

EDUCATIONAL SERVICES AGREEMENT

AGREEMENT dated this 23rd day of June 2016, between the NORTHERN YORK COUNTY SCHOOL DISTRICT in the Commonwealth of Pennsylvania (hereinafter referred to as HOME DISTRICT) and MELMARK, INC. an Approved Private School for in the County of Delaware in the Commonwealth of Pennsylvania (hereinafter referred to as the APPROVED PRIVATE SCHOOL or APS).

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows.

1. The HOME DISTRICT agrees to purchase EXTENDED SCHOOL YEAR and SCHOOL YEAR services described in the Individual Education Program for [REDACTED], a day student from the Home District. The APPROVED PRIVATE SCHOOL agrees to provide the educational services described in the Individual Education Program in accordance with the applicable Federal, State and local statutes, rules and regulations.
2. This AGREEMENT shall be in effect for ESY beginning 7/11/16 through 8/19/16 (30 days) and the School Year beginning 9/6/16 through 6/15/17 (183 days).
3. The HOME DISTRICT agrees to pay \$545.00 per diem for School Program as required by the IEP which will be billed monthly. The obligation of the Home District for such payment is neither implicated by, nor dependent upon, any potential reimbursement from any source, including but not limited to federal, state, municipal, or private agencies, and the Home District will make timely payments to the Approved Private School without regard to such potential reimbursement. The payment obligations of the Home District under this contract are expressly independent of, and unrelated to, Pennsylvania's system of reimbursement for Approved Private School placements, and this contract may not be abrogated, modified, or avoided by the Home District for any reason related to such system (or any system) of reimbursement or the regulatory or administrative requirements related thereto. Nothing in this paragraph is intended to constitute a waiver by Home District of its right to pursue reimbursement for any of the tuition covered by this agreement from the Pennsylvania Department of Education or any other responsible party.
4. Services required beyond those recommended by Melmark's education and treatment team are considered extraordinary services and will be subject to additional payment by the school district for these services.
5. The APS will keep attendance records that will be submitted with the bill. The student's absence from the School shall not constitute a termination of the student's enrollment nor reduce any amount that the Home District is obligated to pay hereunder without the APS's prior written consent. The Home District shall receive notice of the Student's absence in excess of 14 consecutive days for the purposes of convening an IEP Team Meeting.

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6. If the APS determines that it can no longer appropriately serve the student, the Home District shall take all available steps to obtain an appropriate alternative program and to effectuate a transfer to that program. This responsibility on the part of the Home District does not negate or reduce the right of the APS to discharge the student in a manner consistent with applicable law under such circumstances.

7. The parties to this AGREEMENT intend to protect the privacy and provide for the security of Protected Health Information that may be disclosed pursuant to the execution and performance of this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 23rd day of June, 2016.

MELMARK, INC.

NORTHERN YORK COUNTY SCHOOL DISTRICT

Joseph M. Zakrzewski, CPA Date
Vice President and CFO

Authorized School District Representative Date

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