

**AGREEMENT
CHILDREN’S RESIDENTIAL PROJECT**

This agreement by and between _____

_____, the operator of a Children’s Residential Project

and an Intermediate Care Facility for the Developmentally Disabled (“the CRP/ICF” or “the Provider”) located at

_____, and the Board of

Education for the _____ School

District of Residence (“the School District” or “the Board”, respectively).

WITNESSETH:

WHEREAS, the Provider is authorized under section 3202 (5)(d) of the New York State Education Law to contract with the board of education of a school district for the provision of educational services, including transportation, and

WHEREAS, a child residing in a Children’s Residential Project (CRP) would be deemed to be a resident of an ICF/DD for purposes of this agreement; and

WHEREAS, pursuant to section 3202 (5)(d)(14) of the New York State Education Law, the board of education of the school district in which the child would be deemed to reside but for placement in the ICF/DD has programmatic responsibility for such child residing in the ICF/DD, and

WHEREAS, the parent or other person in parental relation to one or more children residing in and attending the ICF/DD is a resident of the School District, and

WHEREAS, the Board is ready, willing and able to provide the services required under this agreement.

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

FIRST: Scope of agreement.

This agreement applies to children who reside in the ICF/DD and are deemed School District residents.

SECOND: Board's Basic Obligations

- a. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall, through its Committees on Special Education ("CSE"), identify, review and evaluate the status of each child referred to the ICF/DD. The Board shall, through its CSE, develop a written recommendation as to the appropriate educational program and placement of the child. Upon receipt of written consent of the parent to release such information, the CSE shall provide the ICF/DD all copies of special education evaluations and recommendations regarding the education of the child.
- b. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall arrange for appropriate educational programs for each child in the least restrictive environment in accordance with the child's plan of active treatment.
- c. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, the Board shall provide necessary transportation between the ICF/DD and the child's home in accordance with 8 NYCRR Section 200.12.
- d. The Board shall submit to the New York State Education Department ("SED") a statement of the costs of all educational services, including transportation, provided pursuant to this agreement within 45 days of the date a child is placed in the educational program. Such statement shall be in a form prescribed by the Commissioner of Education. The parties recognize that SED is expected to reimburse the Board 100% of all SED approved costs.
- e. The Board shall pay the ICF/DD 100% of the approved SED Tuition Rate.
- f. The Board will not seek or claim Medicaid funding under the School Supportive Health Services Program.

THIRD: Provider's Basic Obligations

- a. The Provider will give the Board all information regarding each child, relative to the evaluation of the child and the provision of educational services as provided in paragraph SECOND hereof.
- b. The Provider shall incur the direct costs of educational services for the children attending the ICF/DD. The parties recognize that the New York State Office for People With Developmental Disabilities ("OPWDD") will recoup from the ICF/DD Medicaid rate the amount attributable to the cost of educational services, including transportation.
- c. The Provider shall contract with the school district of residence for children residing in the ICF/DD and submit two copies of the contract with original signatures to SED, within 45 days. An ICF/DD may have multiple contracts, one for each school district of residence.

FOURTH: The Board and the Provider shall provide such reasonable information and reports as the Commissioner of the SED or the Commissioner of OPWDD requires.

FIFTH: This agreement is invalid with respect to any child not eligible for educational services under Article 89 of the Education Law.

SIXTH: This agreement shall apply to educational services provided during the school year and shall be deemed automatically renewed for any subsequent school year, unless this agreement is invalid or null and void as provided in paragraphs FIFTH or SEVENTH.

SEVENTH: This agreement shall be null and void in the event the educational services are no longer reimbursable under Title XIX of the Social Security Act.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates appearing next to their signatures below.

For the Board

Date: _____

By: _____

Name

Title

Address

For the Provider

Date: _____

By: _____

Name

Title

Address

ICF/DD Operating Certificate #