

Contractual Service Agreement

Between

Melba School District

And

RISE Early Intervention Services, LLC

The purpose of this Contractual Agreement is clearly state agreements entered into between Melba School District (hereinafter referred to as “District”) and RISE Early Intervention Services, 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)/Behavioral Implementation Plan (BIP), include Speech Language Pathology Services; and

WHEREAS, the Contractor is duly licensed or qualified and able to provide related services to the District’s students;

WHEREAS, the Contractor agrees to provide special education services in accordance with the following State and Federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:

- a. FAPE
- b. Least Restrictive Environment (LRE)
- c. Personnel that meet appropriate standards
- d. Individualized education program (IEP)
- e. Parent participation
- f. Procedural safeguards
- g. Protection in evaluation procedures
- h. Confidentiality of information
- i. Nondiscrimination on the basis of handicap

NOW, THEREFORE, the District and Contractor, in consideration of mutual covenants and principles of care, agree to the following:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on August 1, 2021 and remain in effect until June 30, 2022. This Contractual Agreement shall not exceed twelve (12) calendar months and will be reviewed and renewed annually.

SCOPE OF WORK

The work that could be performed by the Contractor includes all services generally performed by the Contractor on his and her usual line of work, including but not limited to the following:

- A. Provide speech language pathology services including evaluations, assessments, IEP development and planning, consultation, training of para-professional(s) and teacher(s), direct treatment, data collection, travel and record keeping for those students referred for screening by staff or parents through the IEP and RTI teams.
- B. Communication with staff, parents, and other professionals as appropriate regarding the status of students served. Written reports will be completed within one week following the evaluation.
- C. An accurate record of all student contact time will be recorded on Medicaid forms and observation forms, as appropriate. Completed reports will be submitted to the District on the 10th Day of each month.
- D. Ensure that services are safe and within the bounds of current research and accepted practice.
- E. Participate and be involved in the design of the Individual Education Program (IEP) of each student recommended for speech language pathology services.
- F. Participate as a child study team member.
- G. Participate in Response to Intervention (RTI) as team member as requested.
- H. Attend classroom conferences and review records to enhance effectiveness of students' instructional program.
- I. Attend parent conferences, as requested.
- J. Provide carryover materials and activities to parents and school personnel.
- K. Comply with all Federal, State and local regulations concerning IDEA and maintenance of confidentiality.
- L. Provide early childhood screenings and work cooperatively with the Infant Toddler Program as those students transition to the District.

Contractor's Responsibilities

- A. Provide the District, on a monthly basis, a billing statement outlining the services rendered and the amount due the Contractor
- B. Maintain a log which documents the date, the duration, the student and the type of service rendered. A copy of said log shall be turned in with the billing statement.
- C. Any therapist providing service will maintain current licensure and certification with the State of Idaho.
- D. Contractor to maintain current malpractice insurance policy.
- E. Comply with all applicable provisions of Federal and State law relating to the practice of speech language pathology .
- F. Comply with the District's policy and procedures regarding the delivery of services to students and disabilities.
- G. The speech language pathology providing contracted services will have a current Certificate of Clinical Competence (CCC) from the American Speech-Language

-Hearing Association (ASHA) or will be under the supervision of a current ASHA member having the CCC.

AGENCY'S STAFF

The District acknowledges that the Agency has expended and will expend significant effort, time and resources to recruit, hire or engage, and train its therapist. In consideration of the foregoing, the District agrees that it will not solicit employment or engagement as an independent contractor of any person employed by the Agency as a therapist and/or assistant at any time during the term of the Agreement.

COMPENSATION

The District shall compensate the Contractor for the direct services identified in this contract. Services will be compensated on a per unit (unit=15 minutes) basis per student and shall not exceed the minutes identified on the student's IEP services page and Statement of Service Delivery for the term of the Contractual Agreement.

If at any time during this contract period the state funding rate changes, the reimbursement rate will reflect such change. Should this occur, a consultation phone call or meeting will be held to confirm rate changes.

The District agrees to pay **sixty-five dollars (\$65.00) per hour or \$16.25 per unit (unit = 15 minutes)** for Speech Therapy including evaluation, follow-up sessions, IEP conferences, individual or small group sessions, class conferences, and parent conferences.

The hours worked by the SLP will coincide with the District's school calendar. **The SLP will work four to five (4 – 5) days per week not to exceed twenty-eight (28) hours per week.** The SLP may be allowed to add additional days or work beyond the maximum hours per week only on prior written approval by the District. This approval must be signed by both the Special Education Director and the District's Business Manager.

The District agrees to reimburse the Contractor for the cost of the school background checks after the employee has been with the Contractor for 60 days.

BILLING

The District shall be solely responsible for billing Medicaid for the services rendered by the Contractor.

Contractor will submit, by the 5th business day of each month or earlier if the 5th falls on a holiday or weekend, a statement of services rendered for the previous month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit for Medicaid reimbursement.

Each monthly statement must include the following information for each student receiving services: a) total hours daily b) description of services provided; c) total number of units spent in providing professional services; and d) cost of services provided.

The District will issue payment by the 20th of the month if statements and paperwork are completed and in the District Office by the 5th business day of each month. The Contractor will allow thirty (30) calendar days for payment from the date the invoice is submitted to the District.

The Contractor reserves the right to discontinue services if the District has an outstanding balance exceeding sixty (60) calendar days. The Contractor will provide notice to the District in writing thirty (30) calendar days prior to the discontinuation of services and the termination of the contract.

SERVICE DELIVERY, TIME AND PLACE

Contractor shall perform services set forth on the student's IEP Services page and student plan of care, unless the parties mutually agree to a modification of the time and place of service delivery.

SERVICES TO BE RENDERED

Contractor shall render the professional services enumerated on the IEP Services page and the student plan of care.

PROFESSIONAL SERVICES

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly qualified 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 students.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, Contractor is and shall at all times be an independent contractor of the District.

There is no employer/employee relationship between the parties and nothing herein shall be construed as establishing an employer/employee relationship.

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.

CONFIDENTIALITY

Both parties agree 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). 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.

STUDENT DATA PRIVACY AND SECURITY

Contractor & District acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. Contractor 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 and comply with all federal and state laws;
2. Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. Contractor agrees to indemnify and hold harmless the School District from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
6. Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy

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.

COORDINATION OF SERVICES

To facilitate delivery of services, the District will assure: 1) reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the student and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Contractor and students, parents/guardian, and other providers and agencies.

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) calendar days of the date of this Contractual Agreement by the Contractor.

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.

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 use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the District and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the District.
4. If a concern is identified that is related to the quality of service or health and safety issues, parties should refer concerns regarding services, or quality of services to the special education director and contractor's 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 contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

DEFINITIONS

1. **“Administrative Security”** consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.
2. **“Aggregate Data”** is collected or reported at a group, cohort or institutional level and does not contain PII.
3. **“Data Breach”** is the unauthorized acquisition of PII.
4. **“Logical Security”** consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.
5. **“Personally Identifiable Information (PII)”** includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place of birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.

6. **“Physical Security”** describes security measures designed to deny unauthorized access to facilities or equipment.
7. **“Student Data”** means data collected at the student level and included in a student’s educational records.
8. **“Unauthorized Data Disclosure”** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

COMPLETE STATE OF TERMS

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

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this _____ day of _____, _____.

Superintendent/designee
District

RISE Early Intervention Services, LLC
Contractor

Date

Date

District Business Manager

District Special Education Director

Date

Date