

**CONTRACT SUMMARY**  
**Finance Committee / Board Approval**

**Vendor:** BCIU

**Contract Title / Service:** School-Based ACCESS Program (SBAP) – Direct Service Billing Support

**Department / Program:** Special Education

**Contract Term:** October 1, 2026 – June 30, 2027

**1. Purpose of Agreement**

This agreement provides for the continued use of Bucks IU personnel to assist the District with SBAP direct service billing, including processing eligible related-service claims for Medicaid reimbursement.

The Bucks IU will provide a qualified individual to perform billing support services under the direction of the District's Director of Pupil Services.

**2. Cost Summary**

| School Year  | Cost                        |
|--------------|-----------------------------|
| Daily Rate   | \$540 per day               |
| Maximum Days | 50 days (Max cost \$27,000) |

**Service Schedule:** Up to 2 days per week, remotely

**Billing Terms:** Monthly, based on actual services provided

**Funding Source:** General Fund - Special Education

**3. Administration Notes**

The Bucks IU has transitioned its SBAP direct service billing assistance to a contracted service model for the 2026–27 school year.

This agreement allows the District to continue utilizing IU support for Medicaid direct service billing while maintaining responsibility for the remaining SBAP reporting and compliance requirements.

\*The District may use SBAP reimbursement funds to cover the cost of these services.



705 N. Shady Retreat Rd.  
Doylestown, PA 18901  
Tel: 215-348-2940  
www.BucksIU.org

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## **BUCKS COUNTY INTERMEDIATE UNIT #22 SERVICE AGREEMENT**

**THIS AGREEMENT**, entered into on, by and between the **New Hope- Solebury School District** (hereinafter referred to as “**District**”) located at **180 West Bridge street, New Hope, PA 18938**, and the **Bucks County Intermediate Unit #22** (hereinafter referred to as “**Bucks IU**” and/or “**Contractor**”), located at **705 North Shady Retreat Road, Doylestown, PA 18901**.

### **WITNESSETH**

**WHEREAS**, the District has a need for the following services:

- **School Based Access Program (SBAP) Support Services- Direct Service Billing**

**WHEREAS**, Bucks IU has offered to provide the District with a qualified individual to provide SBAP Support Services, to process eligible related service claims submitted by the district for reimbursement; and

**WHEREAS**, it is understood by both parties that the services provided by the Bucks IU does not include other aspects of the SBAP program such as Random Moment Time Study, IEP Ratio, Quarterly or Annual expense reports, program re-validation or any other aspects of SBAP that are required for the District’s participation; and

**WHEREAS**, the District and Bucks IU mutually agree that the Bucks IU will provide the District with SBAP Support Services for a period of time as needed by the District under the terms and conditions set forth in this Agreement;

**THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY**, the parties agree as follows:

1. This Agreement shall commence on **October 1, 2026** and shall terminate no later than **June 30, 2027**, provided that both parties to this Agreement may extend this Agreement by mutual consent by providing written notice by **April 30, 2027**. In addition, either party may also terminate this Agreement or any extension at any time by providing fifteen (15) days written notice.

## Bucks County Intermediate Unit

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2. For valuable consideration as expressed herein, Contractor shall provide a qualified individual to provide SBAP Support Services to the district:

A. It is understood that under the terms of this agreement the Bucks IU will provide SBAP Support Billing Services with specific duties and workload managed under the direction of **the District Executive Director of Student Services**.

B. Through **June 30, 2027** the rate for these services will be as follows:

- **SBAP Support Services: Direct Service Billing**
- **District Rate: \$540 per day, not to exceed 50 days without pre-approval in the contract period.**

C. Services will be provided up to two full days per week, remotely at another location.

D. Each week's schedule will be mutually agreed to by the **Executive Director of Student Services from the District and the Supervisor of Student Data from the Bucks IU or their designees.**

E. **The District agrees to pay to the Bucks IU the rate for services as outlined above based on actual services provided. The Bucks IU shall submit one invoice at the conclusion of each calendar month. The District agrees to pay approved invoices within thirty (30) days from the receipt of each approved invoice.**

3. If required as part of the job responsibilities, the District agrees to provide financial reimbursement to the Contractor in excess of the compensation stated hereinabove, in order to reimburse the Contractor for any travel, tolls, parking or other out-of-pocket expenses incurred incident to providing services as required by this contract. Requests for such reimbursement will be accompanied by appropriate supporting documentation.

