



C U Y A H O G A C O U N T Y
Board of Developmental Disabilities

CCBDD TECHNICAL SUPPORT TEAM AGREEMENT

This Agreement is entered into by and between the **CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**, 1275 Lakeside Avenue East, Cleveland, Ohio 44114-1132 (hereinafter “CCBDD”) and the Brecksville/Broadview Heights City Schools, 6638 Mill Road, Brecksville, Ohio 44141 (hereinafter “District”).

WHEREAS, the CCBDD provides Technical Support Teams supports to eligible individuals with developmental disabilities,

WHEREAS, the District has particular students enrolled in its programs that are CCBDD eligible and in need of Technical Support Team supports provided by the CCBDD,

WHEREAS, the District desires the CCBDD to provide Technical Support Team supports to eligible students enrolled in District programs, and

WHEREAS, the CCBDD desires to provide Technical Support Team supports to District students eligible for CCBDD services,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1: TERM

This Agreement shall become effective on January 1, 2017, and shall remain in force and effect up to and including December 31, 2017.

ARTICLE 2: DUTIES APPLICABLE TO THE PARTIES

2.1 General Requirements The parties agree to the terms and conditions of this Agreement and shall carry out their duties under this Agreement in accordance with all applicable federal and state law.

2.2 Confidentiality Both parties shall protect the confidentiality of information regarding the students receiving services under this Contract in accordance with applicable federal and state law and shall not disclose such information except in accordance with such law. To the extent applicable in accordance with applicable federal and state law, both parties further agree to maintain the privacy and confidentiality of an Individual's PHI.

ARTICLE 3: DUTIES OF THE CCBDD

3.1 Services Upon the prior written referral from the District, the CCBDD may provide the Technical Support Teams to District students:

3.1.1 Technical Support Team Services

- Augmentative Communication Specialists
- Assistive Technology Specialists
- Behavior and Curriculum Intervention Specialists (BCIS)
- Early Childhood Intervention Specialists (ECIS)
- MOVE Specialists (Mobility Opportunities Via Education)

3.1.2 Services shall be provided at the District's school where the referred student attends and may be provided in the student's home. CCBDD agrees that its staff providing services under this Agreement will adhere to all applicable District policies and regulations regarding proper behavior on school premises and treatment of school property.

3.1.3 Services provided by the CCBDD will be in accordance to collaborative consultation model which include:

- Needs assessment
- Evaluation
- Trial periods with equipment (materials developed and fabricated as necessary)
- Written evaluation report provided to District personnel
- Funding report for speech generating devices , as applicable
- Technique/strategy implementation modeled and trained collaboratively with District personnel

3.1.4 Services may be provided to individual students, groups/entire class and via in services

3.1.5 CCBDD Technical Support Team services will be available and provided to the District at no cost.

3.1.6 Services shall not be provided to any District student that is receiving the same or similar services from an entity other than the District.

3.2 Student eligibility District students provided service under this Agreement shall be eligible for CCBDD services prior to receiving any CCBDD Technical Support Team services. Eligibility shall be determined by the CCBDD in accordance with applicable state law.

3.3 Nondiscrimination CCBDD will not discriminate in the provision of services under this Agreement on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin or any other protected status under federal or state law.

3.4 Qualifications CCBDD staff shall be qualified and shall have sufficient academic background, experience, certification, and licensure to provide the services covered under this Agreement. CCBDD shall ensure that all individuals providing services under this Contract obtain and maintain all necessary licensure and/or certification.

3.5 Insurance CCBDD shall carry professional liability insurance in an amount of \$1,000,000 per occurrence with an annual aggregate limit not less than \$1,000,000 to cover its responsibilities under this Contract.

3.6 Monitoring and Evaluation CCBDD shall cooperate with the District in the monitoring and evaluation of the services provided under this Contract.

3.7 Reports/Documentation/Records CCBDD Technical Support staff providing services under this Agreement shall provide the District a written summary on each student receiving services two times per (January and June). Such reports shall identify the student, location where services were provided (home or District school) and the services provided. The CCBDD shall also provide the District any evaluation report when such are completed.

Individual student progress notes will be maintained electronically by the CCBDD and made available upon the request of the District

A copy of such reports/documentation/records shall be maintained by the CCBDD for a period of six years from the date the CCBDD provided the services..

3.8 Educational and Student Records Student medical-related information and other student education records will only be released to the CCBDD as provided by all applicable laws, including but not limited to the Federal Educational Rights and Privacy Act ("FERPA"). Additionally, the CCBDD will adhere to FERPA requirements and all other applicable laws regarding its use and/or disclosure of such student medical-related information and student education records.

3.9 Independent Contractor CCBDD shall act as an Independent Contractor in the performance of its obligations under this Agreement and as such shall determine the means and methods of providing services to District pupils, in accordance to applicable laws, and shall have the exclusive right to manage, supervise, and control the people providing services. Nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the District and the CCBDD. The District is relying on the CCBDD's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner.

ARTICLE 4: DUTIES OF THE DISTRICT

4.1 Referrals The District shall be responsible for referring District students to the CCBDD via a **REFERRAL FOR TECHICAL SUPPORTS IN SCHOOL DISRICTS** attached to this Agreement as Exhibit A.

4.2 Notification/Consent District shall obtain consent and/or authorization from the student's parent/guardian permitting the CCBDD to provide information to the district in accordance with paragraph 3.7 above. Such consent and/or authorization shall be obtained prior to the commencement of services to the student and a copy of such provided to the CCBDD.

4.3 Monitoring and Evaluation District in cooperation with the CCBDD shall monitor and evaluate the services provided under this Agreement.

ARTICLE 5: MISCELLANEOUS

5.1 Entire Agreement It is acknowledged by the parties hereto that this Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any and all previous written or oral agreements between the parties concerning the same.

5.2 Governing law This Agreement shall be governed by and interpreted in accordance with the laws of Ohio.

5.3 Severability Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless modified, amended, or terminated pursuant to Article 5 of the Agreement.

5.4 Notices All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or, prepaid, by certified mail:

To: Lori Mago
General Manager of Assistive Technology & Children's Services
Cuyahoga County Board of Developmental Disabilities
1275 Lakeside Avenue East
Cleveland, Ohio 44114-1132

To: Joelle Magyar, Superintendent
6579 Royalton Road
North Royalton, Ohio 44133

5.5 Termination This Agreement may be terminated without cause by either party upon notice in writing, delivered upon the other party thirty (30) days prior to the effective date of termination.

5.6 Modification/Amendment This Agreement may be amended or modified by agreement of the parties in writing and attached hereto.

5.7 Survival All obligations arising prior to the termination of this Agreement and all provisions allocating responsibility or liability between the District and the CCBDD shall survive the completion of services hereunder and the termination of the Agreement.

5.8 Benefits, Subcontracting and Assignment This Contract may not be assigned or subcontracted by either party without the prior written consent of the other party.

ARTICLE 6: SIGNATURES

Cuyahoga County Board of Developmental Disabilities

By: Lori Mago
Lori Mago

Date: 9/29/16

Title: General Manager of Children's Services
and Assistive Technology

Approved as to legal form

By: Chuck Corea
Chuck Corea – CCBDD In-House Attorney

Date: 9/29/16

DISTRICT

By: _____
Joelle Magyar

Date: _____

Title: _____
Superintendent

