

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
20/21 yr.	Family Health Services (BAA & MOU)	
	for Perrine & Bickel	
20/21 yr.	Family Health Services (BAA & MOU)	
	For Canyon Ridge	
20/21 yr.	Positive Connections	\$32.00/hr.
20/21 yr.	Nichole Stevens, Occupational Therapist	\$70.00/hr.
20/21 yr.	ProActive Advantage	\$32.00/hr.

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*



For: Perrine
&
Bickel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered between FAMILY HEALTH SERVICES ("Covered Entity") and _____ ("Business Associate").

Background

Pursuant to the parties' separate services agreement ("Services Agreement"), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules"). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: *Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.*
2. **Specific Definitions.**
 - a. **Business Associate** shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Business Associate.
 - b. **Covered Entity** shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Covered Entity.
 - c. **Protected Health Information** shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.



Agreement

1. Relationship of the Parties. Business Associate is and at all times during this Agreement shall be acting as an independent contractor to Covered Entity, and not as Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.

2. Business Associate Responsibilities. Business Associate agrees to:

- a. Fully comply with the HIPAA Rules as they apply to business associates.
- b. Not use or disclose protected health information except as permitted by this Agreement or as otherwise required by law.
- c. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic protected health information.
- d. Immediately report to Covered Entity any use or disclosure of protected health information not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured protected health information as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(a).
- e. Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured protected health information or security incidents as required by the HIPAA Rules.
- f. Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.308(b) and 164.502(e).
- g. Within ten (10) days following Covered Entity's request, make available to Covered Entity any protected health information in Business Associate's control as necessary to enable Covered Entity to satisfy its obligations to provide an individual with access to certain protected health information under 45 CFR § 164.524.



h. Within ten (10) days following Covered Entity's request, make available to Covered Entity any protected health information for amendment and incorporate any amendments to protected health information as necessary to enable Covered Entity to satisfy its obligations under 45 CFR § 164.526.

i. Maintain information concerning Business Associate's or subcontractors' disclosures of protected health information as required by 45 CFR § 164.528(a)-(b) and, within ten (10) days following Covered Entity's request, make such information available to Covered Entity as necessary to enable Covered Entity to render an accounting of disclosures pursuant to 45 CFR § 164.528. In addition to any other such information, Business Associate shall document the following as to any impermissible disclosure: (i) the date of the disclosure; (ii) the name and address of the person or entity to whom the disclosure was made; (iii) a brief description of the protected health information disclosed; and (iv) a brief statement of the purpose of the disclosure.

j. To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

k. Make Business Associate's internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

3. Uses and Disclosures by Business Associate.

3.1 Permissible Uses and Disclosures. Business Associate may use or disclose protected health information only as follows:

- a. As necessary to perform the services set forth in the Service Agreement.
- b. To de-identify protected health information in accordance with 45 CFR § 164.514(a)-(c).
- c. As required by law.

d. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

e. To provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501 if expressly allowed by Covered Entity.



3.2 Impermissible Uses or Disclosures. Business Associate may not use or disclose protected health information in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity except for the specific uses and disclosures set forth in Sections 3.1(d)-(e), if applicable.

3.3 Minimum Necessary. Business Associate agrees to use, disclose, or request the minimum amount of protected health information necessary for a permitted purpose pursuant to this Section 3, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

4. Term and Termination. Unless otherwise agreed in writing by the parties, this Agreement shall be effective as of the date executed by the parties and shall continue until terminated as provided below.

4.1 Termination. This Agreement shall terminate on the date the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

a. Covered Entity may terminate this Agreement without cause upon thirty (30) days prior written notice to Business Associate.

b. Covered Entity may terminate this Agreement upon ten (10) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the protected health information. Subject to Section 4.1(c), Business Associate shall have the opportunity to cure the breach or violation within the 10-day notice period. If Business Associate fails to cure the breach or violation within the 10-day notice period, Covered Entity may declare this Agreement terminated.

c. Notwithstanding Section 4.1(b), Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

4.2 Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, with respect to protected health information received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

a. If feasible, return all protected health information to Covered Entity or, if Covered Entity agrees, destroy such protected health information.

b. If the return or destruction of protected health information is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules.



4.3 Survival. Business Associate's obligations under Section 4 shall survive termination of this Agreement.

4.4 Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of protected health information is a material purpose of the Service Agreement and this Agreement is terminated for any reason.

5. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HIPAA Rules and any other applicable law.

7. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State in which Covered Entity maintains its principal place of business.

8. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 2(f), above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

9. Cooperation. The parties agree to cooperate with each other's efforts to comply with the requirements of the HIPAA Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of protected health information in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.

10. Relation to Services Agreement. This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

11. No Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.



12. **Entire Agreement.** This Agreement contains the entire agreement between the parties as it relates to the use or disclosure of protected health information, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

13. **Insurance.** Unless waived in writing by Covered Entity, Business Associate shall obtain and maintain insurance or equivalent programs of self-insurance with appropriate limits sufficient to cover costs, losses and damages that may arise from Business Associate's breach of this Agreement or any unauthorized use or disclosure of protected health information by Business Associate. Upon Covered Entity's request, Business Associate shall provide proof of such insurance to Covered Entity.

14. **Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and Covered Entity's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees) that are caused by or result from Business Associate's breach of this Agreement or any acts or omissions of Business Associate or Business Associate's officers, members, employees, agents, or subcontractors arising out of the use and disclosure protected health information or violation of the HIPAA Rules.

