

**BROOKVILLE CENTER FOR CHILDREN'S SERVICES, INC.**  
**189 Wheatley Road, Brookville NY 11545**  
**INSTRUCTIONAL SERVICES AGREEMENT**

This is an Agreement for instructional services for the 2014/2015 School Year, beginning July 2014 through June 2015, between The School District and Brookville Center for Children's Services, Inc., having offices located at 189 Wheatley Road, Brookville NY 11545.

WHEREAS, The School District is an educational institution that provides instructional services to students in Grades Kindergarten through 12.

WHEREAS, Brookville Center for Children's Services, Inc., an agency that provides special education itinerant and related services.

WHEREAS, The School District desires to contract with Brookville Center for Children's Services, Inc., for the provision of certain specialized instructional services for one or more School District student(s),

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

1. Brookville Center for Children's Services, Inc. agrees to provide individualized instruction to students specified by The District in accordance with their IEP for the applicable school year; also agrees to provide individualized instruction based on the principles of applied behavioral analysis to students specified by the District, and the services are to be provided by appropriately trained individuals.
2. Brookville Center for Children's Services, Inc. agrees to submit to The School District, on a timely basis, reports of the services rendered.
3. Brookville Center for Children's Services, Inc. will provide services of licensed and qualified professionals. Brookville Center for Children's Services, Inc. shall verify the existence and validity of professional licenses and other appropriate credentials. In the event that the required license and/or certification of any agent or employee of Brookville Center for Children's Services, Inc. providing services under this Agreement is revoked, terminated, suspended or otherwise impaired, Brookville Center for Children's Services, Inc. shall immediately notify the District. Upon request, copies of such credentials shall be made available to the District by Brookville Center for Children's Services, Inc. The District may accept or reject the services of any professionals employed by Brookville Center for Children's Services, Inc. to provide services under this Agreement. Please see attached rate sheet.
4. Brookville Center for Children's Services, Inc. shall provide supervision of all employees under this Agreement. Brookville Center for Children's Services, Inc. shall notify the District promptly of any problems, situations or incidents that occur during the provision of services. Brookville Center for Children's Services, Inc. shall make every reasonable effort to make appropriate personnel available to participate in District 504 and Committee on Special Education ("CSE") meetings, where appropriate. In addition, Brookville Center for Children's Services, Inc. shall provide the District with a copy of any progress reports, testing and/or observation reports which are prepared in connection with the services provided pursuant to this Agreement.
5. This Agreement is an integrated agreement and it constitutes the entire understanding between the parties and replaces, cancels, and supersedes any and all other prior agreements, communications, and understanding of the parties. It is acknowledged that the parties have participated in the drafting of this Agreement, each with the assistance of counsel, and it is agreed that any claim or ambiguity shall not be construed for or against either party as a result of such drafting. This Agreement contains the entire agreement between the parties and shall not be modified or amended, except in writing, signed by both parties.

6. This Agreement, and the obligation of The School District to make payment hereunder, shall terminate upon withdrawal by either party to the other, at which time the District shall pay immediately any unpaid of the services of the student or upon written notice of termination tuition, pro rata. Notice by the District shall be delivered to the Executive Director of School, either personally or by registered or certified mail, at 189 Wheatley Road, Brookville, New York 11545. The District reserves the right to terminate services at any time and for any reason, and shall only remain obligated to pay Brookville Center for Children's Services, Inc., the pro rata portion of the services fee for the services that were provided.

Brookville Center for Children's Services, Inc. shall be engaged as an independent contractor for the purposes of taxes, social security and other withholdings. Brookville Center for Children's Services, Inc. shall be responsible for payment of any and all taxes, and expressly agrees to defend and indemnify the District for any action brought by any governmental entity, agency, authority or office or by any individual or other entity with respect to taxes which may be related to any payment made by the District under this Agreement.

Brookville Center for Children's Services, Inc., and any individuals placed by the Center, will not be eligible for any benefits relative to this contract for social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, etc.

Brookville Center for Children's Services, Inc. agrees to provide comprehensive coverage for its therapist(s) for acts of malpractice or incidents directly related to treatment. In addition, each contract therapist will carry malpractice insurance of his/her own.

Both parties acknowledge 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 shall comply with said regulations, if applicable.

7. The signatory to this Agreement for the School District has the authority of its Board of Education to execute this Agreement and bind the District to the terms of this Agreement.

8. Services and/or obligations set forth under this agreement shall not be assigned to a different agency in whole or in part without the express written consent of The School District.

9. Brookville Center for Children's Services, Inc. shall be responsible for compliance with the requirements of Project SAVE and the SAFE SCHOOL ACTS, with respect to any person providing services by or through the Brookville Center for Children's Services, Inc., under the terms of this agreement. All persons providing services by or through the Brookville Center for Children's Services, Inc., under the terms of this agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the SCHOOL Districts' students. Brookville Center for Children's Services, Inc. shall provide a complete roster of all persons who will and/or may be providing services in connection with this Agreement and shall be responsible for immediately providing the District with any modification to that roster throughout the course of the Agreement. Appropriate written proof of such clearance shall be provided to the SCHOOL DISTRICT prior to such person(s) providing services to the school district upon request. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, the receiving district shall promptly give written notice of the same to the District.

10. Brookville Center for Children's Services, Inc. agrees to defend, indemnify and hold harmless The School District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their corporate and individual capacities, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement. Brookville Center for Children's Services, Inc., at its sole expense, shall procure and maintain such policies of commercial general liability insurance which shall insure its employees, officers and itself and the District (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, either directly or indirectly, as a result of the negligence of Brookville Center for Children's Services, Inc., 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 damages shall include all injuries to, or destruction of, property of such claimants, as well as the loss of use occasioned by the occurrence. Certificates of Insurance evidencing coverage that have not been previously provided to the District shall be sent to the District prior to the signing of the Agreement by the District.

11. 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. Should any part of this Agreement, for any reason, be declared invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder hereof shall not in any way be affected or impaired thereby and any such provision or provisions shall be enforced

**BROOKVILLE CENTER FOR CHILDREN'S SERVICES (BCCS) –  
HOME/COMMUNITY BASED PROGRAM  
REQUEST FOR PROPOSAL  
RELATED EDUCATIONAL SERVICES  
QUOTATION SHEET  
2014-2015 SCHOOL YEAR**

<b>Name of Service:</b>	<b>Unit:</b>	<b>Cost:</b>
Special Education/ ABA by Special Education Teacher. BCCS Inc. is offering In-Home Special Education Teacher rates on a sliding scale schedule which reduces the rate billed based on the number of service hours provided per week within each district.	<ul style="list-style-type: none"> <li>• 1-12 service hours per week - \$90 per hour</li> <li>• 13-40 service hours per week - \$85 per hour</li> <li>• 41+ service hours per week - \$78 per hour</li> </ul>	
ABA Aide- In Home	1 hour	\$30.00
Counseling, Parent Training	1 hour	\$95.00
Educational Evaluation	Evaluation	\$196.00
Functional Behavior/BIP Assessment by Special Education Teacher*	1 hour	\$90 per hour
OT Evaluation	Evaluation	\$196.00
Occupational Therapy Individual	1 hour	\$95.00
PT Evaluation	Evaluation	\$196.00
Physical Therapy Individual	1 hour	\$95.00
Psychological Evaluation	Evaluation	\$294.00
Social History Evaluation	Evaluation	\$170.00
Speech Evaluation	Evaluation	\$196.00
Speech Therapy Individual	1 hour	\$95.00

\*If Behavior Plan or Functional Behavior Assessment is done by another professional, that hourly rate would apply