

ACE RESOURCES

ADVOCACY AND CONSULTATION CONTRACT

This SERVICE CONTRACT, effective as of (date) _____, is made and entered into between _____ (Customer) and **ACE Resources** (Contractor), with a registered address of 16626 Highland Country Dr, Cypress, TX 77433.

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide IEP Consultation Services.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

Definitions

For purposes of the Agreement, the following terms shall have the following meanings:

- a. Services means any and all consultation services whether in person, over the phone or through electronic or other forms of communication. This will also include any travel over 30 minutes.
- b. Deliverables means any tangible property, including electronic media or documents, delivered to Customer under the Service Contract including reports, organizational tools or sample communications.

Statement of Work

Contractor shall perform four (4) hours of direct consultation related to Special Education Services for the contracted payment. Any deliverables provided shall be for individual use only and not for mass reproduction. The content remains the intellectual property of the Contractor.

Term

Services contracted must be performed within 24 months of date on the contract. Additional hours paid will extend the contract from the date of latest payment.

Terms of Payment

This contract is for consultation at a rate of \$100/hour. The services require a minimum of four (4) contracted hours. Additional hours can be added to the contract. Any deliverables will be included in the cost of contracted hours, with the exception of the IEP Binder Creation. The IEP Binder will be provided, if requested, for an additional \$50. All prices include any collected tax. Payment is to be made at the start of the contract or upon contracting of additional hours. Costs associated with deliverables (IEP Binder) are to be made upon receipt. Transition Counseling and/or Transition Plan Services, outside of IEP Consultation Services are contracted separately and will be charged at a rate agreed upon prior to services being offered.

Sliding Scale

To ensure that quality advocacy is available for qualifying families, ACE Resources has established a system for advocacy and consultation services for eligible families. In order to serve the greatest number of families in need, there is a clear income for eligibility for the sliding fee schedule. The Sliding Fee Discount policy is a privilege provided to our clients. Federal law requires that we maintain current and accurate documentation to verify your eligibility. The final determination of eligibility rests solely within ACE Resources. If you are not satisfied with your case's determination, you may file an appeal. To receive sliding scale services, an application must be on file and approved.

Warranties

Contractor warrants deliverable functionality for a period of 90 days following delivery. This covers any correction required to materials or replacement due to material failure. The Contractor does not cover loss or damage caused through events beyond Contractor's reasonable control.

Termination

At any time, either party may terminate the contract. If Customer terminates the contract, any and all payments made for services not yet provided are deemed non-refundable. If the Contractor terminates the contract, any and all payments made for services not yet provided will be refunded to the Customer within 30 days.

Confidentiality

Contractor will honor and keep confidentiality of all personal, educational and medical information provided by Customer. Any disclosure of information must be preceded by written consent of the Customer. Neither party can be held liable for disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information:

- a. Is generally known to the public at the time of disclosure by the disclosing party
- b. Or becomes generally known to the public through no fault of the receiving party
- c. Or was lawfully in the possession of the receiving party prior to signing this Agreement
- d. Or is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information.

Contractor may not use Customer's name or information or identify Customer as a client of Contractor, on Contractor's website and/or marketing materials. Any press release or use of Customer's name or information must be preceded by a written release.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Jill Center, ACE Resources

Date

Customer Signature

Date

Customer Printer Name

Disclaimer: By law, public schools or state agencies are required to answer any of your questions and make efforts to collaborate: These efforts may not meet each family's perceived needs and private consultation may be preferred.