

**AVONDALE HOUSE  
CLIENT SERVICE AGREEMENT**

This Agreement is made and entered into on the date shown below and by and between Avondale House, a Texas non-profit corporation, (hereinafter called "AH"), and Galveston ISD, a Texas independent school district, (hereinafter called "District"), for services to be provided to Jadyn Little (hereinafter called "Client"). Amber Mihlbaur of Alvin, Texas, parent(s) or guardian(s) of Client join in the execution hereof for the purpose of evidencing their agreement and consent to the terms, conditions, and stipulations herein contained.

**WITNESSETH:**

**I. SERVICES**

During the term of this Agreement, AH will provide to Client at the request of District the following educational and/or remedial services:

Educational Services and Related Services. Refer to Student IEP.

1.2 AH is fully qualified to provide the educational and training services described above, and will utilize from its staff such qualified teachers, aides, administrators, teaching parents, and specialists as may be required to, in its best judgement, develop and implement a program intended to best provide such services. AH shall, with the permission of District, utilize such outside consultants, therapists, psychologists, and other professionals as may be required from time to time in order to effectuate the best results. The parties agree that there will be no additional cost to District for services provided by these outside consultants, therapists, psychologists and other professionals without a contract addendum. AH is approved by the Texas Education Agency (TEA) as a non-public school and will during the term of this Agreement, provide the services described above in accordance with the rules and regulations of the TEA, as well as in accordance with all applicable laws of the State of Texas and the United States of America. AH agrees to notify District immediately if it loses its TEA approval. In the event AH loses its approval by TEA, this Contract will become null and void and the District will owe AH only the amount due for services delivered prior to the date TEA approval was lost.

1.3 AH will ensure that all of its employees, contract employees and independent contractors have cleared a criminal background check in a manner consistent with that applied to nonpublic school employees/contractors in accordance with state law.

1.4 AH will use its best efforts to provide the services described above. No representation of any nature as to results is made, however, and neither is any guaranty of results made with respect to the services to be provided in accordance with this Agreement. In this regard, it is recognized that the nature of the Client's disability is such as to be likely resistant to treatment and training and the attainment of desired objectives. No representation, warranty, or guaranty of any nature is made by AH except that of its best efforts. AH is obligated pursuant to this agreement to provide an appropriate education to Client. If at anytime AH determines it is unable to provide client with an appropriate education, it will immediately notify the District's Director of Special Education.

1.5 AH agrees to maintain and forward Client's Individual Education Plan (IEP) documentation, coursework, and credit information for the Academic Achievement Record (AAR) to the District in an appropriate, agreed upon format.

1.6 AH, in coordination with the District, follows the District's policies and procedures regarding procedural safeguards and discipline. AH also agrees that all staff who may be involved in time-out and/or restraint have received required training and comply with laws, rules and regulations related to restraint and time-out. AH also agrees to provide appropriate notification and documentation to Client's parents as required by Texas regulations. AH agrees to provide documentation and notification to District at the same time that it provides notice and documentation to Parents.

1.7 AH agrees that all of its special education and related services personnel teaching or providing services to Client are certified, endorsed, or licensed in the area(s) of their assignment.

1.8 AH agrees that the written curriculum utilized is aligned with the Texas Essential Knowledge and Skills (TEKS) and provides the opportunity for access to and progress in the TEKS.

1.9 AH agrees that its school is designed for its function, receives proper maintenance, and is free from safety and health hazards.

1.10 AH agrees to abide by all confidentiality provisions regarding educational records in accordance with the Family Educational Rights and Privacy (FERPA) and the IDEA. Further, AH agrees to return all confidential information concerning the Client to District upon termination of this Agreement.

## II. ADMISSION, REVIEW AND DISCHARGE

2.1 It is understood and agreed that prior to the commencement of any of the services described in Article I above, Client must be evaluated by AH. The purpose of the intake evaluation is to assess Client's disability, determine if the services provided by AH can be of assistance to Client, and to prescribe in conjunction with AH staff, a program of education and training.

2.2 If the Client is recommended for admission into an AH program, an individualized education plan (IEP) will be prepared by the District and an individualized program plan may be developed by AH staff. The IEP and/or IPP will provide the basic outline of the proposed program of training and education as well as the services described in Article I above, which will be provided by AH to Client during the term of this Agreement. The IEP and/or IPP will be prepared and implemented in accordance with the guidelines, rules, and regulations promulgated by the Texas Education Agency from time to time during the term of this Agreement.

2.3 The ARD Committee will establish in writing, the criteria and estimated timelines for the Client's return to the District.