FAMILY HEALTH SERVICES

Signature By: 

Print Name: Esmeralda Cruz

Print Title: HIPAA PRIVACY OFFICER

Date: 5/19/2020

BUSINESS ASSOCIATE

Signature By: 

Print Name: Brady D. Dickinson

Print Title: Superintendent of Schools

Date: 6-8-20

Company Name: Twin Falls School Dist. #411

Address: 201 Main Ave. W, Twin Falls

Phone Number: 208-733-6900

Memorandum of Understanding
Twin Falls School District #411
and Family Health Services

This Memorandum of Understanding is entered into on this day, July 31, 2020, by and between the following two entities:

1. Twin Falls School District #411
201 Main Ave W
Twin Falls, ID 83301
Superintendent: Dr. Brady Dickinson
Board Chair: Bryan Matsuoka
2. Family Health Services
826 Eastland Dr.
Twin Falls, ID 83301
CEO: Aaron Houston
BH Director: Tori Torgimson, LCSW

WHEREAS, SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY are in agreement about the need to increase access to behavioral health services for at-risk youth.

NOW, THEREFORE, SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY agree to the following:

This MOU is to serve as the operating agreement between both parties for the purpose of providing and coordinating behavioral health and prevention services to students.

BEHAVIORAL HEALTH AGENCY will follow all policy and regulatory requirements for SCHOOL DISTRICT in working with the school and with students. SCHOOL DISTRICT will provide written documentation of such requirements upon completion of this agreement.

BEHAVIORAL HEALTH AGENCY offers these services to students at schools selected by SCHOOL DISTRICT as a part of their community provider services.

INTENDED RESULTS

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT share a commitment to building a delivery system that increases youth access to behavioral health services and prevention collaboration and formal partnership. Intended outcomes of this partnership include:

1. Quicker and easier access for students identified for behavioral health counseling;
2. More efficient use of resources;
3. Stronger linkages to community partners;

GENERAL TERMS AND CONDITIONS

The purpose of this MOU is to formalize terms and conditions under which the parties shall work together to support the provision of behavioral health and prevention services responsive to the needs of youth and families within the SCHOOL DISTRICT. The MOU sets the framework for coordinated practices in the following areas:

1. Separate responsibilities of BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT;
2. Integrated roles and responsibilities at schools served;
3. Space and facilities;

4. Management of life-threatening emergencies, including privacy considerations; and
5. Exchange and disclosure of student information, subject to constraints of privacy considerations and safeguards.

RESPONSIBILITIES OF THE PARTIES

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT agree upon the following general framework for separate responsibilities and contributions to the partnership.

Responsibilities of BEHAVIORAL HEALTH AGENCY

BEHAVIORAL HEALTH AGENCY agrees to:

1. Provide administrative oversight of their employees providing services at school locations, managing the scope of services and performance expectations as identified in the above goals.
2. Obtain written permission from parents prior to meeting with students, including a signed release of information between SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY.
3. Communicate regularly with building level administration regarding scheduling and services being provided to students on SCHOOL DISTRICT campuses.
4. Provide the following scope of services: outpatient individual and family psychotherapy, in addition to assessment and referral for additional services if necessary.
5. Meet with SCHOOL DISTRICT Administration, or their designee, quarterly to evaluate services, MOU and to make adjustments based on needs and priorities.
6. Will retain, keep current and provide a copy of professional liability insurance in the amount of \$1,000,000.
7. BEHAVIORAL HEALTH AGENCY will be responsible for working with parents/guardians of clients to determine insurance eligibility, bill all sessions to the appropriate insurance, collect payment, and in some cases, determine eligibility for a sliding scale program, which can reduce or eliminate payment on the part of the parent/guardian.

Responsibilities of SCHOOL DISTRICT

SCHOOL DISTRICT agrees to:

1. Identify students for behavioral health services and refer to BEHAVIORAL HEALTH AGENCY for individual/family/group therapy as appropriate and with multiple options offered to families.
2. Provide space and facilities support for mental health clinicians in agreed upon schools, during agreed upon times.
3. Meet with BEHAVIORAL HEALTH AGENCY Administration quarterly to evaluate services, MOU and to make adjustments based on needs and priorities.
4. Train BEHAVIORAL HEALTH AGENCY clinicians to be providing services within the school with appropriate site specific training regarding facilities, emergency procedures, and reporting structure.

OUTREACH, SCREENING AND REFERRAL

The process for outreach, screening, and referral will be outlined below:

1. Teacher identifies student who may be eligible for psychotherapy services, and contacts the school Counselor.
2. School Counselor meets with student, confirms need for services, fills out SCHOOL referral sheet, and makes attempts to obtain new client paperwork packet from parent/guardian.
3. Once new client packet is received by BEHAVIORAL HEALTH Clinician, student will be placed on

Clinician's schedule.

