

**AGREEMENT
ICF/DD PLACEMENTS OTHER THAN IN NEW YORK CITY**

This agreement between _____
_____(“the Provider”), the operator of an Intermediate Care Facility for the
Developmentally Disabled (“the ICF/DD”) located at _____,
and the Board of Education for the _____ School
District (“the Board”).

WITNESSETH:

WHEREAS, the Provider is authorized under section 3202 (5)(d)(3) 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, pursuant to section 3202 (5)(d)(1) of the New York State Education Law, the board of education of the school district in which the ICF/DD is located has programmatic responsibility for a child residing in the ICF/DD, 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: 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 by the ICF/DD and shall further 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 furnish or arrange for appropriate educational programs for each child residing in the ICF/DD 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 all necessary transportation between the ICF/DD and the site of the education program of each child except where the educational services are provided by the ICF/DD.

- d. The Board shall be liable to the Provider for the costs of educational services for children receiving such services from the Provider at the New York State Education Department (SED) approved rate. The parties recognize that the Provider will incur the direct costs of educational services for children educated by the Provider. The Board will reimburse the Provider 100% of the education costs approved by SED.
- e. If education is provided through a SED-approved education program not operated by the Board, the Board shall reimburse such program in a timely manner for 100% of the SED-approved education costs of such program.
- f. The Board shall submit to the New York State Education Department (“SED”) a statement of the cost of all educational services, including transportation, provided to each child pursuant to this agreement in a form prescribed by the Commissioner of Education, for each child referred within 45 days from the date of placement in the education program. The parties recognize that SED is expected to reimburse the Board 100% of all SED approved costs including transportation.
- g. The Board will not seek or claim Medicaid funding under the School Supportive Health Services Program for children residing in the ICF/DD.

SECOND: Provider’s Basic Obligations

- a. The Provider will give the CSE all information regarding each child it refers to the CSE, with respect to the evaluation of the child and the provision of educational services as provided in paragraph FIRST hereof.
- b. The Provider will inform SED and the Board of any child placed in the ICF/DD by submitting a STAC 200 form (or other form prescribed by SED in lieu thereof) to SED and the Board within 45 days of the child’s placement in the ICF/DD.
- c. The Provider will also submit a STAC 200 form (or other form prescribed by SED in lieu thereof) to the school district of residence within 45 days of the child’s placement in the ICF/DD. The school district of residence is the school district in which the child resided at the time of placement into an ICF/DD.
- d. The Provider shall be liable to the Board for the costs of education for children who are not educated by the Provider and to the extent such costs are included in the ICF/DD’s Medicaid rate. The parties recognize that the 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.
- e. The Provider will submit two copies of this contract with original signatures to SED within 45 days for all school age children residing in the ICF/DD.

THIRD: The Board and the Provider shall provide such reasonable information and reports as SED or OMRDD requires.

FOURTH: This agreement is valid only for those children who are eligible for educational services under Article 89 of the Education Law.

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

SIXTH: This agreement shall be null and void if the education 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: **By:** _____ **Date:** _____

Name

Title

Address

For the Provider: **By:** _____ **Date:** _____

Name

Title

Address

ICF/DD Operating Certificate #