

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

SERVICE PROVIDER AGREEMENT

October 26, 2020

This Agreement is entered into between Emmett School District No.221 (hereinafter referred to as "District") and Community Partnerships of Idaho (hereinafter referred to as "Provided").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the student's individualized education program (IEP), 504 Plan or Memorandum of Understanding; and

Whereas, the Provider is duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the 26th of October 2020, and remain in effect as needed on a weekly basis until the 31st day of May, 2021. At the discretion of the District, the Agreement may be ended as student need changes, or renewed annually as needed.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED

Provider shall render the professional services enumerated on Exhibit A, attached hereto and made a part of this Agreement as if set forth fully herein.

RECORD KEEPING

Provider shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Provider's office.

CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the District, without parental/guardian consent or consent of the student if 18 years of age or older.

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code Section 16-1601 , et seq., and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform the Building Principal, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in Exhibit A, unless the parties mutually agree to a modification of the time and amount of service delivery.

COORDINATION OF SERVICES

To facilitate delivery of services, the District will provide: 1) reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Provider and clients, parents/guardian, and other providers and agencies.

The provider will participate, as requested, with district staff, and participate in IEP meetings, team/staff meetings, assessments, evaluations and other identified services.

Both parties agree to the following:

- > When changes by either agency will affect the child, a team meeting will be held to discuss these changes
- > Should a conflict arise between the District and provider, the following conflict resolution strategy will be used:
 - The teacher and interventionist will attempt to resolve any minor issues verbally
 - If there is no resolution, the interventionist will notify the Center Supervisor/Owner and the teacher will notify his/her Building Administrator
 - The Supervisor/Owner and the Building Administrator will discuss the situation and arrange a meeting including both parties, if necessary
 - If there is still no resolution, the Center Supervisor, Building Administrator and the Special Education Director for the District will arrange a meeting to discuss any further actions The provider agrees to:
- > Develop a Service Detail and record Medicaid service provided. The Service Detail will record the student's name, date of birth, staff name, signature, title, district name, school name, date of IEP, time listed on IEP, frequency, date of service, start and end time, total duration, activities/goals and response to service. The District will submit Medicaid Claims, and collect Medicaid Reimbursement.

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

- > School Clinical Supervisor will supervise Interventionist for BI Professional services and paraprofessional (as requested) and provide observations as needed
- > Ensure that provider staff comply with policies established by the District, have appropriate training and licensure, and have fingerprint and background checks on file
- > Submit invoice with service details by the 10th business day of the month following services
- > Communicate to special education teacher observations and other concerns regarding the services for students. When parents approach provider regarding their student's services, refer parent to special education teacher who is the case manager.

The District agrees to:

- > Ensure that eligibility is determined: o determine Medicaid eligibility o enrollment in school district o eligible for IEP o service listed on IEP with addendums as needed o child is in the age group covered (3 to 21) o meet the State Department of Education criteria for eligibility o Write specific measurable IEP goals to be delivered under behavior intervention services
- > Obtain families consent to bill Medicaid
- > Collaborate with the provider to assist children in the classroom
- > Pay provider completed invoices on a monthly basis.

CONSENTIAUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Provider shall at all times require the written consent or authorization of the parent/guardian/or student, if age of 18 years of age or older, for the disclosure or access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with state and federal law and regulations.

COMPENSATION/BILLING

The District shall compensate Provider for the student evaluations and direct services according to the provisions set forth in EXHIBIT A

PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are qualified BI professionals in Idaho. Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code § 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless the District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Provider's performance of the services provided under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement.

ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by Provider or by operation of law, so as to authorize any person other than the Provider, or Provider's employees, to assume the duties subject to this Agreement without the District's prior written consent.

AMENDMENT

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

TERMINATION

This Agreement may be terminated without cause by either party thirty (14) days after providing written notice of the intent to terminate to the other party.

DEFAULT

Upon default by either party, the non-defaulting party may cancel this Agreement immediately, upon notice, and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH

The failure of Provider or the District to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Provider or the District.

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Agreement.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Provider shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement.

ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the nondefaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26th day of October, 2020

Superintendent of Designee

Provider

Director of Special Education

Agency (if applicable)

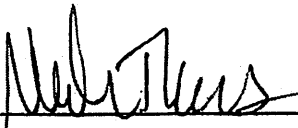


Exhibit A

SERVICES TO BE RENDERED:

Behavioral Intervention Professional (96152 TM), Individual:

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

The Professional Behavioral Interventionist will implement the BIP, ensuring provision strategies are utilized, replacement skills are taught and a response minimizes reinforcement of problem behaviors and redirects to desire or incompatible adaptive behaviors with the intent to build skills that meet the functional need of the child. Behavioral Intervention is used to promote the student's ability to participate in educational services. Our Behavioral Interventionist meet rule requirements of Habilitative Intervention Professional: have completed a minimum of one (1) year experience with children with Developmental Disabilities, Bachelor's degree in approved social service field, and selected college courses in ABA, Child Development and Psychology of Learning/Learning Theory.

Staff Training and other non-direct services (private pay):

The Contractor agrees to provide non-direct services by a Behavior Interventionist to perform school/classroom observations, trainings, meetings, and other services requested by the District for \$30 per hour. This requires Special Education Director Approval.

SERVICE DELIVERY: TIME AND PLACE:

Student A: (CJE) Updated October 26, 2020 -- BI support will no longer be needed as of Monday October 26, 2020

Student B: (CLE) Updated October 26, 2020 -- BI support will no longer be needed as of Monday October 26, 2020

Student C: (C.W.) The services will be delivered at Black Canyon High School in the AIMs classroom/ Special Education setting where identified student attends. As the student is able to transition back into the Emmett Middle School environments, services will be delivered in those settings as well. The time of service delivery will be dictated by the services outlined in the student's IEP and requested by the District. BI support will be provided from 7:45a.m.— 2:45 pm M, T, Th, F. Wednesdays will be from 7:45 a.m.- 1:45p.m. As student gains independence, services times may be changed on the IEP and reflect changes to this agreement. This student may need modified scheduling, BI supports will be scheduled with flexibility as the IEP team agrees on modifications to his schedule.

Student Support (D) at Carberry Elementary: Professional BI support will be provided weekly through contracted staff from Community Partnerships of Idaho at Carberry Elementary to work with one student at a time who is in need of BI support under the direction of Special Education Teachers Ivy Snow and /or Ryan Spritzer following the student(s) BIP and IEP goals for behavior. Services will be from 9:00 a.m. until 3:00 p.m. The Starting date will be Sept 14, 2020 and will continue as student need is present. To be reviewed at the end of the first Trimester November 19, 2020 if not before.

Emmett SCHOOL DISTRICT NO, 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas Director of Special Education

COMPENSATION/BILLING:

Medicaid services will be billed at 100% the going Idaho State Medicaid rate. At any time during this contract period should the state funding rate change the reimbursement rate will reflect such change. Reimbursement rates per unit are as follows:

Emmett SCHOOL DISTRICT NO. 221

400 S. Pine
Emmett, Idaho 83617
Phone: (208)365-6301
FAX: (208)365-2961

Nicole Thomas
Director of Special Education

Medicaid Services	Medicaid Reimbursement rate per 15 minutes	30% School Funding adjustment per 15 minutes	CPI Billing Rate per 15 minutes
Behavioral Intervention Professional (96152 TM), Individual:	12.91	3.88	12.91 per 15 min/unit Or \$51.64 per hour
Non-direct services by Behavioral Interventionist (private pay)			