4. Student will first receive a Comprehensive Diagnostic Assessment, to confirm student's suitability for psychotherapy, to determine appropriate treatment goals, and to assess for any additional services student may benefit from.
 - a. If it is determined that student could benefit from additional services, student parent/guardian will receive communication from BEHAVIORAL HEALTH AGENCY informing them.
 - b. Parent/Guardian will then receive information about at least three (3) agencies in the area that can meet these needs.
5. Student receives psychotherapy for the prescribed period of time deemed necessary by the Clinician.
6. Students can be discharged from care for the following reasons:
 - a. Student qualifies for discharge based on FHS No Show Policy.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor. Should the School Counselor be unavailable the Principal or Assistant Principal can be notified at the School Office.
 - b. Student has met all treatment goals determined by Clinician and student at the beginning of treatment.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor. Should the School Counselor be unavailable the Principal or Assistant Principal can be notified at the School Office.
 - c. Student is unsuitable for treatment due to non-cooperation with Clinician and/or treatment.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor. Should the School Counselor be unavailable the Principal or Assistant Principal can be notified at the School Office.
 - d. Student presents as a danger to the safety of Clinician.
 - i. No student will be discharged for this reason without first collaborating with a School Counselor. Should the School Counselor be unavailable the Principal or Assistant Principal can be notified at the School Office.

EXCHANGE OF STUDENT INFORMATION AND PRIVACY CONSIDERATIONS

Responsibilities of both parties

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT will not use or disclose students' personal behavioral health information in a manner that would violate the requirements of the HIPAA privacy rule. Additionally, SCHOOL DISTRICT will not use or disclose students' personal and/or educational information in a manner that would violate the requirements of The Family Educational Rights and Privacy Act (FERPA).

The parties agree that personal behavioral health information in records maintained at school will not be released to school personnel without required minor or parental consent.

EXECUTION OF MEMORANDUM OF UNDERSTANDING

The parties agree that:

1. The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them. Neither party shall receive any compensation from the other party for services related to this agreement. This Agreement shall not be construed to be an exclusive Agreement between BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT, nor shall it be deemed to be an Agreement requiring SCHOOL DISTRICT to refer students to Provider for health care services.
2. Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of the indemnifying party and/or its officers, directors, shareholders, employees, agents, and representatives under this Agreement.
3. This MOU is expressly subject to and shall not become effective or binding on any party hereto until it has been fully executed by all parties.
4. The MOU shall be binding on all parties, their successors and assigns.
5. All parties shall review terms and conditions of the MOU during the spring quarter of each academic school year. Amendments to the MOU negotiated during the spring quarter affect terms, conditions and binding agreements for the following school year.
6. The term of this MOU shall commence on July 31, 2020 and shall continue for a period of 12 months. Thereafter, this MOU shall continue unless otherwise terminated pursuant to this paragraph. Notwithstanding the above, this MOU may be terminated without cause by BEHAVIORAL HEALTH AGENCY or SCHOOL DISTRICT upon 30 calendar day's written notice.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

FOR SCHOOL DISTRICT:


Dr. Brady Dickinson

6/3/20
Date

FOR BEHAVIORAL HEALTH AGENCY:


Aaron Houston, CEO

05/14/2020
Date

Addendum #1 to Memorandum of Understanding (MOU) Between SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY

1. Student in Crisis Protocol

If a student is already a client with BEHAVIORAL HEALTH AGENCY, the school counselor/social worker/administrator agrees to contact the BEHAVIORAL HEALTH AGENCY Clinician to let him/her know the student is in crisis. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student. The BEHAVIORAL HEALTH AGENCY clinician agrees to meet with the student and/or family at the soonest available appointment.

If a student is not a current BEHAVIORAL HEALTH AGENCY client, and in a mental health crisis, a signed parental consent form is required before a referral can be made. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student. The school counselor/social worker/administrator can contact parents on an emergent basis and receive consent. The BEHAVIORAL HEALTH AGENCY clinician will meet with the student and/or family at the soonest available appointment.

2. Pro Bono Student Psychotherapy Process: SCHOOL DISTRICT

Students without insurance or students with mental health benefits that are cost-prohibitive for them and their families may be eligible for pro bono services with BEHAVIORAL HEALTH AGENCY. Three appointment slots for pro bono clients will be allowed per week per full-time clinician load.

- Intake paperwork is completed and sent to intake at BEHAVIORAL HEALTH AGENCY.
- If client is uninsured, or has private insurance that requires payment, intake will contact parent to let them know that paperwork has been processed, and the expected amount of payment.
- If parent is unable to pay, intake will notify Regional Manager who will determine if client is approved for pro bono or partial payments.
- If approved, clinician and intake will be notified and will determine if there is room in the schedule for a pro bono client upon working with schedule and at the recommendation of school counselors/social worker.

All terms and provisions from the original MOU also apply to this addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to the original Memorandum of Understanding to be executed.



For:
Canyon
Ridge

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered between FAMILY HEALTH SERVICES ("Covered Entity") and TWIN FALLS SCHOOL DISTRICT #411 ("Business Associate").

Background

Pursuant to the parties' separate services agreement ("Services Agreement"), Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules"). This Agreement supplements the Services Agreement and is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they shall be amended. Business Associate understands and acknowledges that Business Associate is subject to the HIPAA Rules, and that the violation of the HIPAA Rules carry significant penalties as described in 45 CFR § 160.404.

Definitions

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2. **Specific Definitions.**
 - a. **Business Associate** shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Business Associate.
 - b. **Covered Entity** shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Covered Entity.
 - c. **Protected Health Information** shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.



