

## **SERVICE PROVIDER AGREEMENT**

This Agreement is entered between Mackay School District and **PROGRESSIVE BEHAVIOR SYSTEMS**.

### **TERMS OF AGREEMENT**

The period of this Agreement will commence on Aug. 6, 2021 and remain in effect until August 6, 2021.

### **RELATIONSHIP OF PARTIES**

In performing services under this Agreement, **Progressive Behavior Systems** is and shall at all times be an independent contractor of Mackay School District. Nothing herein is to be construed as establishing an employer-employee relationship.

### **SERVICES TO BE RENDERED**

Provider shall render the direct services of one or more of the following services by individuals who are duly licensed:

- ☒ Behavioral Intervention (BI); CBRS Services
- ☒ Behavioral Intervention Paraprofessionals (BI Para), Personal Care Services (PCS)

### **RECORD KEEPING**

**Progressive Behavior Systems** shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to Mackay School District within 10 working days of the date requested.

### **CONFIDENTIALITY**

**Progressive Behavior Systems** agrees that all information regarding services provided in this Agreement shall be confidential including but not limited to student identification and nature of services provided to the student and will not disclose any information obtained from services without the written consent of participant or the parent/legal guardians.

### **REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT**

**Progressive Behavior Systems** is obligated to report within 24 hours any suspected abuse, abandonment, or neglect of a child to a law enforcement agency or the Idaho Department of Health and Welfare.

### **SERVICE DELIVERY: TIME AND PLACE**

**Progressive Behavior Systems** shall perform services in Agreement at Mackay School or other agreed location each scheduled day of services during the school year. School will notify **Progressive Behavior Systems** of absences or of cancelled school days.

#### **COORDINATION OF SERVICES**

To facilitate delivery of services, Mackay School District will provide:

1. Reasonable and prompt notification of meetings and other appointments in which **Progressive Behavior Systems** is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and the parent/guardian.
4. Reasonable assistance in facilitating communication between **Progressive Behavior Systems**, the student, parents/guardians, and other providers.

#### **PREAUTHORIZATIONS OF SERVICES**

All services that require preauthorization from a reimbursor is the responsibility of Mackay School District.

#### **COMPENSATION/BILLING**

**Mackay School District** shall compensate **Progressive Behavior Systems** for the services in this Agreement at the following rates:

<b>Service</b>	<b>Rate</b>
Behavioral Intervention (BI) Specialist	<b>\$9.00 per billable unit (15 minutes)</b>
CBRS Intervention and Consultation	<b>\$9.00 per billable unit (15 minutes)</b>
Behavioral Intervention- Para; PCS	<b>\$5.75 per billable unit (15 minutes)</b>

**Progressive Behavior Systems** will submit a monthly statement of services rendered each month to Mackay School District payable within 30 days of the statement date.

## **TERMINATION**

This agreement may be terminated without cause by either party after providing a 30 day notice of the intent to terminate to the other party.

## **DEFAULT**

Upon default by either party, the nondefaulting party may cancel this Agreement immediately, upon notice. The defaulting party shall be liable for any and all expenses that are incurred by the nondefaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

## **AMENDMENT**

Any and all amendment to this Agreement must be made in writing with the consent of both parties.

## **NON-DISCRIMINATION**

Progressive Behavior Systems and Mackay School District agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

## **INSURANCE AND LIABILITY**

Progressive Behavior Systems will be liable for losses or damages during the performance of services provided in this agreement. Proof of insurance will be provided upon request.

## **GOVERNANCE**

This Agreement shall be governed by the laws of the State of Idaho. Progressive Behavior Systems will comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the term of this Agreement.

## **NON-WAIVER BREACH**

Failure of either party to perform any terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed be both parties in writing.

## **ASSIGNMENT**

This Agreement shall not be subject to assignment in whole or part to any other parties than Progressive Behavior Systems and its employees except by written agreement by the parties.

## COMPLETE STATEMENT OF TERMS

This Agreement represents an entire agreement between the parties 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 agreement in writing by authorized representatives of the parties.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

8-9-2021

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Mackay School District School Representative

Signed Christi Bergen

Dated 8-6-2021

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Progressive Behavior Systems Representative