2.4 The District will make an initial and periodic visit, no less than one per year to AH to verify that AH can, and will, provide services listed in the Client's IEP. AH will cooperate with the visits and provide access to staff as well as documentation related to Client so that the District can make the determination it is required to make under state law, including but not limited to that, AH can and will provide services listed in Client's IEP, and that placement at AH is in the least restrictive environment appropriate for Client. AH understands that such periodic visits may be unannounced.

2.5 From time to time during the term of this Agreement, but in no event less often than every 6 weeks, AH shall furnish to District and to such other persons or agencies as District may authorize in writing, a report as to Client's status, progress and the prognosis for future results. Additionally, from time to time during the term of this Agreement, but in no event less often than every 90 days, AH, acting by and through appropriate members of its staff, shall meet with or offer to meet with District and/or Client's parents or guardian for the purpose of discussion and consultation with respect to Client's status, progress, and prospects for future training and/or education by AH.

2.6 Upon the termination of this Agreement, whether such termination occurs by lapse of time or otherwise, AH shall issue or cause to be issued a final report concerning the progress and development of Client, the achievement of goals specified in the IEP and IPP, AH's assessment of the services provided, and recommendations for future course of training and education for Client. Upon tender of this report to District and to such other professionals or agencies as District may designate, Client shall be deemed to be discharged, and this Agreement shall be deemed to be of no further force and effect.

### III. TERM

3.1 The term of this Agreement shall commence January 22, 2020 and shall terminate upon the expiration date of July 31, 2020, unless sooner terminated as hereinafter provided.

3.2 If, in the best judgement of AH, at any time during the term of this Agreement, AH shall determine that Client is not obtaining benefit from the services provided by AH, or that Client is not suited to the services provided by AH, or that AH cannot provide suitable services to Client, then this Agreement may be terminated by AH by giving to District a Notice of Intention to Terminate at least thirty (30) days prior to the date such termination shall be deemed to be effective. Upon the expiration of such ten-day notice period, Client shall be discharged and this Agreement shall be of no further force and effect.

3.3 If at any time during the term of this Agreement, District shall, in its sole discretion, determine that it no longer wishes to have Client participate in the AH program, then this Agreement may be terminated by District giving to AH a 30-day written notice of such intention to terminate, provided however, an ARD meeting determines that Client is not receiving an appropriate education at AH or its obligation to provide an education to Client ceases, the District has the right and the obligation to terminate this Agreement immediately, without giving thirty (30) days notice. Upon the expiration of such 30-day notice period, this Agreement shall be deemed to be of no further force and effect. Nothing herein contained shall be deemed to prohibit or in any manner restrict District from removing Client from the program at any time with or without notice, provided, however that this Agreement shall not be deemed to be terminated with respect to the financial and other obligations of District to AH until a notice of Termination has been given in accordance with the provisions of this Section, and all financial and other obligations of District have been met through the intended termination date.

3.4 If at any time during the term of this Agreement, AH loses its Non-public School

approval from the TEA, the District may terminate this Agreement. In the event the Client files for a due process hearing under authority of 20 U.S.C. Section 1415 et seq to challenge the termination of this Agreement, it is agreed that Client's stay-put placement under the law shall be the District, unless otherwise ordered by the TEA.

#### IV. FINANCIAL ARRANGEMENTS

4.1 As consideration to AH for the performance of this Agreement, the District, at no cost to parent/guardian agrees, and promises to pay to AH the amounts hereinafter specified for the services and in the manner set forth below:

- a. For intake review and assessment by AH \$ - 0 - which amount shall be due and payable upon the execution of this Agreement by AH and District.
- b. For each month embraced within the term of this Agreement, including partial months, the sum of \$4,190.00 dollars per month (\$2,095 for January), which amount shall be deemed to be the basic compensation to AH for the services provided pursuant to this Agreement and which shall be exclusive of all other incidental charges more particularly specified below. This amount shall be billed monthly to District by AH together with incidental charges and shall be due and payable in full without demand and without grace on or before the expiration of ten days from the date of the invoice or statement.
- c. The amount of monthly payment required to be paid to AH set forth in subparagraph b above, shall include the following: Day school services \$3,950.00/mo; Speech Therapy \$190.00/mo; OT \$50.00/mo. If for any reason these services are not provided, District is not obligated to pay for the services. This amount does not include any expenses incidental to the services described above such as, but not limited to, items necessary for personal hygiene, fees and charges for outings and excursions sponsored by AH for Client, or any other matter not covered within the scope of the basic compensation provision set forth in subparagraph b above. Together with the monthly statement for basic compensation, AH shall furnish to District an itemized list of expenditures for incidental expenses, and District shall tender to AH together with its payment for basic compensation an amount equal to the expenditures for such incidental expenses.
- d. If the Client requires professional services not available from AH, such as those of a physician, physical therapist, psychologist, or mobility specialist, then AH shall arrange

