

Syringa Mountain School

School Based Provider Support Services

Independent Contractor Agreement

This Contractual Agreement is entered into between Gooding School District and Positive Connections, LLC. Whereas, The District provides special educational and related services to assist students attending school with their educational development, as identified on the students' individualized education plan and the contractor qualified and able to provide related services to the District's student, it is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this contractual agreement will commence on Oct 17, 2014 and remain in effect until the final day of the traditional school year, 2015 or thereafter as needed. This Contractor Agreement is contingent upon the availability of District funds, shall not exceed twelve calendar months and at the discretion of the District, the Contractual Agreement may be renewed annually. The contract can be canceled at any time per either party for any reason deemed necessary.

RELATIONSHIP TO THE PARTIES:

Contractor is and shall at all times be independent contractor of the District. Nothing herein is to be construed as established an employer-employee relationship.

SERVICES RENDERED, TIME AND PLACE:

Provider should render services that are outlined in the Summary of Services, attached to this Contractual Agreement. Unless the parties mutually agree to modification of the time and place of service delivery; primary times and places of services will include general school hours and grounds. If additional times and place are needed, extended school year services or after school hours, will be accommodated if approved and/ or in the IEP.

RECORD KEEPING:

Contractor shall be responsible for maintaining copies of the records documenting the services provided and shall provide original copies of the records to the district for accounting and billing purposes on a weekly basis. All records will be checked for accurate record keeping and to make sure services don't exceed what is outlined in the IEP.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided, 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) or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of the information consistent with the state and federal law regulations. Contractor is prohibited from disclosing and information obtained as a result of rendering services to any individual not authorized and directly by the District, without parent/guardian written consent or authorization of the student if 18 years of age or older.

REPORTING ABUSE, ABANDONMENT, OR NEGLECT:

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

COORDINATION OF SERVICES:

To facilitate delivery of services, the District will provide: reasonable and prompt notification of meetings and other appointments in which Contractor is expected to participate; signed parental consent forms as necessary, identifying information regarding the client and the parent/guardian; and reasonable assistance in facilitating communication between the Contractor and clients, parents/guardian and other providers and agencies. District will not authorize any person other than Contractor, or Contractor's employees to assume the duties subject to this Contractual Agreement without the District's prior written consent.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures and professional codes of conduct; the District is ultimately responsible for student authorization for services.

PROFESSIONAL SERVICES:

The services rendered will be provided by individuals who duly certified/licensed to perform the services or supervised by a certified/licensed provider in accordance with applicable professional standards. Contractor agrees that all work will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with student shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33-130 and/or policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The Contractor, and Contractor's employees will receive a school badge that will be returned when their employment ends and will notify the District immediately. For all paraprofessional services, the Contractor, or Contractor employees will be responsible for taking the paraprofessional class, paying for it and passing it before beginning rendering services. The District shall have the right to observe service being provided to the clients.

INSURANCE AND LIABILITY:

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

AMENDMENT:

This Contractual Agreement may be terminated without cause by either party within fifteen (15) to thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, the District may immediately terminate the Contractual Agreement, upon written notices. In the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student or by the State of Idaho.

DEFAULT:

Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue 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 default.

TIME OF PERFORMANCE:

Time is of the essence in the Contractual Agreement; therefore, all times and performance of the obligations, as stated herein, shall be of the utmost importance.

NON-WAIVER BREACH:

The failure of the Contractor or the District to insist upon strict performance of any of the terms of this Contractual 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 Contractor or the District.

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 Contractual Agreement.

GOVERNANCE:

This Contractual Agreement shall be governed by the laws of the State of Idaho. The Contractor 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 the Contractual Agreement, as will the District.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of the Contractual Agreement, and if the non-defaulting 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 recession, forfeiture, or other termination of this Contractual Agreement.

DISPUTE RESOLUTION:

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the District and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the District.
4. If a concern is identified that is related to the quality of service or health and safety issues, schools should defer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.

COMPENSATION / BILLING:

The District shall compensate Contractor for the direct services identified at the rate of the amount per hour for approved hours; additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee.

The Contractor will submit weekly a statement of services rendered from the previous week including the completed District's Medicaid reporting forms (identifying the previous week's services); these completed forms must be submitted to the District's billing service department of designee. The District will issue checks biweekly if statement and paperwork is completed and in the District office by the designated timeframe. Weekly statements (Billing Records) must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of hours spent in providing services; and d) cost of services provided; an official weekly Invoice will also accompany the Billing Record.

The District / Contractor reimbursement schedule will be based upon the following:

\$9.25 per unit (15 minutes): Behavioral Intervention, Individual – Professional

\$4.85 per unit (15 minutes): Behavioral Intervention, Individual – Paraprofessional

\$9.25 per unit (15 minutes): Skills Training / Community Reintegration (PSR), Individual – Professional

\$4.85 per unit (15 minutes): Personal Care Services- Paraprofessional

\$390 for the Psych Eval and write up

\$45 an hour for FBA, SIB-R and behavioral plan writing

\$65 an hour for CAFAS/or PECFAS assessments or counseling services

NOTICES:

Notices shall be deemed complete if given to the following names and addresses:

Syringa Mountain School

Attn: Julie Evans

P.O. Box 3531 Hailey, Idaho 83333

208-896-2880

Positive Connections, LLC

Attn: Faye Potthast, M. Ed, LMFT, Owner; & Christi Dick, Program Manager

1373 Fillmore St.

Twin Falls, ID 83301

COMPLETE STATE OF TERMS:

This Contractual 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 Contractual 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 the Contractual Agreement on this the 17th day of October, 2014.

Signature of Superintendent/Designee

Signature of Contractor's Representative

Printed Name

Printed Name