

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
08/16/2023 – 07/01/2024	Journeys DDA	Various – see contract for specific costs
2023-2024 School Year	Pro Active Behavioral Health	Various – see contract for specific costs

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.”*



Twin Falls School District Support Services

160 Gooding Street West-Twin Falls, Idaho 83301
208.733.8456 (Phone) 208.733.4861 (FAX) masonki@tfstd.org

INDEPENDENT CONTRACTOR CONTRACTOR AGREEMENT

This contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and Journeys DDA (hereinafter referred to as "Contractor").

Whereas, the District provides special educational and related services to assist students attending school in the Twin Falls school district in their educational development, as identified on the student's individualized education program (IEP) plan; and;

Whereas, the Contractor's employees are duly licensed or qualified and able to provide related services in the areas that follow: CBRS, Behavioral Intervention Professional, Behavioral Intervention Specialist, Behavioral Technician, Behavioral Paraprofessional to the Twin Falls School District students;

Whereas, all Contractor's employees complete the TFSD District Volunteer Application, are fingerprinted by the TFSD, pass the TFSD background check, and pass a drug test at the expense of the contracting agency or the contract employee;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on the ____16th____ day of, ____2023____ and remain in effect until the ____1____ day of, __July__, 2024_____. 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 the services under this Contractual Agreement, Contractor is and shall be at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED:

An Idaho certified BI who is employed by Journeys DDA will provide during the contract period Behavioral Intervention services. All services qualify for Medicaid reimbursements to Twin Falls School District #411, Service Detail Reports (SDRs) will be completed and submitted to the school bookkeeper or other designee by the contracted provider for or services rendered to Medicaid eligible students, so that Medicaid reimbursements for said services can be obtained by Twin Falls School District #411.

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 to the extent permitted by FERPA and HIPAA. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at the Contractor's office.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including but not limited, the student' 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 16-160 I, 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/guardians, 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/ authorization of the parent/guardian/or adult student, if age of 18 or older, for the disclosure of access to educational information pursuant to FERPA or protected Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain 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 of 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 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 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 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 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 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.

SUMMARY OF SERVICES:

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

Below is a list of items and services that will be offered as support to the School District for monthly consulting fees. The District must be able to grant system(s) access for all applicable programs. Below is a detailed list of consulting items that CMB Services will offer. CMB Services is not responsible for any claims/billings that are submitted to the fiscal agent. Support is as guided below. Additional items may be requested and agreed upon in writing from the Twin Falls School district and CMB services.

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:

- An Individual or agency with a concern will first use the agency's internal procedures by contacting the director of special services of the Twin Falls School District #411. If the resolution is not achieved at the previous level, the Issue and all relevant information will now be forwarded to the Superintendent of the Twin Falls School District #411.
- 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 of the Twin Falls School District #411 and the contractor's administrator to address these concerns.
- If these concerns are not resolved in the dialogue with the school administrator (Special Education Director and/or Superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

Compensation/BILLING:

Contractor will submit, by the 1st of each month, a statement of services rendered.

Generally, the district will issue checks by the 2nd Tuesday of each month, if statement and paperwork is completed and received no later than the 3rd of the month. If received after the 3rd of the month, invoice could be paid the following month.

The District shall compensate the Contractor monthly for the direct services identified, in the following amounts:

- CBRS: \$38 per hour
- Behavioral Intervention Professional: \$50 per hour
- Behavioral Intervention Specialist: \$39 per hour
- Behavioral Intervention Technician: \$32 per hour
- Behavioral Paraprofessional: \$20 per hour

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.

NOTICES:

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

Kindel Mason 8/16/23 Brian Staub 08/16/2023

Signature and Date

Signature and

Date

Kindel Mason
Director of Support Services
Twin Falls School District
160 Gooding St. W.
Twin Falls, Idaho 83301

Brian Staub Clinical Supervisor
Journeys DDA
808 Eastland
Twin Falls, Idaho 83328
brian.staub@journysdda.com



Twin Falls School District Support Services

160 Gooding Street West-Twin Falls, Idaho 83301
208.733.8456 (Phone) 208.733.4861 (FAX) masonki@tfsd.org

PROTOCOL FOR INDEPENDENT CONTRACTORS:

The purpose of the System of Care is to establish a procedural protocol to assist **Twin Falls School District** in collaborating for the delivery of related services provided by Independent Contractors in accordance with The Children's *Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA16.03.09.254, 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 plans 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 Certification of Liability Insurance
2. Proof of Worker's Compensation Coverage for Agency Personnel
3. Proof of Insurance which includes Twin Falls School
4. Confirmation that individuals working in schools have current Criminal Background Checks

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, HIPAA 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
- 2) Independent Contractor will do the following in the 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

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.