Agreement

1. **Relationship of the Parties.** Business Associate is and at all times during this Agreement shall be acting as an independent contractor to Covered Entity, and not as Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.
2. **Business Associate Responsibilities.** Business Associate agrees to:
 - a. Fully comply with the HIPAA Rules as they apply to business associates.
 - b. Not use or disclose protected health information except as permitted by this Agreement or as otherwise required by law.
 - c. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic protected health information.
 - d. Immediately report to Covered Entity any use or disclosure of protected health information not permitted by this Agreement or the HIPAA Rules of which Business Associate becomes aware, including reporting breaches of unsecured protected health information as required by 45 CFR § 164.410, and reporting security incidents as required by 45 CFR § 164.314(a).
 - e. Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured protected health information or security incidents as required by the HIPAA Rules.
 - f. Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements set forth in this Agreement and the HIPAA Rules applicable to such subcontractors. Business Associate may fulfill this requirement by executing a written agreement with the subcontractor incorporating the terms of this Agreement and otherwise complying with the requirements in 45 CFR §§ 164.308(b) and 164.502(e).
 - g. Within ten (10) days following Covered Entity's request, make available to Covered Entity any protected health information in Business Associate's control as necessary to enable Covered Entity to satisfy its obligations to provide an individual with access to certain protected health information under 45 CFR § 164.524.



h. Within ten (10) days following Covered Entity's request, make available to Covered Entity any protected health information for amendment and incorporate any amendments to protected health information as necessary to enable Covered Entity to satisfy its obligations under 45 CFR § 164.526.

i. Maintain information concerning Business Associate's or subcontractors' disclosures of protected health information as required by 45 CFR § 164.528(a)-(b) and, within ten (10) days following Covered Entity's request, make such information available to Covered Entity as necessary to enable Covered Entity to render an accounting of disclosures pursuant to 45 CFR § 164.528. In addition to any other such information, Business Associate shall document the following as to any impermissible disclosure: (i) the date of the disclosure; (ii) the name and address of the person or entity to whom the disclosure was made; (iii) a brief description of the protected health information disclosed; and (iv) a brief statement of the purpose of the disclosure.

j. To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

k. Make Business Associate's internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

3. Uses and Disclosures by Business Associate.

3.1 Permissible Uses and Disclosures. Business Associate may use or disclose protected health information only as follows:

- a. As necessary to perform the services set forth in the Service Agreement.
- b. To de-identify protected health information in accordance with 45 CFR § 164.514(a)-(c).
- c. As required by law.

d. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for these purposes (i) are required by law, or (ii)(a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (ii)(b) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

e. To provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501 if expressly allowed by Covered Entity.



3.2 Impermissible Uses or Disclosures. Business Associate may not use or disclose protected health information in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity except for the specific uses and disclosures set forth in Sections 3.1(d)-(e), if applicable.

3.3 Minimum Necessary. Business Associate agrees to use, disclose, or request the minimum amount of protected health information necessary for a permitted purpose pursuant to this Section 3, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

4. Term and Termination. Unless otherwise agreed in writing by the parties, this Agreement shall be effective as of the date executed by the parties and shall continue until terminated as provided below.

4.1 Termination. This Agreement shall terminate on the date the Services Agreement is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

a. Covered Entity may terminate this Agreement without cause upon thirty (30) days prior written notice to Business Associate.

b. Covered Entity may terminate this Agreement upon ten (10) days prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the protected health information. Subject to Section 4.1(c), Business Associate shall have the opportunity to cure the breach or violation within the 10-day notice period. If Business Associate fails to cure the breach or violation within the 10-day notice period, Covered Entity may declare this Agreement terminated.

c. Notwithstanding Section 4.1(b), Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

4.2 Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, with respect to protected health information received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

a. If feasible, return all protected health information to Covered Entity or, if Covered Entity agrees, destroy such protected health information.

b. If the return or destruction of protected health information is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules.



4.3 Survival. Business Associate's obligations under Section 4 shall survive termination of this Agreement.

4.4 Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of protected health information is a material purpose of the Service Agreement and this Agreement is terminated for any reason.

5. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HIPAA Rules and any other applicable law.

7. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of the State in which Covered Entity maintains its principal place of business.

8. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section 2(f), above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

9. Cooperation. The parties agree to cooperate with each other's efforts to comply with the requirements of the HIPAA Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of protected health information in violation of the HIPAA Rules or this Agreement; and to assist the other party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.

10. Relation to Services Agreement. This Agreement supplements the Services Agreement. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement, this Agreement shall control.

11. No Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.



12. **Entire Agreement.** This Agreement contains the entire agreement between the parties as it relates to the use or disclosure of protected health information, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

13. **Insurance.** Unless waived in writing by Covered Entity, Business Associate shall obtain and maintain insurance or equivalent programs of self-insurance with appropriate limits sufficient to cover costs, losses and damages that may arise from Business Associate's breach of this Agreement or any unauthorized use or disclosure of protected health information by Business Associate. Upon Covered Entity's request, Business Associate shall provide proof of such insurance to Covered Entity.

14. **Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and Covered Entity's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees) that are caused by or result from Business Associate's breach of this Agreement or any acts or omissions of Business Associate or Business Associate's officers, members, employees, agents, or subcontractors arising out of the use and disclosure protected health information or violation of the HIPAA Rules.

