

MANAGEMENT ADVISORY GROUP SPECIAL SERVICES, INC.
Educational and Administrative Consultants
"Doing it Better for Less"

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**Agreement with the Kenmore-Town of Tonawanda UFSD
for STAC Services
May 3, 2017**

Management Advisory Group Special Services, Inc., 385 Main Street, Catskill, New York 12414, proposes to provide the following services for the Kenmore-Town of Tonawanda UFSD, 1500 Colvin Boulevard, Buffalo, NY 14223:

1. **Scope of Services** - To be provided is inclusive of the following:
 - A. Management Advisory Group (MAG) Special Services will provide a Consultant(s) to confer with District personnel and file school age public and private STAC forms for the following placements types:
 - i. Summer – public (in-district, other public schools, BOCES), private and chapter students special class and related services/specialized instruction;
 - ii. School Year – public (in-district, other public schools, BOCES), private and chapter.
 - B. MAG Special Services will:
 - i. Amend all current year STACs to actual costs;
 - ii. Complete AVLs and HSCARs ;
 - iii. Cost out new entrants to the system periodically through the school year;
 - iv. Complete re-applications;
 - v. Make onsite visits periodically;
 - vi. Work with the district to obtain approvals for private high cost, residential and out-of-state placements.
2. **Responsibility of the School District** - The District agrees to:
 - A. Provide the necessary information and documents as needed for the delivery of service, including:
 - i. Password and user name for the STAC website with authorization to add, amend and withdraw STACs, and complete online AVLs;
 - ii. User names and passwords for the Districts' IEP software with authorization to create and save reports, view related services and demographics;
 - iii. If the District utilizes MAG for Medicaid Management Services, for audit and privacy purposes, the password for the IEP program should be different than the one used for Medicaid;
 - iv. Special education staff salaries/benefits in order to cost out in-district students.
 - B. Keep student IEPs up to date.
 - C. Provide other information as requested.
 - D. File and verify STACs for preschool and homeless students.
 - E. Verify incarcerated youth STACs filed by the jail in your county (if applicable).

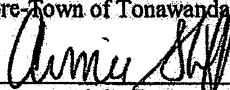
3. Terms of Agreement

- A. MAG Special Services will be due \$24,692/year for this service payable in twelve monthly installments of \$2,057.66 each.
- B. For visits exceeding two times per year, travel expenses to include mileage reimbursement at the IRS rate, tolls and meals, if applicable.
- C. This agreement will be in effect from July 1, 2017 through June 30, 2018.
- D. This agreement may be terminated at any time by either party with 60 days' notice.

4. Miscellaneous

- A. This Agreement constitutes the entire Agreement between MAG and the District hereto, **and** supersedes all existing **STAC Services Agreements** between them.
- B. This agreement shall be construed and governed in accordance with the laws of New York State.
- C. Both parties acknowledge that they may receive and/or come into contact with protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Right & Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and shall comply with said regulations, where applicable.
- D. MAG shall, as required by NYS Education Law 2-d Data Security & Privacy
 - i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. Not use the education records for any other purposes than those explicitly authorized in its contract;
 - iii. Except for authorized representatives of MAG to the extent they are carrying out the contract, not disclose any Personally Identifiable Information (PII) to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - iv. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
 - v. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

Kenmore Town of Tonawanda UFSD



Management Advisory Group Special Services, Inc.

Date

6/5/17

Date