- li) 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
 - 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 the service, includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment and states the provisions for change or termination of the contract.
 - 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.
 - (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 insurances and the provisions for space, lime, equipment, and materials provided by the school district.
 - ii) The School District may terminate the Summary of Services at any time.

iii) 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 the 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).

This contractual Agreement Is entered into between the Twin Falls School District #411, herein referred to as the 'District and Pro Active Advantage, LLC, OBA: Pro Active Behavioral Health, herein referred to as 'Contractor'".

Whereas, the Contractor is a duly licensed provider In good standing, and is 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 August 8/7/2023, and remain in effect until August 1, 2024, unless otherwise amended by both parties. 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, the Contractor is, and shall be at all times, an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship. Services to be Rendered:

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

RECORD KEEPING:

The 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 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 the Contractor's Office.

CONFIDENTIALITY:

The Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). The 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:

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

Service Delivery: Time and Place

The 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
- 4) Assistance in facilitation communication between the Contractor and clients, parents/guardians and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by the 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

The 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 State and Federal law and regulation.

Professional Services

The services rendered pursuant to this contractual agreement will be provided by individuals who are duly licensed or certified to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. The 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:

The 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. The Contractor shall indemnify and hold harmless the District from any liability, including but not limited to, costs, expenses and attorney fees resulting from the Contractor's performance of the services provided under this contractual agreement. Proof of insurance shall be submitted to the District within (10) ten 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 hereof, 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 the contractor or the District to insist upon strict performance of any of the terms of this contractual agreement, or to exercise any option herein conferred in any or all instances shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is 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:

The Contractor will comply with the School District's Operational Procedures and will fulfill the following services and responsibilities.

- The Contractor must hire quality CBRS/intervention Specialists/Behavioral Paras to provide behavioral services requested by the school district. And, must assure that CBRS/IS/81 Para Staff have the required training needed to keep and maintain licensure/certification.
- The Contractor will complete background checks and check all Medicaid Exclusionary Usts for each contracted staff assigned to work In the School District.
- The Contractor will provide the District with assurances that all licensure and certification of contracted staff is current.
- Contracted staff must wear a picture identification and/or obtain a visitor's identification badge from the school at the time of each visit.
- Contracted staff must wear appropriate clothing that follows the same rules and regulations of District Staff, while in the school setting.
- Contracted staff adhere to a set schedule and arrive and leave on time.
- Contractor must notify the building case manager and Support Services if they will be absent with one day's notification if possible, or as soon as reasonably possible.
- Contracted Staff must adhere to the IEP/BIP written by the IEP Team
- The student must be picked up from and returned to an appropriate school staff person each visit, if applicable.
- Contracted Staff must remain in the assigned location, unless directed to other locations by the assigned Contracted LEAD, or the appropriately assigned School Staff.
- Contracted Staff should be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/ISIBI Para services provided.
- Contracted staff are to maintain strict FERPA HIPAA compliance, and not violate the right of privacy of any student by using any information randomly obtained by observing another service, are not to make direct contact With parents, are not to sell or contact parents to market services from your agency. All referrals to the private agencies are to be conducted through ethical service delivery channels as established by the school district and community based providers.

- All contracted staff must speak calmly and respectfully to students, even if their behavior has escalated.

- Contractors are to understand that the Special Education Teacher and/or the General Education Teacher is the instructional lead in the classroom. At no time should a contracted service provider assume that their judgment for instructional implementation or supervision of a student/class can supersede the teacher or the school staff member.

- Contractors are to 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.

