HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

November 3, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Allison Strand
Executive Director of Special Education

RE: Consultant Contract: Blue Sea Educational Consulting, Inc.

Attached is an agreement between the District and Blue Sea Educational Consulting, Inc. for homebound services for students in accordance with the student's 2017-2018 Individualized Education Plan (IEP). Blue Sea Educational Consulting, Inc. will provide the following services:

Special Education Home Instruction:	$75 per 60 minute session
Speech/Language Therapy in the Home:	$60 per 30 minute session
Occupational Therapy in the Home:	$60 per 30 minute session
Physical Therapy in the Home:	$70 per 30 minute session
Parent Training by BCBA in the Home:	$150 per 60 minute session
Counseling in the Home:	$90 per 60 minute session
Translation/Interpreting Services:	$50 per 60 minutes (Spanish and Creole)
Translation/Interpreting Services:	$60 per 60 minutes (Cantonese/Mandarin/Other)

The projected amount of this contract is not expected to exceed $20,000 and is funded through the District's general fund.

Please present the contract to the Board of Education for approval and resolution.

Thank you.

Attach.
/cl

Placement, Consulting & Professional Development
Provider Service Agreement

THIS AGREEMENT made this 1st day of July, 2017 by and between the BOARD OF EDUCATION, **HALF HOLLOW HILLS** (hereinafter referred to as the "School District"), as the party of the first part, having its principal place of business located at **525 Half Hollow Rd, Dix Hills, NY 11746** and **BLUE SEA EDUCATIONAL CONSULTING, INC.** (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at **25 Fenimore Lane, Huntington, New York 11743.**

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract for the provision of related services for its students with handicapping conditions; and **WHEREAS**, SERVICE PROVIDER is in the business of providing general and special education consulting services, professional development, and placement services of licensed and qualified occupational therapists, physical therapists, speech pathologists, social workers, behavior therapists, translators, general and special educators and psychologists; and

WHEREAS, SERVICE PROVIDER warrants that CONSULTING, PLACEMENT and PROFESSIONAL DEVELOPMENT assignments and services will be performed on an as needed basis pursuant to agreed upon goals and objectives, and that for PLACEMENT purposes the SERVICE PROVIDER warrants that it will have reviewed the individualized education program ("IEP") of each pupil serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period July 1st, 2017 to June 30, 2018, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**:
a. SERVICE PROVIDER shall provide services during the school year for those children covered by the terms of this Agreement. The services provided by the SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

i. Services based on individual student IEPs;

ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;

iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;

iv. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

v. Attend all such CSE meetings, except that a fee shall be paid by the school district for such attendance as provided for in paragraph 3 below; and

vi. Complete evaluations as per the request of the Director of Special Education on an as needed basis, except that a fee shall be paid by the school district for such evaluations as provided for in paragraph 3 below.

b. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE & PROFESSIONAL SERVICE RATES:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER at the following rates:

(1) PLACEMENT SERVICES

Behavior Intervention Services

60 Min Paraprofessional-School	$30
60 Minute Health Aide-School	$30
60 Min 2:1 Paraprofessional-School	$50
60 Min Individual	$90
60 Min Parent Train & Counseling	$100
60 Min Case Supervision	$125
60 Min BIS In District Consulting	$125
60 Min BIS FBA/BIP	$125
60 Min BCBA	$150
60 Min PhD BIS	$150
30 Min Group A-B-C Smart	$100

Social Work & Counseling

60 Min Individual Social Work	$90
60 Min Group Social Work	$125
60 Min Individual-Home/Private	$90

Social History	$125

Psychology

Evaluation (Mono/Bilingual)	$250/$450
Psycho-Educational Evaluation	$400/$500
Social History	$100/$125
School Psychologist	$150 per hour/$750 Per Day

Home Instruction & Tutoring Individual Instruction

60 Min Home Instruct General Education	$50
60 Min Home Instruct Special Education	$75
60 Min Home Tutoring General Education	$50
60 Min Home Tutoring Special Education	$75
60 Min Priv. School/Out of Dist. General Education	$60
60 Min Priv. School/Out of Dist. Special Education	$80
60 Min Home/School Certified Reading Specialist	$100

Resource Room Individual & Group Instruction*

60 Min Individual Special Education	$75
60 Min Group/Class Instruct Special Education	$90

* Group = Up to Five Students

Educational Evaluations & Screening

Educational Evaluation – Monolingual	$300
Educational Evaluation – Bilingual	$350
Screening	$75

Occupational Therapy

30 Min Individual	$40
30 Min Group (Flat Rate Per Group)	$80
30 Min Individual (Home/Private)	$60
Evaluation (Monolingual)	$200
Evaluation (Bilingual)	$250
Screening	$50
30 Min OT Consultation	$60
30 Min Group A-B-C Smart	$80

Physical Therapy

30 Min Individual	$50
30 Min Group (Flat Rate Per Group)	N/A
30 Min Individual (Home/Private)	$70
Evaluation (Monolingual)	$250
Evaluation (Bilingual)	$300
Screening	$60

Speech Language Therapy

30 Min Individual	$40
30 Min Group (Flat Rate Per Group)	$80
30 Min Individual (Home/Private)	$60
Evaluation (Monolingual)	$200
Evaluation (Bilingual)	$250
Screening	$50
30 Min Speech Feeding Therapy	$60
30 Min SLP Consultation	$60
30 Min Group A-B-C Smart	$80

* OT & Speech Groups = Up to Five Students

Augmentative/Alternative Communication & Assistive Technology

60 Min AAC/AT Evaluation Services	$125
60 Min AAC/AT Consulting & Train	$150

Translation/Interpreting Services*

60 Min Spanish	$50
60 Min Creole	$50
60 Min Cantonese/Mandarin	$60
60 Min Most Other Languages	$60

**1 hour minimum on all Translation/Interpreting Services*

CSE & Team Meetings

Flat Rate	$75

<u>Nursing</u>

60 Mins Licensed Nurse	$125 /Day Rate negotiable

(2) EDUCATIONAL CONSULTING
Educational Consulting rates are determined based on such factors as nature of consulting assignment, consultant availability, experience and expertise, scope of assignment, and other requirements. Budget proposals are determined on a case-by-case basis. Consulting rates are **$250, $200, $150, $125, $75, and $30** per 60 minutes plus any out of pocket expenses.*