for such services at the cost and expense of District, provided, however, that District has received prior notice and agrees to pay for those services. In no event will District be obligated to pay an expense that has not been pre-approved by District. When such pre-approved services are required to compliment and supplement the services provided by AH, District agrees to pay to the person, firm, or entity providing such services, the cost thereof, and to pay all such amounts when and as due. The District will not be obligated to pay for such services not available from AH unless and until the District receives written notice regarding the services and agrees to services. At times, such agreement may be contingent on holding a duly constituted ARD meeting. In the event that AH shall incur financial responsibility for providing such complimentary or supplementary services, and upon approval from the District, AH shall bill District for the amount incurred (to defray cost of administration by AH), which amount shall be due and payable within ten days from the date of the invoice or statement for such services.

e. District will be responsible for necessary evaluations, assessments, textbooks, and assistive technology devices.

4.2 All amounts required to be paid by District pursuant to this Agreement shall be due and payable as specified herein. If a dispute arises on this Contract, each party agrees to pay its own attorney, if an attorney is retained.

4.3 Failure to pay any amounts due to AH by District pursuant to this Agreement shall be grounds for immediate termination of services by AH to Client, assuming the amounts were agreed to by the district.

## **V. POLICIES AND PROCEDURES**

5.1 AH has, in cooperation and conjunction with HHSC, the Texas Education Agency, and other agencies and entities concerned with AH, and the various rules and regulations formulated, promulgated and enforced by the several agencies of the State of Texas and the United States of America governing the operation of AH, formulated certain policies and procedures related to the education and training programs offered by AH. These policies and procedures deal with such matters as clothing required to be furnished for each Client by parents or guardian, times of

visitation by parents or guardian, transportation of Client to and from AH facilities, holidays, dispensing of medicine, information required to be furnished by parents or guardian from time to time, hours of operation, and such other matters of policy and procedure necessary and incidental to the operation of AH and its several programs. AH reserves the right to amend, supplement, or modify these policies and procedures from time to time, during the term of this Agreement as may be required by circumstances or by law, rule, or regulation. In the event of such amendment, supplement, or modification, AH shall make a copy of the revised policies and procedures available upon request to District and parents or guardian, and such amended, supplemented, or modified policies and procedures shall be deemed to be effective when revised or otherwise modified by AH.

## **VI. AGREEMENT TO USE DUE DILIGENCE AND CARE**

6.1 AH will use due care and due diligence to protect Client and Client's property from harm or injury. AH is, however, not an insurer against harm or injury to either Client or Client's property. If such harm or injury shall occur despite AH's due care and diligence, then District and parents or guardian agrees to indemnify and hold harmless AH, its officers, trustees, employees, or servants, from and against any and all claims, demands, or causes of action of whatsoever kind or character arising out of or in any manner related to the care, custody, and control of Client by AH regardless of how such harm or injury shall occur and regardless of the nature and extent of such harm or injury. District and parents or guardian further agrees to pay all costs and expenses of whatsoever nature, kind, or character, including without limitation, any costs of investigation and attorney's fees incurred by AH in connection with any claim, demand or cause of action of whatsoever kind or character, arising out of or in any manner related to the care, custody and control of Client by AH. District and parents or guardian shall pay the amount of all such costs and expenses to AH upon demand.

## **VII. MISCELLANEOUS**

7.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. It is specifically stipulated and agreed that jurisdiction and venue for all purposes shall be

Harris County, Texas.

7.2 This Agreement shall be binding upon and insure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors, and assigns.

7.3 This Agreement reflects the entire agreement between the parties and no other agreement oral or written shall be deemed to be effective. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

7.4 This Agreement shall be deemed to be effective upon the date that it is executed by District and by an officer of AH.

7.5 By entering into this Agreement, the District is not waiving any immunity it is entitled to under state or federal law.

Agreed to:

**AVONDALE HOUSE, a Texas non-profit corporation,**

By: \_\_\_\_\_

*Steve Veterans*

Its: **Chief Executive Officer**

Date: \_\_\_\_\_

*1/23/20*

**DISTRICT**

By: \_\_\_\_\_

*J Edwards*

Its: \_\_\_\_\_

*Director of Special Education*

Date: \_\_\_\_\_

*2/20/20*