law.
- (3) The CCTE agrees that the information disclosed to the CCTE may not, at any time, be shared with anyone who is not a representative of the CCTE unless all FERPA requirements relative to such disclosure have been adhered to by the CCTE.
- (4) The CCTE shall (i) maintain strict security measures and controls to prevent disclosure of the information to any third party, (ii) limit the employees/representatives who have access to the information to only those employees/representatives with a legitimate interest in the information, and (iii) inform its employees/representatives of their obligation to maintain the strict confidentiality of the information. The CCTE certifies that it has the necessary control mechanisms in place to ensure compliance with this provision, and the CCTE agrees that the District shall at all times have the right to inspect the security measures and controls that the CCTE has in place to safeguard the information and prevent improper disclosures.
- (5) The CCTE acknowledges and understands that the intentional disclosure by the CCTE of this information to any unauthorized person at any time in the future could subject the CCTE to criminal and civil penalties imposed by law. The CCTE further acknowledges that such willful or unauthorized disclosure also violates District Policy and could constitute cause for termination of the CCTE's independent contractor relationship with the District, regardless of whether criminal or civil penalties are imposed.

(6) The CCTE acknowledges and agrees that this Exhibit B shall govern the actions of the CCTE, its, officers, directors, employees, representatives, and agents relative to any student records and/or personally identifiable information protected by FERPA.

By signing this Exhibit A, the CCTE agrees to bound by the terms and conditions herein contained.

THE CHILDREN'S CENTER FOR TREATMENT
AND EDUCATION D/B/A BEACON LIGHT
BEHAVIORAL HEALTH SYSTEMS

By: _____

Exhibit B - PROTECTED HEALTH INFORMATION

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 the CCTE and, where required, the client. The District will protect all such information and treat it as strictly confidential, abiding by the *Standards for Privacy and 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 the CCTE only: (1) as required by law, or (2) to perform functions, activities or services for, or on behalf of, the CCTE 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 and Individually Identifiable Health Information* if done by the CCTE.
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 the CCTE's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should the District at any time disclose to a third party the CCTE'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 restriction 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 the CCTE any use or disclosure of the CCTE's Protected Health Information and/or the identity of the CCTE's clients that the District becomes aware of, which is not permitted pursuant to this Agreement or pursuant to the Regulations.
7. The District must make available any of the CCTE's Protected Health Information, immediately upon the CCTE's request, for purposes of insuring the right of access of clients to their own health information.
8. The District must make available to the CCTE, immediately upon request, any Protected Health Information where the CCTE 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 the CCTE'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, book and records relating to the use and disclosure of the Protected Health Information received from the CCTE, or created or received by the District on the CCTE's behalf, available to the Secretary of the Department of Health & Human Services, or its agent, upon request of either the Secretary of the Department of Health & Human Services or the CCTE, for purposes of determining whether the CCTE is complying with the above-referenced regulations.
11. Upon the termination of this Agreement for any reason and unless the District is legally permitted to retain the Protected Health Information, the District must return to the CCTE all Protected Health Information received from the CCTE, or created or received by the District on the CCTE's 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 this Agreement and unless the District is legally permitted to retain the Protected Health Information, the District may choose instead to destroy all Protected Health Information, retaining no copies of any 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 complete the destruction is immediately provided to the CCTE. 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 the CCTE 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 this Agreement.

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

By signing this Exhibit B, the District agrees to bound by the terms and conditions herein contained.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

_____(SEAL)
Board President