4. The individual(s) serving in this position shall not be responsible for providing printing, and other administrative services, including postage, required by the District for the performance of the duties assigned under this agreement.

5. It is understood and agreed by the parties hereto that the individual serving in this position while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of the District. As such, the individual serving in this position is not entitled to any of the benefits provided by the District to its employees, including, but not limited to, group insurance, state pension plan enrollment, and vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance. The District may, during the term of this Agreement, engage other independent contractors to perform the same work that is performed through the SBAP billing reimbursement Services performed under this agreement.

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6. Contractor agrees to comply with all Commonwealth of Pennsylvania and federal laws and regulations which apply to the District or to the services to be performed by Contractor, and any internal policies or procedures of the District enacted to comply with said state and federal laws and regulations. Contractor shall ensure that any person assigned to the District has all required federal and state criminal background and child abuse clearances, as well as the required health forms, PDE Form 6004, and Act 168 Employment History Review Form as provided for by the Pennsylvania School Code.

7. It is understood that the rights and responsibilities of this Agreement may be transferred or assigned by Contractor to Educational Staffing Services and/or other contractors/subcontractors; and the District through this agreement provides express written permission to Contractor to subcontract or delegate obligations under this contract to Educational Staffing Services or other contractors/subcontractors who work with the Contractor.

8. It is understood and agreed that during the course of work under this Agreement, District may become aware of confidential information about the Bucks IU, including but not limited to information regarding a Bucks IU employee, information about a Bucks IU student, information from a student's educational or medical records, software and computer programs, and knowledge, skills, and abilities of personnel. It is understood that District may also become aware of similar confidential information belonging to Bucks IU and/or Bucks IU clients. It is understood and agreed that all such information is considered to be confidential and privileged under the terms and conditions of this Agreement and cannot be disclosed for any reason. If District uses, discloses, copies, removes, shares (either verbally, physically, or electronically) confidential information in any way that is determined by the Bucks IU to be improper or non-work related in any manner, District will be held liable. It is agreed by both parties that any such disclosure is grounds for immediate termination of this Agreement.

9. Contractor represents and warrants to the District that the individual providing SBAP Support Direct Service Billing to the District is experienced and competent to provide the Services, and is familiar with all federal, state, or regulatory laws, ordinances and regulations which may affect the services provided. If Contractor should violate any terms or conditions of this Agreement or should otherwise fail to perform in accordance with this Agreement, the District may without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the Services to be provided hereunder.

10. This Agreement shall be binding upon the District and Bucks IU, and their successors and assigns.

11. The District and Bucks IU agree to indemnify and hold harmless each other and each other's employees, officers, agents, contractors, subcontractors, attorneys and representatives from and against any and all claims, demands, costs, including attorneys' fees, suits and damages for any reason including bodily injury and property damage for which either one of them become liable that arise out of or result from negligent or intentional acts or omissions of the other, or the

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other's employees, agents, contractors, subcontractors, and/or representatives.

12. This Agreement constitutes the entire understanding and agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by a duly authorized agent or representative of both parties.

**(Signatures are on a separate page)**

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**IN WITNESS WHEREOF**, the District and Bucks IU have executed and delivered this Agreement as of the day and year written on the first page hereof.

### **NEW HOPE-SOLEBURY SCHOOL DISTRICT**

### **BUCKS COUNTY INTERMEDIATE UNIT #22**

By:

\_\_\_\_\_  
Judeth Finn, Board President  
School District

By:

\_\_\_\_\_  
John D'Angelo, President  
Bucks IU Board of School Directors

Attest:

\_\_\_\_\_  
Board Secretary  
New Hope-Solebury School District

Attest:

\_\_\_\_\_  
Michele Ruggiero, Secretary  
Bucks IU Board of School Directors

Date: \_\_\_\_\_

Date:\_\_\_\_\_