FAMILY HEALTH SERVICES

Signature By: [Signature]
Print Name: Esmeralda Cruz
Print Title: HIPAA PRIVACY OFFICER
Date: 5.7.2020

BUSINESS ASSOCIATE

Signature By: [Signature]
Print Name: Brady D. Dickinson
Print Title: Superintendent
Date: 5/8/20

Company Name: Twins Falls School District
Address: 201 MAIN AVE W. TWINS FALLS, ID 83301
Phone Number: 208.733.6900

Memorandum of Understanding

Canyon Ridge High School,

Twin Falls School District #411

and Family Health Services

This Memorandum of Understanding is entered into on this day, July 31, 2020, by and between the following two entities:

1. Twin Falls School District, #411

201 Main Avenue West Twin Falls, ID 83301 Superintendent: Dr. Brady Dickinson Board Chair: Bryan Matsuoka

Family Health Services 826 Eastland Dr. Twin Falls, ID 83301 CEO: Aaron Houston BH Director: Tori Torgimson, LCSW

WHEREAS, SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY are in agreement about the need to increase access to behavioral health services for at-risk youth.

NOW, THEREFORE, SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY agree to the following:

This MOU is to serve as the operating agreement between both parties for the purpose of providing and coordinating behavioral health and prevention services to students.

BEHAVIORAL HEALTH AGENCY will follow all policy and regulatory requirements for SCHOOL DISTRICT in working with the school and with students. SCHOOL DISTRICT will provide written documentation of such requirements upon completion of this agreement.

BEHAVIORAL HEALTH AGENCY offers these services to students at schools selected by SCHOOL DISTRICT as a part of their community provider services.

INTENDED RESULTS

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT share a commitment to building a delivery system that increases youth access to behavioral health services and prevention collaboration and formal partnership. Intended outcomes of this partnership include:

1. Quicker and easier access for students identified for behavioral health counseling;
2. More efficient use of resources;
3. Stronger linkages to community partners;

GENERAL TERMS AND CONDITIONS

The purpose of this MOU is to formalize terms and conditions under which the parties shall work together to support the provision of behavioral health and prevention services responsive to the needs of youth and families within the SCHOOL DISTRICT. The MOU sets the framework for coordinated practices in the following areas:

Separate responsibilities of BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT;
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Integrated roles and responsibilities at schools served; Space and facilities; Management of life-threatening emergencies, including privacy considerations; and **Exchange and disclosure of student information, subject to constraints of privacy considerations and safeguards.**

RESPONSIBILITIES OF THE PARTIES

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT agree upon the following general framework for separate responsibilities and contributions to the partnership.

Responsibilities of BEHAVIORAL HEALTH AGENCY

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BEHAVIORAL HEALTH AGENCY agrees to:

1. Provide administrative oversight of their employees providing services at school locations, managing the scope of services and performance expectations as identified in the above goals.
2. Obtain written permission from parents prior to meeting with students, including a signed release of information between SCHOOL DISTRICT and BEHAVIORAL HEALTH AGENCY.

Communicate regularly with building level administration regarding scheduling and services being provided to students on SCHOOL DISTRICT campuses. 4. Provide the following scope of services: outpatient individual and family psychotherapy in addition to assessment and referral for additional services if necessary. Meet with SCHOOL DISTRICT Administration quarterly to evaluate services, MOU and to make adjustments based on needs and priorities. 6. Will retain, keep current and provide a copy of professional liability insurance in the amount of \$1,000,000. BEHAVIORAL HEALTH AGENCY will be responsible for working with parents/guardians of clients to determine insurance eligibility, bill all sessions to the appropriate insurance, collect payment, and in some cases, determine eligibility for a sliding scale program, which can reduce or eliminate payment on the part of the parent/guardian.

Responsibilities of SCHOOL DISTRICT SCHOOL DISTRICT agrees to: 1. Identify students for behavioral health services and refer to BEHAVIORAL HEALTH AGENCY for individual/family/group therapy as appropriate and with multiple options offered to families. Provide space and facilities support for mental health clinicians in agreed upon schools, during agreed upon times. 3. Meet with BEHAVIORAL HEALTH AGENCY Administration quarterly to evaluate services, MOU and to make adjustments based on needs and priorities. 4. Train BEHAVIORAL HEALTH AGENCY clinicians to be providing services within the school with appropriate site specific training regarding facilities, emergency procedures, and reporting structure.

OUTREACH, SCREENING AND REFERRAL

The process for outreach, screening, and referral will be outlined below:

1. Teacher identifies student who may be eligible for psychotherapy services, and contacts a SCHOOL DISTRICT School Counselor or Social Worker.

Social Worker or School Counselor meets with student, confirms need for services, fills out SCHOOL DISTRICT referral sheet, and makes attempts to obtain new client paperwork packet

from parent/guardian.

Once new client packet is received by BEHAVIORAL HEALTH Clinician, student will be placed on Clinician's schedule.

Student will first receive a Comprehensive Diagnostic Assessment, to confirm student's suitability for psychotherapy, to determine appropriate treatment goals, and to assess for any additional services student may benefit from.

a.

If it is determined that student could benefit from additional services, student parent/guardian will receive communication from BEHAVIORAL HEALTH AGENCY informing them.

b.

Parent/Guardian will then receive information about at least three (3) agencies in the area that can meet these needs.

5. Student receives psychotherapy for the prescribed period of time deemed necessary by the Clinician

6. Students can be discharged from care for the following reasons:

a. Student qualifies for discharge based on FHS No Show Policy.

i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker. Should the School Counselor be unavailable, and the need to discharge from care is emergent, the Principal or Assistant Principal at Canyon Ridge High School can be notified..

b. Student has met all treatment goals determined by Clinician and student at the beginning of treatment.

i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker. Should the School Counselor be unavailable, and the need to discharge from care is emergent, the Principal or Assistant Principal at Canyon Ridge High School can be notified.

c.