(3) PROFESSIONAL DEVELOPMENT
Professional Development, Training, Conference are determined based on such factors as nature of professional development assignment, presenter availability, experience and expertise, length and location of event, and other requirements. Professional Development Event proposals are determined on a case-by-case basis. Professional Development rates are **$250, $200, $150, $125, $75, and $30 per 60 minutes.**, plus any out of pocket expenses. *

* Out of Pocket Expenses. The School District shall reimburse in full Blue Sea Educational Consulting for any out-of-pocket expenses incurred pursuant to any agreed upon consulting or professional development assignment provided the School District has approved any such expense in advance. Proof of any out-of-pocket expenses shall be furnished by Blue Sea Educational Consulting to the School District in a form compliant with School District requirements.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of SERVICE PROVIDER shall be deemed employees and independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's

workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION**: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. **PAYMENTS BY PARENTS/GRATUITIES**. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
b. STUDENT ABSENCES. Should a student, individually or in a group, be absent or unable to attend a session and reasonable notice is given to the related service provider (the 'Provider"), then the School District shall NOT be responsible for payment of the fee associated with such session. Reasonable notice shall mean notice given to the provider at least 24 hours before a regularly scheduled session. Otherwise, where no such notice is given of the student's absence or unavailability to receive services, then the fee charged to the school district shall be that as provided for in the fee schedule contained in paragraph 3 of this agreement, and that session shall not be made up.

c. **PROVIDER ABSENCES.** Should a Provider be absent or unable to attend a session for any reason whatsoever, whether or not notice is given by such Provider, then the School District shall NOT be responsible for payment of any fee associated with such session, except that the provider may attempt to reschedule such services within a reasonable period of time of the missed date. If and when such services are subsequently rendered then the School District shall be responsible for payment of the fee associated with such service as provided for in Paragraph 3 of this agreement.

d. **PRIVATE SCHOOL.** In the case where the Provider renders service to a student in a Private School geographically located within the public school district that is party to this contract, then the Provider may render reimbursable services during those times when the private school is open irrespective of whether the public school is otherwise open. The Provider may NOT render services when the Private School is closed.

e. **HOME—BASED SERVICES.** Where the Provider renders service to a student in a Home-Based setting, the Provider may render reimbursable services when the public school is open. The Provider may not render reimbursable services when the public school is closed except in the case where services rendered are Applied Behavior Analysis (ABA) services.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **SAVE LEGISLATION:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the

New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all service providers who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT's verification of such providers' clearance status. In the event that SERVICE PROVIDER utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **ATTENDANCE RECORDS**: SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

13. **REPORTS OF STUDENTS**: SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

14. **REPORTS TO STATE**: SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER's or SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

15. **REPORTS TO SCHOOL DISTRICT**: SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.

16. **COMMISSIONER VISITS**: SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

17. **AUTHORIZATION OF SCHOOL DISTRICT**: SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

18. **SCHOOL GROUNDS & RULES**: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

19. **PHOTO IDENTIFICATION.**: SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

20. **STUDENT REMOVAL**: SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child. provided to the child.

21. **STUDENT PRESCRIPTIONS**: Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

22. **TERMINATION NOTICE**:
    a. This Agreement may be terminated by either party upon seven (7) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the

event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.

23. **CONFIDENTIALITY**: SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

24. **HIPAA**: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information and protected student information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

25. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** Both parties agrees that they shall defend, indemnify and hold each other and all their officers, directors, agents, independent contractors and employees harmless for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any negligent act or breach of duties taken or made by each party hereunder with respect to this Agreement.

26. **INSURANCE PROVISION:** SERVICE PROVIDER shall, at its sole expense, procure and maintain such policies of comprehensive general liability as shall be necessary to insure the School District as an additional insured, with the exception of workers' compensation and professional liability, against any claim for liability, personal injury, or death occasioned directly or indirectly by Service Provider in connection with the performance of Service Provider's responsibilities under this Agreement. Each such policy shall provide a minimum coverage of One Million ($1,000,000) Dollars in the event of injury or death to one person, and Three Million ($3,000,000) Dollars in the event of injury or death to more than one person as the result of the

same incident. Service provider shall provide School District with a copy of said policy upon execution of this agreement.

27. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Blue Sea Educational Consulting, Inc.
25 Fenimore Lane
Huntington, New York 11743
Attn: Nicholas Mortati, President

SCHOOL DISTRICT: _____
ADDRESS _____
CITY/TOWN/ZIP CODE: _____

28. **ASSIGNMENT OF AGREEMENT**: SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

29. **DISCRIMINATION**: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

30. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of New York.

31. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

32. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
33. **AGREEMENT CONSTRUCTION**: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

34. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

35. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

36. **NON-WAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

38. **REFERRAL FEE**: The School District shall not enter into a separate agreement or employment with any Consultant and/or Provider working with the School District hereunder for the duration of this agreement plus an additional period of two years thereafter. Should the School District enter into any such agreement or employment then the School District agrees to pay Service Provider a referral fee of Five-Thousand ($5,000) Dollars. School District and Service Provider agree that the fee set forth herein is reasonable and not a penalty, based on all the facts and circumstances at the time of entering into this Agreement, and with due regard to future expectations.

Date: _____ By: _____

PRESIDENT
BOARD OF EDUCATION,

_____SCHOOL DISTRICT

Date: 11/1/2017 By: Nicholas Mortati

NICHOLAS MORTATI, PRESIDENT
BLUE SEA EDUCATIONAL CONSULTING, INC.

ADDENDUM

Blue Sea Data Security & Privacy Plan

Blue Sea Educational Consulting is committed to protecting the privacy and security of each and every student's personally identifiable information and data. Employees and subcontractors of Blue Sea should be aware of policies and procedures, and Parents' Bill of Rights for Data Privacy and Security currently in effect for client school districts for which Blue Sea provides educational services. Blue Sea employees who will receive personally identifiable information from student records shall receive periodic training to ensure compliance with federal and state privacy laws, and overall compliance with this Data Security and Privacy Plan. For purposes of this plan "District Data" means all information obtained by Blue Sea from a client school district in connection with services provided by Blue Sea pursuant to an agreement by and between Blue Sea and a client school district. The term "District Data" does not include any information made publically known by a client school district.

