



SERVICE CONTRACT

DATE: This contract is entered into by the parties this 1st day of July, 2011.

Parties to Agreement:

Heartspring
8700 East 29th Street North
Wichita, KS 67226
316-634-8700

Sending State Educational Agency (SEA), Local
Education Agency (LEA), or Private Party (PP):

Brick Township Public Schools
Robyn Magovern, Director of Special Services
101 Hendrickson Ave.
Brick, NJ 80724

The parties agree as follows:

Heartspring shall provide services on behalf of [REDACTED]

1. **DURATION:** The term of this contract shall be from the 1st day of July, 2011 to the 30th day of June, 2012 unless otherwise terminated.
2. **TERMINATION:** Either party may terminate this agreement upon 30 days written notice; notwithstanding this notice requirement, Heartspring has the right to immediately terminate this agreement should Heartspring, in its sole discretion, deem that it can no longer provide adequate services to meet the child's needs and/or because Heartspring determines that the child poses too great of risk or danger to self or others.
3. **NO ABATEMENT DUE TO ABSENCES:** There shall be no abatement in contract price due to absence from the program for any reason, except that individual therapy sessions shall only be billed when actually performed.

4. **ULTIMATE RESPONSIBILITY UNDER IDEA:** The parties acknowledge that the sending SEA and/or LEA has the ultimate responsibility to ensure that the requirements of IDEA and the State Law of the sending SEA and/or LEA are complied with. Heartspring will provide reasonable documentation and collaborate with the sending SEA and/or LEA, but the drafting of educational plans and related due process requirements remain the ultimate responsibility of the sending SEA and/or LEA and is not shifted to Heartspring. Heartspring will convene an IEP or other type meeting once annually, and will cooperate if more than one such meeting is required.
5. **PROVISION OF PROGRESS REPORTS:** Heartspring agrees to provide reports and documentation each quarter (unless another time period is agreed upon, in writing) to either the SEA and/or LEA (as directed), and the parent or guardian, concerning progress. The parties shall have the right to access, at any reasonable time, the records compiled and maintained concerning the child for which services are provided. These records shall include all data collected regarding said child, standardized as well as all other forms of testing, medical records, psychological records, correspondence with parents, and any other information compiled. Request for such information shall be made in writing, and information releases and requests shall comply with applicable law. Upon appropriate request from SEA and/or LEA, a response will be provided within fourteen (14) days, and will not require prior consent by the Parent(s) or Guardian.
6. **PRECEDENCE OF CONTRACTUAL PROVISIONS:** In the event of an addendum or additions to this contract, and conflicting contractual terms are discovered, then those conflicting terms found in the addendum or other additions shall be subordinate to the provisions contained herein, and if such conflict(s) are discovered, the parties agree that the conflict(s) shall not nullify any of the terms of this contract as set forth herein, and the parties shall remain contractually bound by the contract terms contained herein.
7. **SERVICES TO BE PROVIDED AND THE COST THEREOF:** The parties agree that Heartspring shall provide the following services to the child, as attached and marked as Exhibit 1, at a cost set forth in Exhibit 1.
8. **PAYMENT/DEFAULT:** Heartspring shall be paid on a monthly basis. Heartspring shall forward a monthly statement as directed by the SEA and/or LEA or (Private Party, as the case may be), on or about the 10th day each month. Payment shall be promptly made to Heartspring, and no later than forty-five (45) days from the date of statement. Failure to make timely payment shall constitute default and Heartspring may immediately terminate this contract by giving written notice after five (5) days from the date payment is due and not received by Heartspring.

Exhibit 1
FY 2012 FEE SCHEDULE
July 1, 2011-June 30, 2012

1. **BASE SERVICES**

- | | |
|---|-------------|
| a. Special Education, per month | \$11,100.00 |
| b. Occupational Therapy, Physical Therapy, and Speech Language Therapy per IEP requirements, per 30 minute session including direct (1:1 and group), indirect, and/or consulting, or a combination of said services. (SEA, LEA, or PP will only be billed for sessions actually provided) | \$95.00 |
| c. Group Psychotherapy, per IEP/agency requirements, per 30 minute session | \$40.00 |
| d. Individual/Family Psychotherapy, Functional Behavioral Assessment, Functional Behavioral Analysis, per IEP requirements, per 30 minute session | \$95.00 |

2. **ADDITIONAL SERVICES**

- a. Transportation:
Round-trip transportation from Wichita to the student's city of residence during Heartspring's scheduled breaks (maximum of 3 per year), via regularly scheduled airline flights (or other mode of transportation agreed upon by Heartspring and the SEA, LEA, or PP), will be billed to the SEA, LEA, or PP by Heartspring at the cost billed to Heartspring by the airline or other carrier, not to exceed \$2,000 per trip. Heartspring will provide a travel escort at a cost to the SEA, LEA, or PP of the escort's airfare plus \$175 per escort's round trip.
- b. Psychological/Psychiatric Evaluations requested will be charged at \$165 per hour to the agency, individual, or parent making the request. The time charged includes records review, assessment, scoring, and report writing. If said services are required by LEA then they shall be requested through the issuance of a valid purchase order by the LEA and shall be billed separately against said purchase order.
- c. Augmentative and Alternative Communication Evaluations will be charged at \$1,000 each to the agency, individual, or parent making the request. The fee includes charges for the evaluation and written report. If said services are required by LEA then they shall be requested through the issuance of a valid purchase order by the LEA and shall be billed separately against said purchase order.
- d. Helmets and other protective devices worn by the student, electronic communication devices, and any other student-centered device that may be required by the Individual Education Plan,

will be charged at the cost billed to Heartspring by the supplier to the agency, individual, or parent approving the purchase. If said items are needed then they shall be processed through the issuance of a valid purchase order by the LEA and shall be billed separately against said purchase order.

3. ADDITIONAL TERMS

- a. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the legal representatives and successors of the parties hereto.
- b. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.
- c. COUNTERPARTS. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. DEFENSE & INDEMNIFICATION. Heartspring shall defend, indemnify and hold the Board of Education harmless from and against any claims for damages to person or property, including attorneys fees, arising from the acts of Heartspring its agents, officers and employees.
- e. NO ASSIGNMENT. This contract may not be assigned to any party.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by the day and year first above written.

SEA and/or LEA or Private Pay Party:

Signature

Date

Please print or type name and title

HEARTSPRING:



David Dorf, Vice President of Finance

6-1-11
Date