Student is unsuitable for treatment due to non-cooperation with Clinician and/or treatment.

i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker. Should the counselor be unavailable and the need to discharge from care is emergent, the Principal or Assistant Principal at Canyon Ridge High School can be notified.

d. Student presents as a danger to the safety of Clinician.

i. No student will be discharged for this reason without first collaborating with a School Counselor or Social Worker. Should the School Counselor be unavailable, and the need to discharge from care is emergent, the Principal or Assistant Principal at Canyon Ridge High School can be notified..

EXCHANGE OF STUDENT INFORMATION AND PRIVACY CONSIDERATIONS

Responsibilities of both parties

BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT will not use or disclose students' personal behavioral health information in a manner that would violate the requirements of the HIPAA privacy rule. Additionally, SCHOOL DISTRICT will not use or disclose students' personal and/or educational information in a manner that would violate the requirements of The Family Educational Rights and Privacy Act (FERPA).

The parties agree that personal behavioral health information in records maintained at school will not be

released to school personnel without required minor or parental consent.

EXECUTION OF MEMORANDUM OF UNDERSTANDING

The parties agree that:

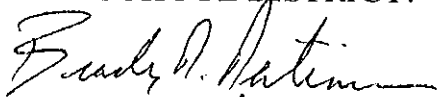
The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them. Neither party shall receive any compensation from the other party for services related to this agreement. This Agreement shall not be construed to be an exclusive Agreement between BEHAVIORAL HEALTH AGENCY and SCHOOL DISTRICT, nor shall it be deemed to be an Agreement requiring SCHOOL DISTRICT to refer students to Provider for health care services. Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind including costs and attorneys' fees which result from the duties and obligations of the indemnifying party and/or its officers, directors, shareholders, employees, agents, and representatives under this Agreement. This MOU is expressly subject to and shall not become effective or binding on any party hereto until it

has been fully executed by all parties. The MOU shall be binding on all parties, their successors and assigns. All parties shall review terms and conditions of the MOU during the spring quarter of each academic school year. Amendments to the MOU negotiated during the spring quarter affect terms, conditions and binding agreements for the following school year. The term of this MOU shall commence on July 31, 2020 and shall continue for a period of 12 month. Thereafter, this MOU shall continue unless otherwise terminated pursuant to this paragraph. Notwithstanding the above, this MOU may be terminated without cause by BEHAVIORAL HEALTH AGENCY or SCHOOL DISTRICT upon 30 calendar day's written notice.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed.

FOR SCHOOL DISTRICT:



Dr. Brady Dickinson, Superintendent

Date

FOR BEHAVIORAL HEALTH AGENCY:

S/2/2020

Aaron Houston, CEO

Date

Addendum #1 to Memorandum of Understanding (MOU) Between SCHOOL DISTRICT and BEHAVIORAL

HEALTH AGENCY 1. Student in Crisis Protocol

If a student is already a client with BEHAVIORAL HEALTH AGENCY, the school

counselor/social worker/administrator agrees to contact the BEHAVIORAL HEALTH AGENCY Clinician to let him/her know the student is in crisis. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student. The BEHAVIORAL HEALTH AGENCY clinician agrees to meet with the student and/or family at the soonest available appointment. If a student is not a current BEHAVIORAL HEALTH AGENCY client, and in a mental health crisis, a signed parental consent form is required before a referral can be made. The school counselor/social worker/administrator agrees to provide the immediate mental health supports necessary for the student. The school counselor/social worker/administrator can contact parents on an emergent basis and receive consent. The BEHAVIORAL HEALTH AGENCY clinician will meet with the student and/or family at the soonest available appointment. 2. Pro Bono Student Psychotherapy Process: SCHOOL DISTRICT Students without insurance or students with mental health benefits that are cost-prohibitive for them and their families may be eligible for pro bono services with BEHAVIORAL HEALTH AGENCY. Three appointment slots for pro bono clients will be allowed per week per full-time clinician load.

- Intake paperwork is completed and sent to intake at BEHAVIORAL HEALTH AGENCY.
- If client is uninsured, or has private insurance that requires payment intake will contact parent to let them know that paperwork has been processed, and the expected amount of payment. If parent is unable to pay, intake will notify Regional Manager who will determine if client is approved for pro bono or partial payments. If approved, clinician and intake will be notified and will determine if there is room in the schedule for a pro bono client upon working with schedule and at the recommendation of school counselors/social worker.

All terms and provisions from the original MOU also apply to this addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to the original Memorandum of Understanding to be executed.

Twin Falls School District #411
System of Care Protocol for Independent Contractors

I. Protocol for Independent Contractors:

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to *The Children's Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05.c & IDAPA 16.03.10.653.05.e).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. Independent Contractor means a person, group, agency, or organization that meets the following two conditions:
 - a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid or reimbursed for services provided to the student through the established billing policy
Examples of Private Services Providers may include Names, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.
2. Independent Contractor will do the following in Twin Falls School District #411:
 - a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the director
 - i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.