1. District Data received by Blue Sea will be used only to perform Blue Sea's obligations pursuant to a professional services agreement and for no other purposes.

2. Blue Sea will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. Blue Sea will use industry-standard and up-to-date security tools and technologies such as anti-virus protections encryption, firewalls, password protection and instruction detection methods in providing services pursuant to a professional services agreement. Blue Sea will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

3. Blue Sea will only share District Data with entities or persons authorized by the professional services agreement. To the extent that District Data will be shared by Blue Sea with other authorized entities or persons not employed by Blue Sea, then Blue Sea ill ensure those persons or entities will be required to agree in writing that it/they will comply with all terms of this and all related agreements relating to confidentiality of records and data security and privacy.

4. Upon termination of this agreement for any reason, Blue Sea, as directed by a client school district in writing, agrees to securely destroy (take actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means, or return all District Data received by Blue Sea as soon as reasonably possible.

5. Pursuant to New York Education Law §2-d Blue Sea will store and protect district data by a combination of storage/security methods including but not limited to:

a) Storage of Electronic Data: Blue Sea's Operating System ("BOS") as an application is is authored in enterprise level, Microsoft ASP.NET 4.5.1 server-side programming languages, leveraging HTML5/CSS3 for presentation on desktop/mobile/responsive platforms. Webserver is hosted at top tier rack host, in a secure NOC, in Dallas, TX. Data is stored within a MySQL/MariaDB v5 database, hosted on an enterprise cloud rack, with redundant backup, in a secure NOC, in Dallas TX. Communication between server and client is encrypted with SSL (Secure Socket Layer), with 256bit AES encryption. All sensitive data is accessible strictly to users behind user account login credentials, leveraging Microsoft ASP.NET authentication, with strong password schemas.

b) Storage of Non-Electronic Data: Files are stored in locked filing cabinets in a secure physical location;

c) Employee Security Measures: employees are required to adhere to company policies and procedures that protect the security and privacy of personally identifiable student data. These policies and procedures include periodic training, coaching and monitoring. Employees sign confidentiality agreements with respect to maintaining confidential records that are in full force and affect during and upon an employee's separation from employment from Blue Sea;

d) Account Management & Access Control: Employees are required to maintain confidential passwords and unique user identifications. Passwords are regularly and frequently updated. Blue Sea's Operating System provides for automatic termination of sessions that provide access to confidential information.

e) Physical Security Measures: Confidential information is maintained in secured areas within the facilities of Blue Sea, and visitors are excluded from these same areas. These areas are secured by lock and key, and electronic alarm system.

6. Student data will be used for the exclusive purpose of providing educational/related services and/or evaluations to the student as per school district request.

7. Blue Sea will ensure that employees, contractors, persons or entities with whom it shares student data will abide by data protection and security requirements.

8. Upon expiration of the agreement between Blue Sea and a client school district, and Blue Sea and a subcontractor, student data will be saved and maintained in a secure format

for a period of seven (7) years, or a statutory required mandated minimum period of time, whichever is longer.

9. The parent or guardian, student or other individual may challenge the accuracy of the data received by Blue Sea by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If Blue Sea receives a challenge to the accuracy of data from a parent or guardian, student, or other individual, then Blue Sea will notify the client school district in writing. Blue Sea will not amend any data without a written request from the client school district. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York state Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov. The complain process is under development and will be established through regulations to be proposed by the State Education Department's Chief Privacy Officer.

10. A student's personally identifiable information shall not be sold or released for any commercial purposes.

11. A complete list of all student data elements collected by the State Education Department is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx. The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner of and updated by Blue Sea accordingly.

12. Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law §2-d(3) and §2-d(5)(a-b), if a client school district enters into a contract with Blue Sea in which student, teacher, or principal data is shared with, supplemental information for each such contract will be appended to this Parents' Bill of Rights.

13. Individuals may access the State Education Department's Parents' Bill of Rights at: http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf.

Acknowledged by: Nicholas Mortati Date: 11/1/2017

Name/Title: Nicholas Mortati, President

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

November 3, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Allison Strand
Executive Director of Special Education

RE: Consultant Contract: Eden II School for Autistic Children, Inc.

Attached is an agreement between the District and Eden II School for Autistic Children, Inc. for services for students in accordance with the student's 2017-2018 Individualized Education Plan (IEP). Eden II School for Autistic Children, Inc. will provide the following services according to the consulting agreement.

The projected amount of this contract is expected to exceed $20,000 and is funded through the District's general fund.

Please present the contract to the Board of Education for approval and resolution.

Thank you.

Attach.
/cl

Eden II Programs

CONSULTING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__ by and between HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT, ("hereinafter referred to as "SCHOOL"), having its principal place of business located at 525 Half Hollow Road, Dix Hills, New York 11746 and the Eden II School for Autistic Children, Inc., ("hereinafter referred to as the "SERVICE PROVIDER"), having its principal place of business for purposes of this Agreement at 15 Beach Street, Staten Island, New York 10304 and 600 Newbridge Road, East Meadow, NY 11554

WITNESSETH:

WHEREAS, the SCHOOL is authorized by law to contract with independent contractors for delivering instruction using Applied Behavior Analysis ("ABA") methodology and techniques to special education students classified by its Committee on Special Education ("CSE"); and

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of Applied Behavior Analysis; and

WHEREAS, the SCHOOL desires that SERVICE PROVIDER provide "ABA" services to designated special education students as listed in Appendix "A" pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it will review the individualized education program ("IEP") of each pupil to be enrolled in its program upon receipt of the IEP from the SCHOOL, and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 20167 through June 30, 2017, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** Upon the request of the SCHOOL, SERVICE PROVIDER may provide any of the following services to students covered by this Agreement during the term of the Agreement.

   i. Classroom observations;

   ii. Team and clinical meetings;

   iii. Phone consultations;

iv. Data collection and analysis;

v. Report writing;

vi. Functional Behavioral Assessments;

vii. Development of Behavioral Intervention Plans;

viii. Behavior Management;

ix. Production of materials or resources;

x. Curriculum Development;

xi. Program Monitoring;

xii. Staff training; and

xiii. Parent training

3. **PAYMENT SCHEDULE:** In consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL for the term of this Agreement, SCHOOL agrees to pay SERVICE PROVIDER at the following rates:

