

**AGREEMENT (New York City)**

This agreement between \_\_\_\_\_  
\_\_\_\_\_ (“Provider”), the operator of an Intermediate Care Facility for the  
Developmentally Disabled (“the ICF/DD”) located at \_\_\_\_\_  
\_\_\_\_\_, and the New York City Department  
of Education (“NYCDOE” or “Board”).

**WITNESSETH:**

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

**WHEREAS**, pursuant to New York State Education Law section 3202 (5)(d), the school district in which the ICF/DD is located is programmatically responsible for education of the children residing in such ICF/DD, and

**WHEREAS**, the NYCDOE is ready, willing and able to provide the services required under the terms of this agreement,

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

**FIRST: NYCDOE’s Basic Obligations.**

- a. Pursuant to section 3202 (5)(d) and Article 89 of the Education Law, NYCDOE 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, NYCDOE shall cause the CSE to 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, NYCDOE shall furnish or arrange 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, NYCDOE shall provide all necessary transportation between the ICF/DD and the site of the educational program of each child.

- d. NYCDOE will submit to the New York State Education Department (“SED”) a statement of cost of the educational services, including transportation, provided to each child pursuant to this agreement, in a form prescribed by the Commissioner of Education, within 45 days from the date of placement in an educational program. The parties recognize that SED is expected to reimburse the Board 100% of all SED approved costs.
- e. The Board will not seek or claim 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 the Provider has regarding each child referred 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 shall notify the Office of Mental Retardation and Developmental Disabilities’ (OMRDD) New York City Regional Office immediately upon any new placement of a child in its ICF/DD. The Parties to this agreement recognize that the New York City Regional Office shall inform SED and the Board, and the school district of residence if not New York City, of any new child placed in the ICF/DD, within 45 days of the child’s placement in the ICF/DD by submitting a STAC 200 form (or other form prescribed by SED in lieu thereof) to SED and the Board, and school district of residence when necessary, for such child.
- c. The Provider shall be liable to NYCDOE for the costs of education, including transportation, to the extent such costs are included in the ICF/DD’s Medicaid rate. The parties recognize that OMRDD will recoup from the ICF/DD Medicaid rate the amount attributable to the cost of educational services including transportation.
- d. The Provider will submit two copies of this contract with original signatures to SED within 45 days of July 1, 2006 for all school age children residing in the ICF/DD on July 1, 2006.
  - 1. If no school age children reside in the ICF/DD on July 1, 2006, and subsequently a school age child is placed in the ICF/DD, or a child who resides in the ICF/DD becomes school age the ICF/DD must contract with the Board and submit two copies of the contract with original signatures to SED, within 45 days of placement of the school age child in the ICF/DD or the date the child becomes school age.
  - 2. If a school age child is placed in the ICF/DD on or after July 1, 2006, and the ICF/DD has already contracted with the Board because other children reside in the ICF/DD, no new contract with the Board is required. Only one contract is required between the Board and the Provider.

**THIRD:** NYCDOE and Provider shall provide such reasonable information and reports as may be required from time to time by the Commissioner of SED or the Commissioner of OMRDD.

**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 be null and void in the event that the educational services are no longer reimbursable under Title XIX of the Social Security Act.

**SIXTH:** This agreement shall apply to educational services provided during the school year commencing July 1, 2006, and shall be deemed automatically renewed for any subsequent school year, unless this agreement is invalid or null and void as provided in paragraphs FOURTH or FIFTH.

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

**For NYCDOE**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For the Provider**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**ICF/DD Operating Certificate #**