- ii. All educational decisions regarding educational services, methodology, materials, and personnel are the responsibility of the school district.
- c. Provide services in the schools to students under the terms of a contract with the school district. (See Independent Contractors Agreement)
 - i. Contracts are established when the school district is paying for the services and describes the services, the role and responsibilities of the Independent Contractor with the evaluation team or school administration, and the frequency and duration of services; includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment; and states the provisions for changes or termination of the contract. (Example: District contracts for physical therapy services)
 - ii. Contracted services to a student with a disability shall be included on the students IEP plan.
- d. Provide services to students on school grounds under the terms of Summary of Services with the school district. (See Summary of Services Form)
- e.
 - i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurance, and the provisions for space, time, equipment, and materials provided by the school district. *The school district may terminate the Summary of Services at any time.*
 - n. Services provided under a Summary of Services to a student with a disability shall be included on the student's IEP plan.
- 3. The district has no obligation to enter into a contract with an independent contractor or to allow an independent contractor access to school district property, space, materials, or equipment.
- 4. School district records are only accessible to Independent Contractor under contract with the school district and with written consent from the student's parent or guardian, or the adult student (18 years old or older).

Twin Falls School District # 411
Support Services

**INDEPENDENT CONTRACTOR CONTRACTUAL
AGREEMENT**

This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and Positive Connections, LLC (hereinafter referred to as "Contractor").

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 students' individualized education program (IEP) plan; and

Whereas, the Contractor 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 Contractual Agreement will commence on the 17 day of August, 2020, and remain in effect until the 23 day of August, 2021. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, Contractor 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 RENDER:

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

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide 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 Contractor's office.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to this Contractual 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). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

Contractor 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. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place 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 Contractor is invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:

District and Contractor shall at all times require the written consent or authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of 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 the state and federal law and regulations.

PROFESSIONAL SERVICES:

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual 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 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:

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. 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 under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

ASSIGNMENT:

This Contractual Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to 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.

AMENDMENT:

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

TERMINATION:

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

Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, 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.

DEFAULT:

Upon default by either party, the non-defaulting party may cancel this Contractual 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 Contractual 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 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:

• **SUMMARY OF SERVICES:**

Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality and certified CBRS and Behavioral Intervention (BI) workers to provide behavioral services requested by school district director. Assure that CBRS staff has the required training needed to keep and maintain licensure/certification.
- Provide CBRS staff for the district's elementary Day Treatment program (CBRS)
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contract will provide the district will assurance that all licensure and certification of CBRS staff is current.
- Must wear a picture identification and/or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to set schedule—arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services Director in writing of any incidents that involve Twin Falls students immediately
- Be corporative when resolving conflicts with school/district staff.
- Provide CBRS staff for all elementary schools in the Twin Falls School District and provide BI services for elementary school in the Twin Falls School District
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with a schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education
- Provide necessary training of CBRS/BI staff to assure continued licensure/certification
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation of that supervision to Twin Falls School District monthly or as requested.
- Contractor CBRS/BI staff will attend IEP meetings when invited by the district
- Contractor will provide psychological diagnostic evaluation as requested by the district.

School/District responsibilities include:

- Respect the rights of contractor.
- Provide information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, Contractor's needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be corporative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

The above items are not to be conscribed as all inclusive. Any concerns will be addressed according to the Dispute Resolution item in the Contractual Agreement.

GOVERNANCE:

This Contractual Agreement shall be governed by the laws of the State of Idaho. 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 this Contractual Agreement.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of this 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 rescission, 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 contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor's administrator

COMPENSATION/BILLING:

Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each month. Each monthly statement 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 professional services; and d) cost of services provided.

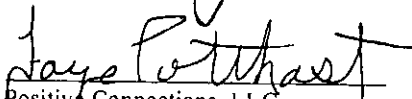
The district agrees to pay the Contractor at a rate of \$32.00 per hour for individual services and \$8.00 per hour for group services for the duration of the contract. The district will pay the contractor \$200 a month to complete paperwork. The District agrees to pay the contractor \$101 for each diagnostic assessment completed.

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 amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 19 day of May, 2020


Superintendent/Designee Signature
Twin Falls School District #411


Positive Connections, LLC

Service Provider Agreement

THIS AGREEMENT, entered into on this 22 day of May, between Nikki Stevens, Occupational Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2020-2021;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of this agreement will commence on the 1 of July, 2020 and remain in effect until the 1 day of July, 2021.

ARTICLE 2. RELATIONSHIP OF PARTIES

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

ARTICLE 3. CONFIDENTIALITY OF PARTIES

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code 16-1601, *et seq.* and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

ARTICLE 5. PROVIDER LICENCE

For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for occupational therapists. Provider will supply support services with a current copy of said license each year.

ARTICLE 6. 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's fees resulting from Provider's performance of the services provided under this agreement. Providers Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION

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. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. 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.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES

Provider agrees to provide services to Twin Falls School District students who qualify for occupational therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for occupational therapy. Provider will complete detailed student service reports, due to support services by the 5th of each month. Student progress reports will be completed and given to support services to be placed in student files each grading quarter. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

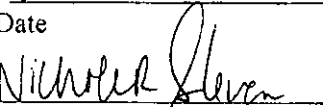
ARTICLE 10. DISTRICT OBLIGATION

Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at support services to complete district required student paperwork.