CONSULTING SERVICE	BILLING RATE*
Autism Behavioral Consultation	$145
Home Consultation	$145
Home Coordination	$145
Parent Training	$145
Home Supervision	$110
Home Special Education Teacher	$86
Home Behavior Specialist	$54
Counseling	$145
Speech Therapy	$115
Group Speech per student	$86
Evaluations	$1,000 per component
Assessments	$750 per component
** All services billed hourly.*	

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER shall submit an invoice to the SCHOOL on a monthly basis for services rendered pursuant to this Agreement. The SCHOOL shall make full payment within forty-five (45) calendar days after receipt of

the invoice. The provision of consulting services by SERVICE PROVIDER in accordance with the terms of this Agreement constitutes an obligation upon the SCHOOL to make full payment in accordance herewith. The invoice shall include, as applicable, time sheets and attendance, types of services rendered and fees payable. The SCHOOL shall give SERVICE PROVIDER notice of any invoice dispute without unreasonable delay upon receipt and reserves the right to withhold the disputed amount pending resolution of the dispute and to avail itself of any remedy or course of action it has at law or in equity at a later date. All billing issues shall be addressed to:

Eden II School For Autistic Children, Inc.
Attention: Erin Archibald
600 Newbridge Road
East Meadow, New York 11554

5. **INDEPENDENT CONTRACTOR:** All employees and consultants of SERVICE PROVIDER shall be deemed employees and consultants of SERVICE PROVIDER at all times and for all purposes SERVICE PROVIDER alone shall be responsible for their work, direction, compensation, and applicable taxes.

6. **FINGERPRINTING; BACKGROUND CHECKS:** SERVICE PROVIDER shall perform background checks and fingerprinting of all staff directly providing services to students. SERVICE PROVIDER shall provide the SCHOOL with the appropriate proof of clearance for employment by the New York State Education Department upon written request.

7. **REPORTS TO SCHOOL:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL on a quarterly and annual basis. SERVICE PROVIDER will render such reports to SCHOOL at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL.

8. **AUTHORIZATION OF SCHOOL:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL.

9. **STUDENT REMOVAL:** A student may only be added to the program / services upon mutual consent of the parties in writing. SCHOOL may remove a child from the program / services at any time during the contract / school year in accordance with the student's IEP and upon written notice to the SERVICE PROVIDER.

10. **STUDENT PRESCRIPTIONS:** Upon request, SCHOOL shall obtain all medical prescriptions from the parent / guardian of students referred to SERVICE PROVIDER.

11. **TERMINATION NOTICE:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. Upon any such termination, the parties shall endeavor in good faith to ensure that students are transitioned appropriately to a new provider without loss of services, and

SERVICE PROVIDER shall be compensated for services requested by SCHOOL in connection with transitioning of students. Compensation will be based on the service type requested. In the event of termination, all reports and services due to SCHOOL must be completed by SERVICE PROVIDER within thirty (30) days of the termination date. Any remaining balance due to SERVICE PROVIDER on such termination date shall be paid by the SCHOOL within thirty (30) days of the notice of termination.

12. **HIPAA:** Both parties to this Agreement understand that they may receive and / or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

13. **RECIPROCAL INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL, its officers, trustees, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement. SCHOOL further agrees that it shall defend, indemnify and hold harmless SERVICE PROVIDER, its officers, trustees, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SCHOOL or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

14. **INSURANCE PROVISION:** SERVICE PROVIDER, at its sole expense, shall procure and maintain such policies of commercial general liability insurance which shall insure SERVICE PROVIDER, its officers and employees and the SCHOOL (as an additional insured), during the operation of and in the performance of this Agreement against third party claims for tort damages, bodily injury and personal injury, including death and property damage, as shall arise as a result of the negligence of SERVICE PROVIDER, its officers or employees. The limit of liability under this commercial general liability or umbrella insurance coverage, including contractual, shall be at least $2,000,000 (Two Million Dollars) combined single limits per occurrence. Such damage shall include all injuries to, or destruction of, property of such claimants, as well as the loss of use occasioned by the occurrence.

15. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Joanne Gerenser
Executive Director
Eden II School for Autistic Children, Inc.
15 Beach Street
Staten Island, New York 10304

Half Hollow Hills Central School District
525 Half Hollow Road
Dix Hills, New York 11746

16. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

17. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.

18. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

19. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

20. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

21. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

22. **AUTHORITY TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Date:_____ By: _____

BY:
HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT

Date:_____ By: _____

BY:
EDEN II SCHOOL FOR AUTISTIC CHILDREN, INC.

Eden II Programs

RATE SHEET – FY 2017 / 2018

SERVICES	RATES
Autism/Behavioral Consultation	145/hr
Home Consultation	145/hr
Home/School Coordination	145/hr
Parent Training	145/hr
Behavior Intervention Supervision	110/hr
In-Home Special Education Teacher	86/hr
Behavior Intervention Services	54/hr
Counseling	145/hr
Speech Therapy	115/hr
Social Skills – Individual/ Group Sessions	110/hr
Speech Clinic Feeding Evaluation- 110/hr Functional Communication Training -110/hr IEP/Program Review- (Hourly Rate) Specialized Training-(Hourly Rate)	1,200.-Augmentative / Alternative Communication (AAC)Evaluation
Assessments / Evaluations Psychological-750/1,00 Speech-750/1,000 Vocational/Transition Assessment-750 Functional Behavior Assessment(FBA)-145/hr Behavior Intervention Plan(BIP)-145/hr Diagnostic Evaluation-3,000	Assessment- no standardized testing Evaluation-standardized testing
Job Coach	54/hr
Job Developer	86/hr
Programmatic Consultation Staff Development Services	ABA Classroom Development-$145/hr Ongoing Autism/ABA Classroom Consultation Services-145/hr Autism Program Evaluation- 145/hr 750/ Half Day Training / 1,500. Full Day Training (Other rates / duration available) NYSED Mandated Autism Coursework Training (Call for rates)
Social/ Vocational Preparation Program	7,327.00/ 6-week summer session 350/week for 10week afterschool program (10m)

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

November 16, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Mrs. Allison Strand
Executive Director of Special Education

RE: Consultant Contract: Health Source Group

Attached is an agreement between the Half Hollow Hills Central School District and Health Source Group who will be providing 1:1 nursing to a student with special needs for the 2017-2018 school year.

