## HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION SERVICE CONTRACT AGREEMENT 2017-2018 SCHOOL YEAR

This contract is entered by <u>Franklin (Hunterdon County) Township School</u> and the Hunterdon County Educational Services Commission for the provision of <u>Speech and Language Therapy Services and/or</u> Evaluations from July 1, 2017-June 30, 2018.

The Speech and Language Therapist shall be certified by the Department of Education, State of New Jersey.

- A. When requested by the district, the HCESC will schedule an initial planning meeting, evaluation (*the HCESC speech therapist must be represented at any/all CST meetings* <u>where a speech/language evaluation might possibly be requested</u>), and determination meeting/IEP development (if warranted) of a student referred for a *speech and language* evaluation pending parental consent to perform the evaluation, as required by law. The therapist will provide a written report to the public school. If the student is eligible for the service, goal(s) and objective(s) for the IEP will be developed and submitted to the school, if requested. An annual review, with recommendation(s) for the following year, if necessary, will be developed as needed, for students.
- B. The HCESC will provide individual/group sessions, as determined by the IEP. The frequency and duration of the services will be as written in the IEP. The HCESC will set the schedule for services, based on availability.
- C. The therapist(s) will provide as needed consultation to the parent and/or staff on an as needed basis for each student eligible for services. An additional 30 minutes per day will be added to the schedule to allow for consultation, paperwork, phone calls, data notes, etc. If additional time is needed to prepare documents for any meetings, this additional time will be added and billed accordingly, or, if possible, therapy session(s) will be cancelled to complete paperwork/meeting requirements.
- D. If a student is absent from school on a therapy day, the billing time will be used for consultation and/or paperwork for that student.
- E. The district is responsible for providing substitute coverage.
- F. The therapist will follow the HCESC Board of Directors approved school calendar.
- G. The HCESC will provide a billing statement at the end of each month, for the previous month, which indicates the service hours and dates of service for the previous month.
- H. The public school will provide an appropriate area for services/meetings/evaluations. The maintenance of the area shall be the responsibility of the public school.
- I. The public school will inform the therapist of snow days, school closings and any other days the children are not available for services. The agreed upon rate per hour will apply if the therapist is not informed of a school closing and reports to the school to provide services.

The fee schedule for services is as follows:

\$110.00 per hour (direct services and prep time) <u>\$430.00</u> per evaluation/report (initial or re-evaluation) <u>\$100.00</u> per meeting (in person or phone conference) \$500.00 per annual review/IEP development for speech only students \$100.00 per case for case management of speech only students \$150.00 per case for CST students- PLAAFP and goals/objectives

- Κ. If the therapist is absent from school for any reason, and a session(s) is not provided for a student, the school will not be charged for services.
- L. If an employee or consultant of the Hunterdon County Educational Services Commission (HCESC) is employed by *Franklin School* independently of the Hunterdon County Educational Services Commission within one (1) year of the termination of this contract, the school agrees to pay the HCESC a placement or finder's fee equal to 50% of the employee's or consultant's projected first year's gross income. This fee will be paid to the HCESC within 30 days of the start date.
- M. Either party may terminate any agreed upon service listed in this contract by providing 30 day written notice of intent, which is mailed to the business address, provided here in. This contract is subject to renewal for the 2018-2019 school year.
- N. INDEMNIFICATION: The School District agrees to indemnify, defend and hold harmless HCESC from and against any and all claims, penalties, demands, causes of actions, damages, losses. Liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to District obligations pursuant to this agreement, except to the extent attributable to the gross negligence or willful misconduct of HCESC, its agents, representatives, officers, or employees. This section shall survive the termination of this agreement and the completion of the parties' duties under this agreement.
- 0. The District agrees to attach proof of insurance to said contract.

**Corinne Steinmetz** (date) **Business Administrator-HCESC** 

(School Signature) (date) Superintendent of Schools

J.