

Residential Placement Agreement

Agreement made this 20th day of June, 2023 by and between the following parties; The Devereux Foundation, a Pennsylvania non-profit corporation with its principal place of business at 2012 Renaissance Blvd., King of Prussia, PA 19406 and its local affiliate the **Devereux Advanced Behavioral Health Texas**, 1150 Devereux Drive, League City, Texas 77573 (Collectively referred to as Devereux).

And **Chimacum School District**, hereinafter referred to as “Agency”, whose primary address is 91 West Valley Road, Chimacum, WA 98325.

Whereas, Agency has determined that Devereux is able to meet the residential treatment and educational needs of individuals for which Agency is obligated to provide services/funding, and

Whereas, Agency desires to place **Talon Shuff** (“Client”) at Devereux, and

Whereas, Agency represents that the parent(s) or guardian of the Client has agreed that Devereux is able to meet the needs of the Client,

Now, therefore, in consideration of the terms hereinafter set forth, and with intent to be legally bound, the parties agree as follows:

1. Devereux Services – Devereux will provide to Client basic psychiatric intervention, psychological services, room and board, mental health related services and education as called for in the Client’s individual treatment plan.
2. Individualized Education Program (IEP) - Agency is responsible for IEP documents, convening IEP meetings and initiating IEP reviews. Agency is also responsible for providing annual reevaluation of the appropriateness of the instructional arrangement. Devereux will participate in IEP team meetings and assist in preparation of IEP documentation by providing written present levels, written goals, transition plans and behavior plans as needed. Meetings will be scheduled at a time and place convenient for both parties.

The NPA will coordinate with the contracting school district(s) to provide an opportunity for students to participate in applicable Washington state and district testing/assessments and an opportunity to fulfill the requirements to receive a Washington state diploma from the contracting school district(s).

3. Term and Renewal – This agreement shall be effective on **July 1, 2023** through **June 30, 2024** or date of discharge, and may be renewed annually on July 1st of subsequent years.
4. Payment of Fees – Agency shall pay to Devereux a fee for services per Attachment “A.” If Client is admitted or discharged during a payment period the fee shall be prorated. The Agency is responsible for payment-in-full of fees for any and all days that the Client is absent from the program while enrolled. Payment is due no later than thirty (30) calendar days from the date of invoice.

The fee does not cover, and Devereux shall not be responsible for the client’s medical, pharmacy, dental, vision, medical insurance premiums, personal and clothing expenses, transportation to and from Devereux and other expenses generally considered as being personal to an individual in residential placement. Devereux will provide or obtain transportation for the client to a hospital and/or physician’s office when needed.

5. Reports to Agency - Upon request Devereux shall provide evidence of approval of its programs, together with a description of the programs and the types of clients served, including instructions and special services to be

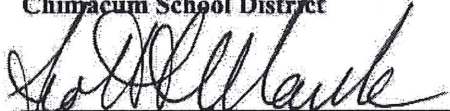
provided to Client. Devereux shall provide such additional information reports, as the Agency may reasonably require to be kept informed of Client's progress, including quarterly reports and appropriate psychological, social and educational evaluations on or before June 1 of each year. Devereux shall immediately notify Agency in the event that Devereux's license to operate is revoked or suspended.

6. Visitation. Agency or its agents or employees and the parent or guardian shall have the right to visit and observe Devereux's program and facilities at any reasonable time and to meet with the staff of Devereux who is working with the Client.
7. Termination – Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the Agency shall pay for, and Devereux shall provide services to the date of termination. Agency shall be responsible to remove Client as of any termination date. In the event Devereux loses its license to operate Client's program, this agreement shall terminate immediately, and Agency shall pay the reasonable cost of Client's maintenance at Devereux until Client's departure. This agreement is no longer active once Client has discharged.
8. Modification – No modification of this agreement shall be effective unless in writing signed by the parties hereto. No forbearance to enforce any provisions of this agreement, or waiver of any breach hereof, shall be deemed a waiver of any other provision or right.
9. Severability – If any provision of this agreement shall be deemed to be void or invalid in law otherwise, then only that provision shall be stricken from this agreement, and in all other respects this agreement shall be valid and continue in full force and effect.
10. Entire Understanding - This agreement constitutes the entire understanding between the parties as to the matters contained herein and there are no terms, covenants, conditions, representations, warranties or agreements expressed or implied, oral or written of any nature whatsoever other than as herein contained.
11. Headings: Plurals: Gender – Headings are inserted solely for the convenience of reference and shall not constitute part of this agreement nor shall they affect its meaning, construction or effect. The use of the singular shall, if there is more than one personal similarly affected, include the plural; and the use of the masculine gender shall include the feminine where applicable.
12. Notices – All notices hereunder shall be sufficient only if given in writing by certified mail, return receipt requested, to the address above set forth, or by personal delivery.
13. Compliance with Laws and Regulations – Devereux shall comply with all applicable federal, state and local laws and regulations of the state where the Devereux facility is located. The NPA will adhere to Washington state regulations (WAC 392-172A-02105 through WAC 392-172A-02110) regarding the use of isolation and/or restraint.
14. Non-Discrimination – Devereux will not discriminate in its employment practices or in its admission decisions based on race, color, nationality, ethnic origin, creed, sex, sexual orientation or disability.
15. Indemnification – Each party hereby agrees to indemnify, defend and save the other party harmless from any and all suits, claims and actions of any kind, including reasonable legal fees, arising out of the negligence of the indemnifying party, its employees or agents.
16. Insurance – In accordance with its usual practices, Devereux agrees to maintain workmen's compensation, professional malpractice liability, comprehensive general liability and automobile liability insurance or coverage. Devereux will provide proof of coverage to Agency upon request.

17. Confidentiality – The parties shall protect the confidentiality of all Client information in accordance with applicable federal and state laws.
18. Assignment – Devereux will not assign, transfer or delegate any of its duties or rights hereunder without the prior written approval of the Agency.
19. Approvals – The undersigned individuals certify and represent that all necessary approvals or authorizations have been obtained from their respective organizations and that they are authorized to sign this agreement on behalf of their organization.

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

For: **Chimacum School District**

By: 

Name: Scott Mauk

Title: Superintendent

Date: 6/29/23

For: **Devereux Advanced Behavioral Health Texas**

By: 

Name: Pamela E. Reed

Title: Executive Director

Date: 6-29-23

Devereux Advanced Behavioral Health, Texas
Devereux Texas Treatment Network
Attachment "A"
Rates Effective Through 6/30/24

<u>Program</u>	<u>Daily Rate</u>
Autism Intensive Residential Services	
Room and Board	\$ 315.67
Mental Health Related Services	\$ 767.89
Education (250 day cal)	<u>\$ 263.50</u>
Full Daily Rate	\$1,264.00

Services not included in the above rate:

One-to-One Supervision / Additional Staff Support	\$ 38.00 per hour
Speech and Language	at local provider cost
Occupational/Physical Therapy	at local provider cost
Evaluations/Assessments	at local provider cost

Devereux Texas Treatment Network
1150 Devereux Drive
League City, Texas 77573
281-335-1000

FIN: 23-1390618
NPI: 1235212895

Remittance Address:
P.O. Box 74292
Cleveland, OH 44194-0002