The projected amount of this contract is expected to exceed $20,000 and is funded through the District's general fund.

Please present the contract to the Board of Education for approval and resolution.

Thank you.

Attach.

/cl

HEALTH SOURCE GROUP

76 North Broadway
Suite 3003
Hicksville, New York – 11801

Phone: 516-605-1310
Fax: 516-605-1306
www.healthsourcegroup.com

General Terms and Conditions for Facility Services

These GENERAL TERMS AND CONDITIONS FOR FACILITY SERVICES (hereinafter referred to as this "Agreement") is dated __2017-2018_____, and is between **Health Source Group (HSG)** and _____**Half Hollow Hills School District**_____ ("Client") with address _____.

Whereas, HSG is engaged in the business of recruitment and employment of professional health care personnel (hereinafter referred to as "HSG Professionals");

NOW, THEREFORE, for valuable consideration, HSG and client agree as follows:

1. PROVISION OF SERVICES BY HSG. HSG shall provide Client with the services of HSG Professionals in the categories and numbers and upon the terms agreed upon by HSG and Client. The name of each HSG Professional selected by Client, along with his or her assignment and specialty, shall be presented to HSG. HSG will perform due diligence to ensure professionals selected by Client are compliant as required by JCAHO, New York State and Client specific guidelines. Client shall promptly provide to HSG any information reasonably requested by HSG to enable HSG to comply with such requirements.

2. PROCEDURE FOR REQUESTING HSG PROFESSIONALS.

2.1 Client Request for HSG Professionals. Upon the execution of this Agreement, Client shall furnish HSG with detailed specifications of the HSG Professional required, according to the HSG Professionals' respective specialties, number of HSG Professionals required and any other conditions and HSG shall endeavor to provide the HSG Professionals as requested.

2.2 Processing of HSG Professionals. After a HSG Professional is selected by Client and HSG has agreed to render services to Client by written notification, HSG shall arrange for each available HSG Professional to begin service with Client as per Client request. HSG shall provide the name of such HSG Professional, his or her assignment and specialty to Client. Client agrees to provide to each HSG Professional adequate orientation promptly following each HSG Professional's arrival at the workplace. HSG shall obtain worker's compensation, unemployment and malpractice insurance coverage for each HSG Professional.

3. WORKING TERMS

3.1 Procedures; Facilities. Each HSG Professional shall be required to perform his or her duties within the framework of normal working procedures of, and according to, the reasonable working schedules determined by Client. Client shall provide the HSG Professionals the same facilities as are available to Client's staff employees.

3.2 Relocation. If Client has more than one facility within its corporate group, Client undertakes not to relocate any HSG Professional to a different facility without the prior written consent of HSG.

3.3 **Continuing Education.** Client agrees to provide to each HSG Professional, as is necessary or appropriate for Client's facility, upon arrival of each HSG Professional, and any Client mandatory education classes.

4. **Rights of Discipline and Suspension.** HSG may, in its sole discretion, discipline or terminate the services of an HSG Professional for any reason. Client may terminate the services of an HSG Professional for cause, and shall promptly convey to HSG the content of any written or verbal warnings or discipline given to any HSG Professional. HSG shall have the right, upon reasonable notice to Client, to review any HSG Professional's personnel files and Client's written policies and procedures as they apply to the HSG Professionals.

5. **PAYMENT TERMS.** HSG's current billing rates for HSG Professionals are set forth on Exhibit A to this Agreement, and are fixed for a period of twelve (12) months from the date of this Agreement. Client agrees to pay such rates for any HSG Professional who renders services to Client, within thirty (30) days after the date of each invoice. Client shall deliver by fax or courier to HSG on the first Tuesday succeeding each regular weekly payroll period the attendance report for each HSG Professional for such payroll period. Each invoice for work performed in any billing period shall be payable by Client in full, in accordance with the terms of payment provided for herein, without credit or offset whatsoever. Interest shall be payable on overdue invoices at a daily rate of the lesser of: (a) the highest rate permitted by law, or (b) one-and-three-quarters percent (1.75%) per month. **NOTE:** Client and HSG are in agreement in the event HSG nurse fails to punch in and/or out as will be designated; there will be a one hour deduction from nurse's payroll for said shift as penalty at client's discretion.

6. **INDEMNITY.** Client shall indemnify, hold harmless, and defend HSG and its' directors, officers, employees, and agents from all liabilities, loses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused, directly or indirectly, by or as a result of the performances of Client's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring in the workplace or while the HSG Professionals are under the direction or control of Client, HSG shall indemnify, hold harmless and defend Client and its' directors, officers, employees, and agents from all liabilities, losses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused directly or indirectly, by or as a result of the performance of HSG's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring away from the workplace or while the HSG Professionals are under the direction or control of HSG.

7. **LIMITATION OF LIABILITY.** Client shall not be entitled to any compensation or damages from HSG if: HSG is unable to provide an HSG Professional as specified in the Agreement after using its' best efforts to do so; an HSG Professional engages in any conduct which entitles Client to suspend the HSG Professional; illness or personal tragedy (as substantiated by HSG) is suffered by an HSG Professional; an HSG Professional leaves his or her position with Client voluntarily for any reason or is dismissed by Client or HSG, or force majeure (as substantiated by HSG) prevents the performance of all or part of this agreement.

8. **RESTRICTIONS ON RECRUITMENT.** Client agrees not to recruit, directly or indirectly, any HSG Professional supplied by HSG during such HSG Professional's employment by HSG or during a six (6) month period after completion of an assignment, without (a) the prior written consent of HSG, which may be granted or withheld in the sole discretion of HSG, and (b) remitting to HSG a recruitment fee equivalent to twenty (20) % of Professional's annual salary for each HSG Professional.

9. **TERM AND TERMINATION AGREEMENT.**

9.1 **Term.** The term of this Agreement shall commence on the date hereof and shall continue in effect for a period of at least one (1) year. Thereafter, this Agreement shall remain in effect until

terminated by either party upon at least ninety (90) days prior written notice to the other party. HSG reserves the right to adjust fees with thirty (30) days written notice.