- Contractors are to immediately notify the Support Services Director in writing of any incident that Involve Twin Falls Students

- Contractors are to be cooperative when resolving conflicts With school district staff

Contractors are to provide CBRS staff to provide services in Day Treatment and STEP Classrooms as well as all secondary and elementary schools as assigned.

- Contractors are to provide staff as needed for Day Treatment Summer School students.

- Contracted staff are to complete SDR's as required by the School District in the format agreed on between the Contractor and the District.

- SDR's are to 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. Check's will be mailed to contractors from the District Office.

- Contractors are to keep current on continuing education required of all staff.

- Contractors are to provide supervision for CBRS/IS/Paras according to Medicaid Regulations (Supervisory Protocols) and School District requirements. The Contractor is to provide documentation that supervision has occurred on a monthly basis or as requested by the Twin Falls School District.

- Contracted staff are to participate in IEP Meetings only when invited to do so by the District.

- Contractors must make sure that BI paraprofessionals are supervised

by a licensed Intervention Specialist, Intervention Professional, BI Professional, Special Education Teacher or Supervisory Professional licensed or certified in compliance with Idaho Medicaid Rules and Supervisory Protocols for the service being provided.

- This contract does not include provision of Psychological Assessments or Comprehensive Diagnostic Assessments. However, those services *may* be provided at the Request of the School District under a separate agreement.
- This summary of services does not include the 'teaching of academics' by contracted behavioral intervention staff, which is disallowed under Idaho Medicaid Rules
- This summary of services does not include provision of any activities from contracted staff that are associated with "personal care" of students as outlined in Medicaid Rules. This would include, but not limited to, activities such as toileting activities (to include diapering), feeding or monitoring of feeding apparatus or feeding tubes; or changing a student's clothing.

The School District responsibilities shall include.

- Respect the rights of the Contractor and contracted staff.
- Provide information regarding the procedures and schedule of the schools
- Provide information on emergency procedures
- When appropriate, invite service providers to specific student's IEP team meetings. Accommodate, within reason, the Contractor's need to fulfill the service review plan
- Provide a positive climate and building environment to facilitate mutual assistance
- Be cooperative when resolving conflicts between contractors and school staff.
- Work closely with the contractor for the success of TFSD students
- Invite contracted agencies 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. The Contractor shall, at all times, comply with and observe all Federal, State, and local laws, regulations and ordinances which are in effect and applicable during the period

of this contractual agreement.

ATTORNEY FEES:

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

DISPUTE RESOLUTION:

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

1. An individual or agency with a concern will first contact the 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 Contractors Administrator to address these concerns.
3. These concerns will be resolved in the dialogue with the school administrator (Special Education Director) and the contractor's administrator.

COMPENSATION/BILLING:

The Contractor will submit, by the first day of each month, a statement of services rendered for the 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 15th day of the month if statement and paperwork is completed and in the District's Office no later than the 5th day of the month. Each monthly statement must include the following information for each student receiving services:

1. Student's Name
2. Description of Services provided
3. Total number of hours spent in providing professional services
4. Cost of the Services provided

The District agrees to pay the Contractor at a rate of:

1. \$38.00 per hour for CBRS Services
2. \$20.00 per hour for BI Paraprofessionals
3. \$39.00 per hour for Intervention Specialists (Behavioral Interventionists)
4. \$50.00 per hour for Intervention Professionals (with a Master's Degree)
5. Behavioral Intervention Technician: \$32 per hour

Further, it is understood that the Contractor will be reimbursed for services, when requested to perform such services by authorized school personnel regardless of whether or not the service is reimbursable under Idaho Medicaid. This includes services for non-Medicaid eligible students that the Contractor may be asked to provide. Services for non-Medicaid Eligible students will be reimbursed at the same rate as Medicaid eligible students. Contractor will submit, by the 1st of each month, a statement of services rendered. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed no later than the 3rd of the month. If received after the 3rd of the month, invoices could be paid the following month.

COMPLETE STATEMENT 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 1 day of August, 2023 for the 2023-2024 Academic year.



Kindel Mason
Director of Support Services
160 Gooding St. West
Twin Falls, Idaho 83301

Date 8/7/23



Pro Active Representative
264 Main Ave E
Twin Falls, Idaho 83301

Date 8/7/23