

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
North Idaho Children's Mental Health
1717 Ontario St. Sandpoint, ID 83864
Phone: (208) 265-6798, Fax: (208) 263-8160

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and North Idaho Children's Mental Health (herein after referred to as "Agency").

The District provides special education and related services for eligible students attending school in the District, as identified on the students Individualized Education Program (IEP) or other service plan. The Agency is duly licensed or qualified and able to provide the related services to the District's students as outlined on the IEP.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on the 1st day of July, 2021 and remain into effect until the 30th day of June 2022, unless terminated earlier. This Contractual Agreement is contingent upon the availability of funds of the District, the service needs of the District, and the ability of the District to provide its own services. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, the Agency 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

The provider shall render the professional services described on the Summary of Services, which will be developed for each student receiving services through this contractual agreement.

RECORD KEEPING

The Agency shall be responsible for submitting to the District the 120-day progress report summary, daily notes which document the professional services provided pursuant to this Contractual Agreement, background checks, and staff certification documentation. Agency 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 the Agency's office.

CONFIDENTIALITY

The 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 being provided, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). The Agency is prohibited from disclosing any information obtained as a result of providing services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian written consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

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

SERVICE DELIVERY: TIME AND PLACE

The Agency shall perform CBRS and HI services only at the school site and during normal school hours.

PRIOR APPROVAL OF SERVICES

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

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Agency shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years 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 regulation.

PROFESSIONAL SERVICES

The services provided pursuant to this Contractual Agreement will be provided by individuals who are duly licensed or otherwise qualified to perform the services or are supervised by a licensed provider in accordance with applicable professional standards. The Agency 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. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

The Agency shall be solely liable for any losses or damages resulting from the Agency's performance of any of the services covered by this Contractual Agreement. The Agency shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from the Agency'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 the Agency or by operation of law, so as to authorize any person other than the Agency, or the Agency'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 the Contractual Agreement shall be in writing.

DOCUMENTS TO BE PROVIDED

The following documents are to be provided to the District as a part of this Contractual Agreement:

- A) Certificate of Liability Insurance
- B) Proof of worker's compensation insurance
- C) Confirmation of criminal background checks for all employees working with District students, and
- D) CBRS and HI certificates for all employees providing CBRS and HI services to District students.

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four (24) hours 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.

COMPENSATION AND BILLING

The District agrees to pay the Agency at a rate of \$45 per hour for the duration of the contract.

The Agency will submit, at the end 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 for appropriate Medicaid billing. Payment to the Agency will be received within six (6) weeks of receipt of the bill. Each monthly statement must include the following information for each student receiving services:

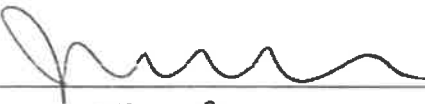
- A) Student's Name (Initials Only)
- B) Description of services provided

- C) Total number of units/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.

COMPLETE STATE OF TERMS

This Contractual Agreement constitutes the entire agreement between the District and Agency, and shall supersede all previous oral and 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.



~~Jennifer Cork~~, Jennifer Brummett

North Idaho Children's Mental Health

8/30/21


Date



Kim Shaner, Special Services Director, WBCSD

9/7/21

Date



Paul Anselmo, Superintendent, WBCSD

9-7-21

Date

AGREEMENT FOR SERVICES BETWEEN
West Bonner County School District #83
Special Services
And
Sandpoint Psychotherapy
506 N. 4th Avenue
Sandpoint, ID 83864
Phone: (208) 597-1993, Fax: (208) 265-2301

This agreement is entered into between West Bonner County School District #83 (herein after referred to as "District") and Sandpoint Psychotherapy (herein after referred to as "Agency").

The District provides special education and related services for eligible students attending school in the District, as identified on the students' Individualized Education Program (IEP) or other service plan. The Agency is duly licensed or qualified and able to provide the related services to the District's students as outlined on the IEP.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

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RELATIONSHIP OF PARTIES

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SERVICES TO BE RENDERED

The provider shall render the professional services described on the Summary of Services, which will be developed for each student receiving services through this contractual agreement.

RECORD KEEPING

The Agency shall be responsible for maintaining complete and accurate records, as required by Medicaid, CBRS and HI program rules, 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 the Agency's office.

CONFIDENTIALITY

The 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 being provided, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). The Agency is prohibited from disclosing any information obtained as a result of providing services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian written consent or consent of the student if 18 years of age or older.

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SERVICE DELIVERY: TIME AND PLACE

The Agency shall perform CBRS and HI services only at the school site and during normal school hours.

PRIOR APPROVAL OF SERVICES

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

AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Agency shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years 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 regulation.

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services being provided to the students. The Agency shall expect reimbursement only for services rendered which are compliant with all Medicaid regulations and which are 100% Medicaid reimbursable.

INSURANCE AND LIABILITY

The Agency shall be solely liable for any losses or damages resulting from the Agency's performance of any of the services covered by this Contractual Agreement. The Agency shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from the Agency'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 the Agency or by operation of law, so as to authorize any person other than the Agency, or the Agency's employees, to assume the duties subject to this Contractual Agreement without the District's prior written consent.

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- a) Certificate of liability insurance
- b) Proof of worker's compensation insurance
- c) Confirmation of criminal background checks for all employees working with district students, and
- d) CBRS and HI certificates for all employees providing CBRS and HI services to district students.

TERMINATION

This Contractual Agreement may be terminated without cause by either party within twenty-four hours 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.

COMPENSATION AND BILLING

The District agrees to pay the Agency at a rate of \$31.00 per hour for the duration of the contract.

The Agency will submit, at the end 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 for appropriate Medicaid billing. Payment to the Agency will be received within six

(6) weeks of receipt of the bill. Each monthly statement must include the following information for each student receiving services:

- a) Student's name (initials only)
- b) Description of services provided
- c) Total number of units/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.

COMPLETE STATE OF TERMS

This Contractual Agreement constitutes the entire agreement between the District and Agency, 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.



Sandpoint Psychotherapy, Program Manager

8/30/2021

Date



Kim Shaner, Special Services Director, WBCSD

9/7/21

Date



Paul Anselmo, Superintendent, WBCSD

9-7-21

Date