

S^D Associates LLC

Behavioral Services Assessment, Consultation, Training and Direct Service
37 Talcott Road, Suite 114, Williston, VT 05495 www.sdplus.org (802) 662-7831

2020-2021 School Year Service Agreement for Contracts between S^D Associates Northern Vermont (NVT) and VT School Districts

Outline of Services to be Provided by S^D Associates:

1. In response to COVID-19 S^D Associates will be following the mandatory requirements and guidance from the following:

- The Vermont Department of Health (Childcare Guidance, Outpatient Services for Healthcare Providers, & Public Health Response),
- Centers for Disease Control and Prevention (CDC) Back to School Guidance
- Vermont Occupational Safety and Health Administration (VOSHA)
- The Vermont Agency for Commerce and Community Development (ACCD) (Restart Vermont & Human Services Sector Guidance)

Our exposure plan and training can be found on our website at sdplus.org.

To resume regular school operations in the midst of COVID-19 pandemic, S^D Associates NVT have adopted reasonable preventative health measures and standards of behavior to enhance school safety. Everyone will be required to observe the protocols. Unfortunately, despite our best efforts, safety protocols cannot ensure that infection will never occur. Attendance and/or participation in activities may increase your risk and/or the student's risk of contracting COVID-19. If you choose to have the student attend programming, the student and/or their family members may be exposed to and/or be at increased risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: By signing this agreement you have read and understood the above warning concerning COVID-19 and choose to accept the risk of contracting COVID-19.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit again S^D Associates NVT and their employees, directors, agents, administrators or other representatives in connection with exposure, infection, and/or spread of COVID-

19. I understand that this waiver means I give up my right to sue for personal injuries, disease, death, or property losses, or any other loss related to COVID 19.

2. If applicable S^D Associates will provide a licensed special educator and/or a licensed speech and language pathologist with experience and training in educating children with autism, to model instruction for the student and to coordinate case management services with the school/district special education case manager during the period of the agreement. The specialty staff will generate annual IEP content with the IEP team and manage all reporting and paperwork responsibilities associated with the student's special education program. S/he will communicate with the district special education case manager as necessary regarding scheduling and inclusion activities. S/he will be responsible for ongoing curriculum and materials development, management of the academic skill acquisition database, direct supervision of behavioral instructors (BIs) in coordination with the licensed behavior analyst, and attendance at all IEP, EPT, 264 and school program meetings.

3. S^D Associates will provide behavioral instructors (BIs). The BIs will be responsible for implementing the program at the direction of the special educator, the licensed behavior analyst, and other related service providers. In addition to their direct service responsibilities, BIs will attend program meetings on a regularly scheduled basis, as well as other meetings (e.g. IEP), and trainings as directed by their supervisors. It is anticipated that the BI staffing structure (1.2 FTE per BI) will allow for substitution by BIs trained on the student's program.

4. S^D Associates will provide a licensed behavior analyst to manage all aspects of the behavioral program, coordinate management of direct instruction and other teaching strategy/techniques with the special educator, supervise the BI's in collaboration with the special educator and attend all IEP, EPT, interagency and program meetings. The licensed behavior analyst will integrate medical and health information into the student's school program and records. The licensed behavior analyst will also be responsible for behavioral data base management and will have training responsibilities. Up to one half of licensed behavior analyst's hours may be provided by an assistant behavioral consultant at a 2:1 ratio.

5. S^D Associates will provide any training and supports necessary for successful implementation of the program, including, but not limited to, physical skills instruction and aggression prevention (SUPPORT), curricular components, and applied verbal behavior applications, as well as generic behavioral applications which may fall under the umbrella of applied behavior analysis.

6. S^D Associates will contract for and provide a trained and dedicated substitute to provide coverage in place of the special educator and BIs as necessary.

7. Successful implementation of the student's program requires extensive use of consumable reinforcers on a daily basis. These costs will be added to the daily rate.

8. S^D Associates will provide thorough and appropriate data analysis with respect to the student's progress on IEP goals and objectives, including a summary of data in graphic and narrative form for each quarterly special education progress report.

9. Transportation Fees: When the IEP team deems transportation necessary for S^D to provide for the school program, S^D BI's will provide transport billed at their hourly rate and added to the daily rate. Mileage will be billed at the federal rate and invoiced separately at the end of the service month.

S^D Associates Contractual Responsibilities

1. The success of this proposed program requires a strong collaborative relationship between S^D Associates and the school/district. To this end, the S^D Associates NVT Director and the district LEA representative will meet on a mutually convenient frequently scheduled basis to keep abreast of all issues that may arise. In addition, the intensive needs special educator and the S^D behavior analyst will closely coordinate program development with the district special education case manager and other designated providers.

2. If it is determined by the IEP team during the period of this agreement that services in addition to those outlined in this agreement are needed in order to provide the student a free and appropriate public education, S^D Associates and the district will meet to determine how such service needs will be met. An amendment to the agreement will be agreed to and/or district will provide and pay for the additional services outside of the agreement with S^D Associates. If during the contract period the IEP Team decides that certain services or levels of service outlined in this agreement are no longer needed in order to provide the district a free and appropriate public education, S^D Associates and district agree to amend this agreement to reflect the reduction in services and the cost related to those services.

3. S^D Associates will provide all necessary documentation to the district LEA for Medicaid reimbursement (for behavioral instructors, licensed special educators, speech/language pathologists, other licensed related service providers), progress reporting, annual IEP review/ development, Rule 4500 reporting, state mandated alternative assessment (when necessary), re-evaluations etc..