9.2 **Termination of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be terminated in the event that: (a) a party shall become the subject of a proceeding under the United States Bankruptcy Code; make an assignment for the benefit of its creditors; assign its rights or obligations hereunder without the written consent (other than specifically provided for herein) of the other party; have a substantial portion of its assets subjected to a creditor's lien which is not removed within thirty (30) days after such party has notice of such lien or become imminent; or (b) Client fails to pay any invoice when due, and fails to cure such default within seven (7) days after written notice thereof. Client acknowledges that upon default by Client, HSG shall have no further obligation to furnish HSG Professionals to Client.

10. MISCELLANEOUS.

10.1 **Assignability.** Neither HSG nor Client may assign any of it's rights, or delegate any of it's duties hereunder, to any other party, by operation of law or otherwise, without the written consent of the other party, and any attempted assignment or delegation in violation of this Section shall be void.

10.2 **Parties' Authority.** Each party hereto represents and warrants that it is authorized to execute, deliver and perform this Agreement, and that all necessary corporate action has been taken and consents have been obtained.

10.3 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly performed in that jurisdiction.

10.4 **Attorney's Fees and Costs.** In the event of any litigation or arbitration commenced by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

10.5 **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement or a breach thereof shall be submitted to arbitration in New York, NY, in accordance with the rules and regulations of the American Arbitration Association then in effect. The decision of the arbitrators and the award of any damages shall be binding and conclusive on the parties.

10.6 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given.

10.7 **Integration; No Waiver.** This Agreement, together with all agreements, documents, and other instruments attached or to be attached hereto, set forth the entire understanding between the parties hereto with regard to the subject matter of this Agreement. No waiver shall be deemed to be made by any party hereto, and this Agreement shall not be changed or modified in any respect, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

HEALTH SOURCE GROUP

By: Patricia Hennessy
Printed Name: PATRICIA HENNESSY
Title: Staffing Manager
Date: 11/15/17

HALF HOLLOW HILLS SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A

HEALTH SOURCEGROUP

HOURLY RATES

Per-Diem Rates

CNA:	$25.00 PER HOUR
LPN:	$40.00 PER HOUR
RN:	$54.00 PER HOUR

*** There will be no charge if the student does not attend school.

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

October 26, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Mrs. Allison Strand
Executive Director of Special Education

RE: Special Education Services Contract: Locust Valley Central School District
District of Location - 2017-2018 School Year

Attached, please find 2 copies of the contract between Locust Valley School District (District of Location) and the Half Hollow Hills Central School District (District of Residence).

This contract is for the provision of services in accordance with Education Law 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the district of location, but reside in the district of residence.

This contract is for services to be provided for the 2017-2018 school year.

Please present the contracts to the Board of Education for signature and approval.

Thank you.

Attach.
/cl

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into between the Board of Education of the **Half Hollow Hills School District** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at 525 Half Hollow Rd., Dix Hills, NY 11746 and the Board of Education of the **Locust Valley Central School District** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at 22 Horse Hollow Road, Locust Valley, New York 11560.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private school in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE and have provided the DISTRICT OF LOCATION with timely notice; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM:** The term of this Agreement shall be from July 1, 2017 through June 30, 2018 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

    a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
    b. The DISTRICT OF LOCATION represents and warrants that it has received written consent from the parents of these students listed on Confidential Schedule A to share personally identifiable special education information with the DISTRICT OF RESIDENCE.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c. and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations define the cost and categories of costs that may be charged hereunder.

   The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.

   a. The DISTRICT OF RESIDENCE shall pay the costs claimed by the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute or claim arises regarding payment, the parties shall have those legal rights and remedies provided by law and regulation. Failure to provide the written notice herein shall not preclude the DISTRICT OF RESIDENCE from disputing the costs by the DISTRICT OF LOCATION. Resolution of disputes regarding such cost claims shall be governed by Education Law Section 3602-c and part 177 of the Regulations of the Commissioner of Education.

D. TERMINATION:

This Agreement may be terminated by written notice of either party.

E. MISCELLANEOUS:

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF RESIDENCE:

Half Hollow Hills School District
525 Half Hollow Rd.
Dix Hills, NY 11746

To DISTRICT OF LOCATION:

Locust Valley CSD
22 Horse Hollow Road
Locust Valley, NY 11560

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement. Enforcement of this Agreement must be made pursuant to Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.

4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

6. This Agreement along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and super cedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

8. It is expressly understood that nothing in this Agreement is intended to modify or vary or enlarge or diminish the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation. This Agreement does not provide either party with a breach of contract action. Enforcement of this Agreement is through the dispute resolution procedures set forth in Part 177 of the Regulations of the Commissioner of Education.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.

10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligation under Federal or State law or regulation.

DISTRICT OF RESIDENCE	DISTRICT OF LOCATION
_____	_____
BY: President Board of Education	By: Brian T. Nolan President Board of Education Locust Valley CSD
Date_____	Date 10/19/17

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

November 2, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Mrs. Allison Strand
Executive Director of Special Education

RE: Consultant Contract – Milestones in Home Care, Inc.

Attached is an agreement between the Half Hollow Hills Central School District and Milestones in Home Care, Inc. for services as follows for the 2017-2018 school year:

> **To provide a RN to accompany a student with special needs, Monday through Friday (8am-4pm).**

The cost of the contract is expected to be approximately $70,000.

Please present the contract to the Board of Education for approval and resolution.

Thank you.

Attach.
/cl

Agreement Between Milestones In Home Care, Inc. and Half Hollow Hills School District

This is the record of an agreement ("Agreement") between Milestones In Home Care, Inc. and the Half Hollow Hills School District ("District") with its principle place of business for purposes of this Agreement located at 525 Half Hollow Road, Dix Hills, New York 11746 and Milestones In Home Care, Inc. ("Contractor") with its principle place of business located at 24 Roberts Street, Farmingdale, New York 11735.

1. **Purpose:**

   The Contractor agrees to provide an RN/LPN to accompany any students within said District to school, Monday through Friday (8:00 A.M. to 4:00 P.M.), and substitute nursing as able, during the school year 2017-2018.

