

Jerome School District No.261
Special Services
SERVICE PROVIDER AGREEMENT

This Agreement is entered into between Jerome School District No. 261 (hereinafter referred to as "District") and **Progressive Behavior Systems** (hereinafter referred to as "Provider").

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) or 504 plan; and

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

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the 1st day of August, 2015, and remain in effect until the 1st day of August, 2016 or until student(s) exit district. This Agreement is contingent upon the availability of funds to the District. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

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

SERVICES TO BE RENDERED

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

RECORD KEEPING

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

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

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

SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in **Memorandum of Understanding**, 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 Provider is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Provider and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES

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

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

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

COMPENSATION/BILLING

The District shall compensate Provider for the direct services identified, on the attached Idaho School Based Medicaid Program Reimbursement Rate, in an amount not to exceed district's rate for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee.

Provider will submit, by the 5th of each month, a statement of services rendered each month including the completed district's Medicaid reporting forms (SDR). These completed forms must be accurate and ready to be submitted to the district's billing service. Generally, the district will issue checks the day following the School Board meeting held on the 4th Tuesday of each month if statement and paperwork is completed and in the District Office by the 5th of each month. However, due to Medicaid billing and reimbursement, the Provider will allow forty-five (45) days for payment from the date the invoice is submitted to the District. 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. Additional documentation may be required by the District and may be provided within ten (10) working days of the date the written request for the documentation is made.

The district agrees to pay the Provider at the rate of \$ see below per hour for time specified on the students IEP for the duration of the contract.

Individual Behavioral Intervention

Professional - \$32.00 per hour

Para Professional - \$14.00 per hour

PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards. Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code § 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

INSURANCE AND LIABILITY

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

ASSIGNMENT

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

AMENDMENT

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

TERMINATION

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

Additionally, the District may immediately terminate this Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services subject to this Agreement are modified or terminated for a student.

DEFAULT

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

TIME OF PERFORMANCE

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

NON-WAIVER BREACH

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

NON-DISCRIMINATION

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

GOVERNANCE

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

ATTORNEY FEES

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

COMPLETE STATEMENT OF TERMS

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 14 day of September, 2015.

[Signature]
Superintendent/Designee Signature
Jerome School District No. 261

[Signature]
Provider's Signature

PBS
Agency

Approval by Board of Trustees (if over \$25,000)

6 209 Shoup Ave W
Address

Twin Falls, ID
83301

DISPUTE RESOLUTION

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

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will be forwarded to the special education director of the Jerome School District #261 and private agency administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of Jerome School District #261.
4. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about an individual provider, their services, or quality of services to the special education director and agency administrator to address these concerns.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the agency administrator, the DHW regional licensing entity may be contacted to investigate the situation.

MEMORANDUM OF UNDERSTANDING

Between
Jerome School District #261
And
Progressive Behavior Systems

Effective dates: August 1, 2015 to August 1, 2016

District Contact Person: Kindel Mason
Phone Number: 324-3361 ext 1120
Agency Contact Person: Moriah Fowler
Phone Number: 208-733-3308

Progressive Behavior Systems will:

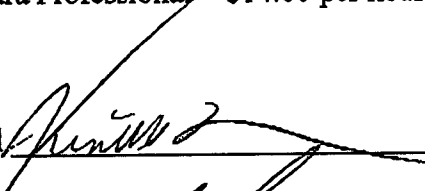
1. Maintain an agency Liability Insurance Policy.
(Provide copy yearly to School District)
2. Ensure all staff has Criminal Background checks and appropriate licensing for BI services. (provide copies to School District)
3. Participate in Child Study Team meetings where specific BI assignments will be made.
4. Provide, within the District's school buildings, adequate and reasonable Individual, Group, Collateral, and Assessment BI services as determined necessary by the IEP.
5. Submit to the District a monthly invoice for payment of services with necessary Professional Service Detail and Activity Records and daily notes of student progress.
6. Will reimburse the District for any Medicaid recoupment, including civil penalties where the provider did not provide all required Medicaid documentation.

Jerome School District will:

1. Hold the necessary Child Study Team meetings to write the IEP containing the necessary documentation, goals and objectives needed to provide BI services.
2. Meet regularly with Progressive Behavior Systems staff and administrator to assess progress, validity and continuation of specific BI services.
3. The Jerome School District, through its Board of Trustees, all arrange appropriate payment to Progressive Behavior Systems monthly, for all BI services rendered as follows:

Individual Professional = \$32.00 per hour
Individual Para Professional = \$14.00 per hour

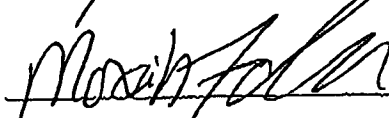
Signature of School Official



Date

9/14/15

Signature of Provider



Date

9/18/15