



Central Intermediate Unit #10

*The "Go To" IU*

DR. J. HUGH DWYER  
Executive Director

PHONE: (814) 342-0884  
TOLL FREE: (800) 982-3375  
FAX: (814) 342-5137  
www.ciu10.org

345 LINK ROAD • WEST DECATUR • PENNSYLVANIA • 16878-8351

AGREEMENT TO PROVIDE SCHOOL BASED ACCESS PROGRAM ACCOUNTING SERVICES

THIS AGREEMENT is made on this 1<sup>st</sup> of November, 2018 between the Keystone Central School District, 86 Administration Drive, Mill Hall, PA 17751 (hereinafter referred to as "KCSD") and the Central Intermediate Unit # 10, 345 Link Road, West Decatur, PA 16833 (hereinafter referred to as "CIU # 10").

NOW THEREFORE, the parties to this Agreement, in consideration of the foregoing and intending to be legally bound, agree as follows:

1. ENGAGEMENT & SCOPE OF SERVICES:

KCSD engages CIU # 10 to provide School Based Access Program services under the terms and conditions set forth in this Agreement. The Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. KCSD shall pay CIU # 10 for School Based Access Program services provided as set forth in Exhibit "A".

2. TERMS:

The term of this Agreement shall be one (1) year, commencing on November 1<sup>st</sup>, 2018, and ending on June 30<sup>th</sup>, 2019. The agreement shall renew automatically for successive additional renewal terms of one (1) year each, unless either party notifies the other party in writing that it desires to terminate the Agreement at least sixty (60) days prior to the expiration of the term of the Agreement then in effect.

3. INDEMNIFICATION:

KCSD agrees to defend, hold harmless and indemnify CIU # 10 from and against any claims related to billing errors which result from KCSD's acts or omissions in its recordkeeping or billing practices.

CIU # 10 agrees to defend, hold harmless and indemnify KCSD from and against any claims related to billing errors which result from CIU # 10's acts or omissions in the processing of or entry of data into any or all germane billing systems.

4. ACCESS TO RECORDS:

KCSD shall make available to the CIU # 10 all documents and records that may be necessary to perform the services described in this Agreement.

5. ASSIGNMENT:

Neither KCSD nor CIU # 10 may assign its interest in this Agreement without the express written consent of the other party.



Central Intermediate Unit #10

The "Go To" IU

345 LINK ROAD • WEST DECATUR • PENNSYLVANIA • 16878-8351

DR. J. HUGH DWYER  
Executive Director

PHONE: (814) 342-0884  
TOLL FREE: (800) 982-3375  
FAX: (814) 342-5137  
www.ciu10.org

6. AMENDMENT:

This agreement may only be amended by the mutual agreement of all parties.

7. CONFIDENTIAL INFORMATION:

Both parties agree they will not at any time during or after termination of this Agreement use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the KCSD and CIU #10.

8. SCOPE OF AGREEMENT:

This Agreement constitutes the final, complete, and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this Agreement will be binding unless executed in writing by the parties to be bound thereby.

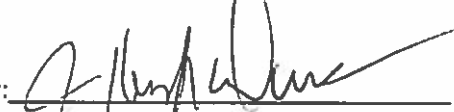
9. OTHER AGREEMENTS:

This Agreement does not supplant any existing services or Agreements between the Keystone Central School District and the CIU # 10.


10. BOARD APPROVAL:

This contract is invalid unless approved by the CIU # 10 Board of Directors, and the Keystone Central School District Board of Directors.

CENTRAL INTERMEDIATE UNIT # 10

By:   
J. Hugh Dwyer, Ed.D., Executive Director

KEYSTONE CENTRAL SCHOOL DISTRICT

By:   
Alan Lonoconus, Ed.D., Superintendent

Executed Hereon 10-17-18  
Date

Executed Hereon 10/3/18  
Date



Central Intermediate Unit #10

*The "Go To" IU*

DR. J. HUGH DWYER  
Executive Director

PHONE: (814) 342-0884  
TOLL FREE: (800) 982-3375  
FAX: (814) 342-5137  
www.ciu10.org

345 LINK ROAD • WEST DECATUR • PENNSYLVANIA • 16878-8351

EXHIBIT "A"  
SCOPE OF SERVICES AND REMUNERATION

SCOPE OF SERVICES

Keystone Central School District (KCS D) and CIU # 10 agree that the CIU # 10 will provide the following Services for KCS D:

1. Create and maintain student database in Easy Trac system.  
This will consist of the following:
  - a. All student required data fields
  - b. All staff required data fields
  - c. All IEP, Phys Authorization, and Parent Permission dates
2. Train KCS D staff members (SLP, OT, PT, PCAs) how to enter their work logs into the Easy Trac system
3. Approve service logs made in the Easy Trac system, and submit appropriate information for billing to PCG
4. Monitor service logs to ensure timely submission by providers
5. Track certification dates for required employees, including CPR certification for PCAs
6. Monitor district exception reports and correct errors or update data
7. Once CIU # 10 receives Individual Education Plan (IEP) with parent permission, will send IEP to CRNP or Physician for Physician Authorization
  - a. KCS D will pay for or have the expense from the physician deducted from SBAP Access revenue receipts
8. Maintain complete SBAP Access files to include all required paperwork at Keystone Central Special Education Office for KCS D students
9. Monitor students on therapists caseloads and check for Medical Assistance (MA) eligibility

KCS D and CIU # 10 agree that the KCS D will be responsible for:

1. Providing the CIU # 10 with copies of IEPs and parent permission for all MA eligible students.
2. Provide staff data including certification dates for MA data base.
3. Maintain total oversight of Time Study and Medicaid Cost Reporting System.
4. Maintain oversight and review of background checks on all providers needed per state requirements



Central Intermediate Unit #10

*The "Go To" IU*

DR. J. HUGH DWYER  
Executive Director

PHONE: (814) 342-0884  
TOLL FREE: (800) 982-3375  
FAX: (814) 342-5137  
www.clu10.org

345 LINK ROAD • WEST DECATUR • PENNSYLVANIA • 16878-8351

## REMUNERATION

### ONE TIME FEE:

At the commencement of this Agreement the CIU # 10 will invoice KCSD a one-time fee of \$5,000.

### YEARLY INVOICES:

The CIU # 10 will invoice KCSD on a quarterly basis for ten (10) percent of the value of the Net Claims to be Paid per the Claim Status Report by Date Paid report contained within the PA SBAP Monthly Management Reports generated by Public Consulting Group (PCG) or a comparable vendor for which PDE contracts to perform SBAP services. The CIU # 10 will invoice KCSD for ten (10) percent of the value of the Net Claims to be Paid for each month that the CIU # 10 provides services to KCSD per the scope of this Agreement.

The CIU # 10 will invoice KCSD seven and a half (7.5) percent of the value of the Net Claims to be Paid for the first month following the termination of this Agreement. The CIU # 10 will invoice KCSD five (5) percent of the value of the Net Claims to be Paid for the second month following the termination of this Agreement. The CIU # 10 will invoice KCSD two and half (2.5) percent of the value of the Net Claims to be Paid for the third month following the termination of the Agreement. Invoicing for three months after the termination of the Agreement will be performed due to the nature of SBAP invoicing and payment system. It is common for PCG to take up to several months to process SBAP submitted claims and to allocate the corresponding funds to the appropriate Local Education Agencies.