2. **Obligations of Contractor:**

   (a) The Contractor agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, and competency to perform RN/LPN services and such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the regulations of the Commissioner of Education, and any other applicable law, rule or regulation to provide said services.

   (b) The Contractor agrees that all individuals performing services under this agreement who will have direct contact with any student, will comply with all legally required criminal background and fingerprint clearance including, but not limited to, requirements set forth in the New York Education Law. Necessary clearance with the Commissioner of Education must specifically identify the Half Hollow Hills School District. Milestones must submit to the School district proof of the appropriate background, fingerprinting, and other necessary clearance requirements prior of allowing any individual to provide services under this Agreement.

   (c) The Contractor agrees that services rendered under this Agreement will be in compliance with all federal, state, or local laws, rules, regulations including but not limited to regulations of the Commissioner of Education, the Health insurance Portability and Accountability Act of 10996, and the Family Educational Rights and Privacy Act ("FERPA").

   (d) The Contractor shall not disclose the identity of any student and/or his or her parents/guardians, or any other student, to any entity without the written permission of students parents/guardian.

   (e) The Contractor shall not disclose student educational records of any student, except upon parental consent, upon forms prepared by the School District, or as otherwise authorized by the Family Educational Rights and Privacy Act. The contractor shall further maintain the confidentiality of all medical, psychological, and student records in compliance with all federal and state laws, rules, or regulations.

3. **Fees:**

The District in return for this service agrees to pay Milestones In Home Care, Inc. $54.00 per hour (LPN rate) and $60.00 per hour (RN rate) for all full or partial days that any students within said District attends school. Services will be billed on a bi-weekly basis. Half Hollow Hills School District agrees to pay Milestones In Home Care, Inc. within 30 days of the invoice date.

4. **Term, Renewal, and Termination:**

(a) This Agreement shall become effective upon the signing of this Agreement by both parties (the "Effective Date") and ratification by the Half Hollow Hills School Board of Education ("BOE") and shall remain in effect until June 30, 2018.

(b) This Agreement may be reviewed annually by the parties and renewed if appropriate. Any such renewal shall be in a writing duly executed by the parties and must be ratified by the BOE.

(c) The District may terminate this Agreement at any time, without cause, by providing written notice to the Contractor. In such an event, the District will only be obligated to pay the Contractor the pro-rata portion for the fee for Services actually provided.

(d) The Contractor may terminate this Agreement at any time, without cause, by providing thirty (30) days written notice to the District.

5. **Independent Contractor; Indemnification:**

(a) The relationship of the parties is that of independent contractor and any and all Services performed by Contractor and its employees or agents under this Agreement shall be performed in such capacity. None of the Contractor's, employees, consultants, or agents shall hold him/herself out as, not claim to be, an officer or employee of the District, not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.

(b) Contractor shall defend with competent counsel indemnify, and hold harmless the District, including its trustee, directors, officers, employees, representatives, and agents with respect to all claims, liabilities, injuries, losses, expenses, and/or damages as a result of, arising from or in connection with its performance and/or non-performance under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.

(c) It is agreed by Contractor and the District that neither federal, state or local income taxes or payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or

paid by the District on behalf of any Contractor employee, consultant, or agent. Said payments are to be made by Contractor in compliance with all federal, state, and local laws, rules or regulations. Contractor agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over Contractor or its relationship with the District. Contractor further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties' nonpayment and/or underpayment of any such taxes or payments.

(d) Subsection 5 (a), (b), and (c) shall survive any expiration, termination, or non-renewal of this Agreement.

(e) The District acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor or its agents performs Services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

(f) Nothing in this Agreement shall restrict contractor from providing Services or otherwise engaging in business with, any other person and/or entity.

6. **Insurance:**

The Contractor and/or its agents will maintain general liability insurance of $1,000,000/$3,000,000 and professional liability insurance of $1,000,000/$2,000,000. The Contractor will provide the District with documentation of such insurance coverage. The Contractor shall maintain workers' compensation insurance of the type and amount required by law. The Contractor shall name the District with a Certificate of Insurance so naming the District. If for any reason the contractor's insurance is changed or cancelled, the contractor shall provide the District with written notice, at least ten (10) days prior to change or cancellation.

7. **Notices:**

All notices and communications under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Notices to Contractor shall be sent to Denise Giovanniello, RN Director of Nursing, at the respective address as set forth above. Notices to the District shall be sent to Allison Strand, Executive Director of Special Education, 525 Half Hollow Road, Half Hollow Hills, NY 11746.

8. **Assignment:**

This Agreement and its respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of the other party.

9. **Entire Agreement; Amendment:**

This agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party. This Agreement may only be amended by a further written document signed by the parties.

10. **Severability:**

Should any provision of the Agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceable of such provision shall not affect the validity of the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential purpose of the Agreement, in which case the Agreement shall be terminated.

11. **Waive:**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

12. **Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of New York, without regard to its choice of law principles. In the event of any controversy between the parties relating to this Agreement, the controversy shall be resolved in a court of appropriate subject matter jurisdiction located in Suffolk County, New York, unless the parties shall otherwise agree in writing. The parties consent to the personal jurisdiction of such court over them.

13. **Construction:**

The language of all parts of this Agreement shall be construed as a whole, accordingly to its fair meaning, and not strictly for or against either party, regardless of who drafted it.

14. **Counterparts:**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute and be the same instrument.

The following signatures established the parties' assent to this Agreement as of the date set forth at the beginning.

Dated: _____ Half Hollow Hills School District

By: _____
President, Board of Education

Dated: 10/25/17 Milestones In Home Care, Inc.

By: Denise M Giovanniello
Denise M. Giovanniello RN
Director of Nursing

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

November 2, 2017

TO: Dr. Patrick Harrigan
Superintendent of Schools

FROM: Mrs. Allison Strand
Executive Director of Special Education

RE: Consultant Contract: The Charlton School/Ketchum-Grande Memorial School

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Attached please find an agreement between the district and The Charlton School/Ketchum-Grande Memorial School for the 2017-2018 school year.