Contract Continued
Page 3


ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 70.00 per hour, payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

5-22-20
Date


Nichole Stevens, OTR/L

5-22-2020
Date


Michael Gemar
Support Services Director
Twin Falls District
301 Main Ave E
Twin Falls, ID 83301

Twin Falls School District # 411
System of Care Protocol for Independent Contractors

I. Protocol for Independent Contractors:

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to *The Children's Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05.c & IDAPA 16.03.10.653.05.e).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. Independent Contractor means a person, group, agency, or organization that meets the following two conditions:
 - a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid or reimbursed for services provided to the student through the established billing policy
Examples of Private Services Providers may include Nurses, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.
2. Independent Contractor will do the following in Twin Falls School District #411:
 - a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the director
 - i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.

- ii. All educational decisions regarding educational services, methodology, materials, and personnel are the responsibility of the school district.
- c. Provide services in the schools to students under the terms of a contract with the school district. (See Independent Contractors Agreement)
 - i. Contacts are established when the school district is paying for the services and describes the services, the role and responsibilities of the Independent Contractor with the evaluation team or school administration, and the frequency and duration of services; includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment; and states the provisions for changes or termination of the contract. (Example: District contracts for physical therapy services)
 - ii. Contracted services to a student with a disability shall be included on the student's IEP plan.
- d. Provide services to students on school grounds under the terms of Summary of Services with the school district. (See Summary of Services Form)
- e.
 - i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurance, and the provisions for space, time, equipment, and materials provided by the school district. *The school district may terminate the Summary of Services at any time.*
 - n. Services provided under a Summary of Services to a student with a disability shall be included on the student's IEP plan.
- 3. The district has no obligation to enter into a contract with an independent contractor or to allow an independent contractor access to school district property, space, materials, or equipment.
- 4. School district records are only accessible to Independent Contractor under contract with the school district and with written consent from the student's parent or guardian, or the adult student (18 years old or older).

Twin Falls School District # 411

Support Services

**INDEPENDENT CONTRACTOR CONTRACTAL
AGREEMENT**

This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and ProActive Advantage, LLC (hereinafter referred to as "Contractor").

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 students' individualized education program (IEP) plan; and

Whereas, the Contractor 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 Contractual Agreement will commence on the 17 day of August, 2020, and remain in effect until the 23 day of August, 2021. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, Contractor 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 RENDER:

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

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide 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 Contractor's office.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to this Contractual 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). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

Contractor 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. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place 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 Contractor is invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:

District and Contractor shall at all times require the written consent or authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of 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 the state and federal law and regulations.

PROFESSIONAL SERVICES:

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual 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 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:

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. 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 under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

ASSIGNMENT:

This Contractual Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to 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.

AMENDMENT:

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

TERMINATION:

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

Additionally, the District may immediately terminate this Contractual Agreement, upon written notice, 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.

DEFAULT:

Upon default by either party, the non-defaulting party may cancel this Contractual 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 Contractual 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 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 evidenced 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.

• SUMMARY OF SERVICES:

Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality CBRS/BI workers to provide behavioral services requested by school district. Assure that CBRS/BI staff has the required training needed to keep and maintain licensure/certification.
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contractor will provide the district with assurance that all licensure and certification of CBRS/BI staff is current.
- Must wear a picture identification and /or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to set schedule – arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services director in writing of any incidents that involve Twin Falls students immediately
- Be corporative when resolving conflicts with school/district staff.
- Provide CBRS staff to provide behavioral services in Day Treatment and STEP classrooms as well as all secondary schools
- Provide staff for Day Treatment Summer School
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with : schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation that supervision to Twin Falls School District monthly or as requested.
- Agency CBRS/BI staff will attend IEP meetings when invited by the district
- Contractor will provide psychological diagnostic evaluation as requested by the district.
- BI Paraprofessionals will comply with the district operational procedures and will fulfill services and responsibilities. BI Paraprofessionals must be supervised by a licensed BI Professional, Special Education Teacher, or the appropriate professional an are in compliance with the different therapy's licensing rules for qualifications, supervision and service requirements.

School/District responsibilities include:

- Respect the rights of contractor.
- Provided information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, Contractor's needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be corporative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

GOVERNANCE:

This Contractual Agreement shall be governed by the laws of the State of Idaho. 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 this Contractual Agreement.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of this 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 rescission, 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 contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor's administrator

COMPENSATION/BILLING:

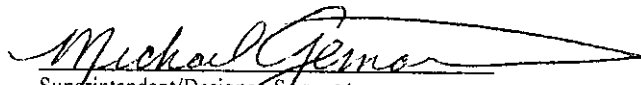
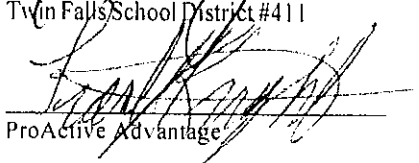
Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each month. Each monthly statement 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 professional services; and d) cost of services provided.

The district agrees to pay the Contractor at a rate of \$ 32.00 per hour for 96152-HN Behavioral Intervention BS or BA, 96152HO Professional services \$36.00 per hour, \$26.00 per hour for non-Medicaid billable services and \$8.00 per hour for group services for the duration of the contract. The district agrees to pay the contractor \$17.00 per hour for BI Paraprofessional services. The district will pay the contractor \$200.00 a month to complete paperwork. The District agrees to pay the contractor \$100.00 for each diagnostic assessment completed.

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 amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 22 day of May, 2020


Superintendent/Designee Signature
Twin Falls School District #411

ProActive Advantage