4. a. Neither S^D Associates nor its employees nor its subcontractors are employees of district. S^D Associates shall be in full compliance with the Vermont Workers' Compensation Act and Related Laws and Rules while performing work for district. S^D Associates shall provide proof of such compliance upon request, and shall provide to district certificate of workers' compensation coverage for not less than \$500,000 per employee/\$500,000 per occurrence/\$500,000 policy limit.

b. S^D Associates requires criminal background checks for all employees through the Vermont CIN network and abides by all Vermont Agency of Education standards.

c. S^D Associates agrees to maintain in effect, while it is providing services to district pursuant to this agreement, all insurance and coverage for all staff hired by the S^D Associates to work with or for student, and to pay all required with holdings. In addition, the S^D Associates agrees to maintain in effect professional and general liability insurance in a minimum amount of \$1,000,000.00 per claim, and to provide a certificate of insurance to district upon request for its files.

d. S^D Associates will follow the calendar agreed upon by the IEP team and/or revisions made to that calendar by the IEP Team. (The calendar will be attached to this agreement). As a part of the above-stated amounts, S^D Associates shall make up as compensatory services any IEP services that are not delivered by S^D Associates staff members due to the absence or unavailability of the staff member.

e. S^D Associates staff are available to drive students whenever transportation is provided as a related service to and from home and for access to educationally relevant community-based activities. All staff driving students will be covered with a minimum of \$100,000.00/\$300,000.00 liability insurance and any irregularities that show up through the Vermont CIN background check will be shared with the district for approval/disapproval.

f. All licensed behavior analysts employed by S^D Associates follow the Guidelines for Responsible Conduct for Behavior Analysts (see www.bacb.com). Any client who wishes to file a complaint regarding the conduct of a behavior analyst in the employ of S^D Associates can find the necessary process and forms to do so at the aforementioned website at Ethics & Discipline > Complaint Process. The BACB prompts a local regulatory response as well. In Vermont, complaints should be filed with the Secretary of State, Office of professional regulation (OPR) at <https://sos.vermont.gov/opr/complaints-conduct-discipline/>.

5. S^D Associates agrees to abide by the educational records/ confidentiality rules prescribed by federal law (the Family Educational Rights and Privacy Act and the Individuals with Disabilities in Education Act), with respect to all education records relating to the student that are maintained, created and/or reviewed by S^D Associates and S^D Associates' staff, as necessary to perform their respective duties with respect to student and implementation of this agreement. No disclosure of personally identifiable information from such education records shall be made by S^D Associates or its staff, except as allowed by law. In the event there is any question about whether a disclosure of such information to an S^D Associates staff member is allowed, S^D Associates will consult with the authorized representative of district. S^D Associates and its staff, only for the purpose of carrying out the services in this agreement, may use information from education records.

6. S^D Associates will submit monthly bills via email to designated district representative within the first week of the current month for services the following month for the agreed upon daily rate times the projected school days per month. Payment is due no later than 30 days from invoice date. Related Services Provider and Consultation services will be itemized and billed after services have been rendered.

7. The parties agree that the district will identify and provide an “LEA representative” for the student’s IEP and EPT teams, who will attend all IEP and EPT meetings in that capacity, and shall have the authority to engage in the decision-making and related duties typically carried out by an LEA representative, including the right to make decisions for district where there is a failure of consensus between the parents and district. (The LEA representative at her own discretion may appoint a designee to attend in her place). The S^D Associates special educator shall prepare necessary forms required by education law in consultation with the LEA representative. If the LEA is providing the special educator, The S^D Associates team will collaborate with the special educator to ensure that all special education regulations are observed. The LEA representative’s decision shall be final with respect to any disagreement over content. S^D Associates will ensure that scheduling of meetings will be done in collaboration with the LEA representative, so that the LEA representative can attend all meetings. The LEA representative may choose to take part in meetings by phone if necessary.

8. District acknowledges and agrees that the following may be covered by the contract price or may be invoiced separately, and shall be furnished at district’s expense: consumable curriculum materials (including such items as paper, art materials, edible reinforcers and/or other incentive materials); activity and other community access fees, curriculum resources (including textbooks); the use of existing school in-house resources and equipment (such as the copy and fax machines); mileage at the federal reimbursement rate for educationally relevant transportation. Driving time, when relevant is outlined in the service agreement.

9. District will arrange and pay for SLP, OT and PT services as called for by the student’s IEP. Such related service providers may be provided or subcontracted by S^D Associates or may be provided by district. In any event, related service providers will be made available to consult with S^D Associates staff members as needed by for implementation of the student’s program and as called for by the IEP. S^D Associates in good faith will try to schedule and provide services as requested by IEP team for consultations and related service providers. Consults and Related Services Providers schedules may not always allow for makeup of cancelled services by student or provider.

10. This contract year to be as flexible as possible to support schools in meeting the guidance of COVID-19 S^D Associates is allowing changes to contracts monthly. If a contract change is needed it can be changed by the 20th of the current month for the following month through by completing a Contract Request/Change Form on the sdplus.org website. Once this is received, we will confirm we have the resources (if an increase) to provide your requested change and a revised contract will be created and sent

with the monthly invoice. Mid-month changes will not be reflected as a contract change and responsibility of payment will not change.

11. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with the applicable law as it shall then appear.

Agreement to the 2020-2021 School Year Service Agreement will be signed by S^D Associates and school representative on the first page titled Service Contract for 2020-2021 SYR between S^D Associates and said school district for identified services.