The agreement is for the provision of instruction for a student with disabilities placed at The Charlton School/Ketchum-Grande Memorial School by the Committee on Special Education. The Charlton School/Ketchum-Grande Memorial School will be compensated through the District's general fund at the rate set forth by New York State.

Please present the contracts to the Board of Education for approval.

Thank you.

Attach.
/cl

The Charlton School/Ketchum-Grande Memorial School
PO Box 47 Burnt Hills, NY 12027
Education Contract
2017-2018
[redacted]

This AGREEMENT made this 30th day of October 2017, by and between the Half Hollow Hills School District, hereinafter referred to as the "School District" and Ketchum-Grande Memorial School/The Charlton School, a duly organized not-for-profit corporation and New York State School District of Regents chartered school, with permanent approval from the New York Sate Education Department pursuant to Article 89 Section 4402 of the New York State Education laws for the instructions of school-age student with disabilities. The offices and campus are located at 322 Lake Hill Rd/PO Box 47, Burnt Hills, NY 12027, and hereinafter referred to as "Charlton".

Witnesseth

Whereas, the District is charged in all respects with the superintendence, management and control of the educational affairs of the District and

Whereas, the District is specifically empowered to enter into contract with approved non -public special education facilities for the education of students classified for special education and,

Whereas, the Charlton is such an approved non-public education facility: NOW THEREFORE, the parties hereto, covenant and agree as follows:

1. If the district shall determine that a child or children can benefit from the educational services of the Charlton, the Charlton shall thereupon, determine whether such child or children shall be accepted, provided, however, that determination of acceptability shall be made solely in accordance with established admission policies of the Charlton. If the parties agree to place a child or children with the Charlton, an ancillary (STAC-1) will be executed with regard to each individual child and forwarded to the State Education Department.

2. The district will provide the Charlton School with the complete local district records regarding the child or children referred for admission including, but not limited to, psychiatric and/or psychological reports, achievement tests scores, regular report cards, teacher comments, interviews, a current IEP, transcripts and a current psycho-educational evaluation. Charlton will obtain whatever releases or other legal documents are necessary in order that Charlton may render full and complete reports concerning the education and progress of students covered by the terms of this agreement. Charlton will render such additional reports as may be required by the school district.

3. The tuition costs to be borne by the district for each child placed pursuant to paragraph 1 above shall be payable for a 10 month period beginning in September and ending in June, in equal monthly installments at the end of each month in the amount of State Education Department (SED) approved Regular Tuition Rate for the 10 month program of $3,904.60 monthly (attached) and the 2 month summer program starting in July and ending in August of the SED approved 2 months Regular Summer Tuition Rate of $6,508.00 (attached). There is also a State Education Department (SED) approved Title 1 Tuition Rate for the 10 month program of $1,127.50 monthly (attached) and the 2 month summer program starting in July and ending in August of the SED approved 2 months Title 1 Summer Tuition Rate of $1,879.00 (attached). These rates are set and adjusted annually by NY State Department of Education. In the event a child is withdrawn, tuition shall be refunded to the district by the Charlton on a per diem basis from the first day of the month of withdrawal until the day of withdrawal. Also, payable on a monthly basis is the approved by N.Y.S. Office of Children and Family Services CSE maintenance per diem rate of $403.68. This is the room and board plus the medical/health services per diem set by the N.Y.S. Department of Health. These OCFS CSE maintenance rates are subject to annual adjustments. In the event a child is enrolled after the first day of the month tuition shall be charged on a per diem basis during the month of enrollment and monthly thereafter. Rates are subject to change by the State of New York. In the event a child is withdrawn, tuition shall be refunded to the district by the Charlton on a per diem basis from the first day of the month of withdrawal until the day of withdrawal.

4. Educational services will be provided in accordance with the program of the Charlton , and shall include but not be limited to classroom instruction and work , individual, remedial tutoring , specialized reading and language instruction, physical education and arts and music. Therapeutic services – individual and group counseling will also be provided. Individual counseling and other related services for the student will be provided as stated in the IEP.

5. The Charlton School shall keep the district fully advised as to the status and progress of the child or children. The district shall provide the Charlton with an Individualized Education Program to be written annually for each student and forwarded to the contractor. Reports generated by the Charlton to include but not limited to psychological/psychiatric reports and the academic reports developed on each child will be forwarded to the school district.

6. The Charlton School certifies and agrees that the charges to the district shall be determined solely on the basis of educational expenditures and such charges do not exceed reasonable costs as determined by the Commissioner of Education and/or the school district. The district will submit a separate STAC form for the summer program and is responsible for tuition, maintenance and medical rates determined by SED, NYSOCFS and NYSDH respectively. The Charlton agrees to allow itself to be audited for the purpose of determining that the costs incurred herein are educational in nature and are reasonable.

7. Partial reimbursement of expenses incurred in order to facilitate in-state home visits as required by the student's IEP will be shared by The Charlton School and the School District and will billed to the School District on a monthly basis. All trip expenses will be submitted in the form of a detailed Travel Plan that will be provided on a monthly basis. The Travel Plan will include the date of the home visit, the exact cost of the round trip transportation with receipt, the destination and the name of the parent or family member being visited. The reimbursement cost for a once a month visit will be included in the monthly billing. The Charlton School will be responsible for the costs of all visits beyond the once a month visits. Most students go on a home visit an average of two times per month.

8. No child classified for special education shall be removed or transferred from the care of the Charlton School without the knowledge of the district. The superintendent may terminate the program with the Charlton School of any child at any time upon 30 days notice. The Charlton School may terminate services for a given child during the period of the contract by giving the district at least 45 days notice in advance and give reasons for such termination.

9. Charlton shall, at all times, comply with applicable Federal, State, local laws and regulations, if any, related to the performance of its duties under this agreement. In the event Charlton or the school district may determine that the other party is not in compliance with such laws and regulations, Charlton or the school district may terminate this agreement upon ten days written notice to the other party.

10. The School Board of the School District and the Board of Trustees of Charlton/Ketchum-Grande Memorial School have each approved by resolution authority of the Chief Executive Officer for the School District and Charlton to sign and execute the terms and conditions of the Agreement.

11. Charlton will not discriminate against any applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

Signatures:

Half Hallow Hills School District	Alex Capo, Executive Director The Charlton School/Ketchum-Grande Memorial School
Date	Date 10/30/17