

CHILDREN'S HOME OF WYOMING CONFERENCE
1182 Chenango Street
Binghamton, New York 13901-1696
Telephone: (607) 772-6904

CONTRACT FOR DAY SCHOOL / DAY TREATMENT PROGRAM

AGREEMENT BY AND BETWEEN: *Vestal Central School District*, located at; 201 Main St., Vestal, NY 13850 hereinafter call the 'District' and the *Children's Home of Wyoming Conference*, located at 1182 Chenango Street, Binghamton, New York 13901, hereinafter called the 'Contractor'.

WITNESSETH:

Whereas, under Chapter 853 of the laws of 1976 of New York State, the Board of Education of the District, hereinafter called the 'Board of Education', is charged with the responsibility to provide certain educational services for handicapped children in the District, and

Whereas, the Board of Education may provide these educational services through an authorized organization, and

Whereas, the Contractor is such an authorized organization licensed by the State of New York to provide such services, and

Whereas, the Contractor, under the terms of its corporate authority, has the power to provide certain educational services set forth in this agreement, and

Whereas, the District believes that the amount of funds to be paid to the Contractor is reasonable and necessary, and

Whereas, it is economically and organizationally desirable for the District to contract with the Contractor for the performance of these services.

NOW THEREFORE:

The parties in consideration of the above do covenant and agree as follows:

1. Participation by the District in the referral and admission process of the Contractor shall be as defined in the Admission Policy Statement of the Contractor with regard to age, sex and types of placement. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to acceptance of a child for enrollment in the school of the Contractor shall be that of the Contractor.

2. As part of the referral process, the District with the consent of a parent or legal guardian will provide complete school records to the Contractor. These should include previous report cards, achievement test scores, intelligence test scores, and any pertinent anecdotal material, as well as the Individual Education Plan for the child.
3. The District and the Contractor will work together in preparing the child for enrollment in the school of the Contractor.
4. The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition shall be at the rate determined by the State Education Department in accordance with the approved methodology and certified by the New York State Division of the Budget. Tuition will be paid for all days of enrollment and shall also be paid for all days of absence due to illness, absence for legal or illegal reasons, teacher conferences, workdays or others. Full tuition will be charged during any transitional period during which the child is moving toward re-enrollment in a community-based school setting. Payment shall be made monthly following the month that the service by the Contractor is provided. Tuition will be charged for the day of enrollment in the school of the Contractor, and for all days to and including the day of discharge. (Tuition will be charged during the time of enrollment and until the child has left the school of the Contractor for one of the following reasons: death, withdrawal by the District, the appropriate withdrawal of the child by parent or guardian where such is legally permissible, verified admission of the child to another school setting, protected absence due to illness or such other reason as to make withdrawal agreeable to the parties to this agreement.)
5. During the enrollment of the child, the Contractor will provide educational services, including related services, to the child in accordance with the child's Individual Education Plan (IEP) and will implement all aspects of the child's IEP. The Contractor will ensure that the curriculum provided to the child is aligned with New York State Education Department standards.
6. The Contractor will maintain contact with the District about the progress of the child and will provide the District with IEP Progress Reports at the frequency indicated on the child's IEP. Additional contact may take the form of written reports, personal or telephone conferences, Committee on Special Education (CSE) meetings, due process hearings (if necessary). Personnel from the District will be welcome to visit the Contractor including classroom visits, with such visits to be arranged by appointment. The Contractor will arrange for the child's teacher and/or related service provider, as requested by the District, to attend all CSE meetings held for the child while the child is in attendance at the Contractor as well as for any meeting(s) for the child's transition from the Contractor to another educational placement.
7. The Contractor will arrange with the District a suitable plan for transition of the child at the time of his return to the District.

8. The Contractor may provide educational after-care services to the child as determined by the Contractor and agreed upon by the District.
9. The Contractor and the District will comply with the New York Education Law and Part 200 and 201 of the Regulations of the Commissioner of Education. In compliance with this section, the Contractor will receive from the District current Individual Education Plans (IEPs) for each student enrolled and will implement those IEPs.
10. All rates are subject to final approval by New York State Education Department.
11. The Children's Home of Wyoming Conference represents and warrants that it, including its employees and contractors responsible for implementing the IEPs for the District students, are not excluded from participation in or, otherwise ineligible to participate in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

If the Children's Home of Wyoming Conference or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, the Children's Home of Wyoming Conference agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

The Contractor shall prepare and maintain all records necessary to obtain any available Medicaid reimbursement for services provided to District students in the format and with information required to obtain Medicaid reimbursement, and shall make those records available to the District upon request.

12. The Contractor shall maintain in full force and effect, at Contractor's own cost and expense, during the entire term of this agreement, worker's compensation and professional liability insurance with a combined single limit of not less than \$1,000,000.00. The Contractor shall provide to the District a certificate of insurance identifying the District and its officers, employees and agents as additional insureds on a primary, non-contributory basis. The District shall be provided notice of any change, cancellation, termination or non-renewal of the policy of insurance. The Contractor further agrees to indemnify, defend and hold the District and its officers, employees and agents harmless from and against all claims, judgments, actions, suits and damages caused by any act or omission of Contractor and/or its officers, employees and agents arising from or related to Contractor's obligations or duties under this Agreement.

13. The Contractor and its assigned employees agree to comply with all Federal, State, County or other municipal laws or regulations and District policies which pertain to the performance of this Agreement. In particular, all confidentiality and harassment/discrimination laws and regulations must be complied with. The Contractor represents and warrants that it and its employees are duly certified and licensed as required in the State of New York. The Contractor is also obligated to check all references on its personnel, including fingerprinting and criminal background checks, before assigning such personnel to provide services under this Agreement. Copies of such checks shall be made available to the District upon request.
14. This Agreement constitutes the entire Agreement between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, which is not contained herein, shall be binding or valid. This contract shall not be changed, modified or altered in any manner except by written agreement or amendment executed by the parties. Any actions or proceedings concerning this Agreement shall be venued in Broome County and governed by the laws of the State of New York. This educational services agreement may not be assigned by the Contractor or the District. Notices required under the Agreement shall be in writing and sent to the parties at the addresses first listed above.
15. The terms of this Agreement shall be in effect from the date of signature to June 30th of the following year. The District may terminate this contract at any time upon at least three days written notice to Contractor by certified mail. The Contractor may only terminate the Agreement if District fails to perform an obligation assigned to it under this Agreement, and District does not cure such failure within thirty days of Contractor's written notice by certified mail specifying such failure and Contractor's intent to terminate.

On behalf of Contractor: George Dermody 5/16/22
George Dermody Date
President/CEO

On behalf of District: _____
School District Representative - Print

School District Representative Date