

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, 2022 and remain into effect until the 30th day of June 2023, 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.

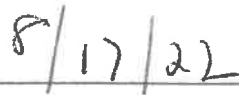
COMPLETE STATE OF TERMS

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.



Jenny Brotherton-Manna,

North Idaho Children's Mental Health



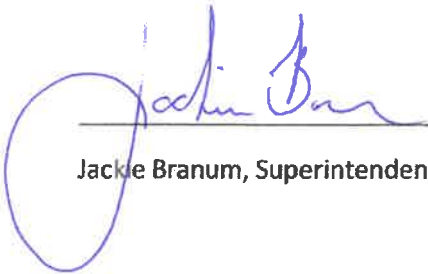
Date



Kim Shaner, Special Services Director, WBCSD



Date



Jackie Branum, Superintendent, WBCSD



Date

SERVICE PROVIDER AGREEMENT

This Agreement is entered into between the West Bonner County School District (hereinafter "WBCS") and **CRT Children Services** (hereinafter "Provider").

Whereas, WBCS provides special education and related services to assist students attending school at WBCS 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 WBCS's students;

Now therefore, it is hereby agreed to by both parties as follows:

1. TERMS OF AGREEMENT

This Agreement will commence on the **1st day of July, 2022** and will remain in effect until the **30th day of June, 2023**. In no Instance shall this Agreement exceed twelve (12) calendar months. At the discretion of WBCS, this Agreement may be renewed annually.

The existence and continuation of this Agreement is contingent upon the availability of funds to WBCS as well as the continued enrollment of the students who are provided services pursuant to this Agreement. Should either or both of the above contingencies occur (i.e. no funding and/or no student with whom to provide services) this Agreement shall immediately terminate.

2. BACKGROUND CHECK

As the Provider is an individual who has contact with the school's students, the Provider shall undergo a criminal history check pursuant to section 33-130 and 33-512, Idaho Code.

The Provider shall complete and submit the fingerprint card within five (5) days of execution of this Agreement.

The cost of this background check shall be borne by the Provider.

If the background check shown that the individual has been convicted of a felony crime enumerated in Section 33-1208.1 f, g, and K, and 33-1208.2, Idaho Code, it shall be grounds for the immediate termination of this Agreement. Any other criminal conviction of a crime enumerated in Section 33-1208 shall be individually considered as

to whether or not the Board believes that such shall result in the immediate termination of this Agreement.

A provider who has undergone a prior criminal history check at the request of this school or any other Idaho Public School District in which the Provider has provided services, within the previous five (5) years, shall not be required to undergo a new criminal history check so long as WBCS is able to obtain the results of the prior criminal history check.

3. RELATIONSHIP OF THE PARTIES

In performing services under this Agreement, Provider shall at all times, be an Independent Contractor.

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

4. SERVICES TO BE RENDERED

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

5. RECORD KEEPING

Provider shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement.

At minimum, records and billing statements shall meet the requirements mandated by Medicaid.

The Provider shall submit copies of these records to WBCS within ten (10) working days of the date requested.

Upon reasonable notice to the Provider, WBCS shall have the right to review such records at any time during business hours, at the Provider's location of business.

6. 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 the services rendered, shall be confidential.

Except as otherwise detailed in this Agreement, Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by WBCS, without parental consent.

A. AUTHORIZATION FOR EXCHANGE OF INFORMATION

WBCS, the Provider and the parents of the students' for whom services are provided pursuant to this Agreement shall enter into appropriate documentation allowing for the exchange of information between WBCS and the Provider for the purpose of advancing services provided and for educational purposes.

7. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Section 16-1061 et. Seq., Idaho Code and upon reason to believe that a child has been abused, abandoned or neglected or upon observation of the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment or neglect, report, within twenty-four (24) hours such conditions or circumstances to the proper law enforcement agency or the department of Health and Welfare. Subsequent to any such reporting, Provider agrees to notify WBCS of the occurrence of the reporting, within twenty-four (24) hours of such event.

8. SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in **Exhibit A** at ***agreed upon location and at an agreed upon date/time as per the IEP provision***, during the WBCS school year and addressing the SCY as agreed upon by the IEP Team, unless the parties have mutually agreed to, ***in writing***, a modification of the time and place of delivery of service. Should a Provider fail to provide services and/or a client/student fail to arrive for the provision of services for three (3) consecutive sessions and/or demonstrated or displayed a pattern of missed sessions, Provider shall immediately notify WBCS of this deficiency and shall work with WBCS to correct the deficiency and assure that the student obtains all services to which the student is entitled.

9. COORDINATION OF SERVICES

To facilitate delivery of services, WBCS 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/student and the parent/guardian;
4. Reasonable assistance in facilitating communication between the Provider and client/student/Parent/guardian, and other providers and agencies.

10. PRE-AUTHORIZATION OF SERVICES

All services rendered by Provider under the terms of this Agreement shall be pre-authorized by WBCS, provided for by the students' IEP, and in accordance with federal and state laws and regulations, local policies and procedures and professional codes of conduct.

11. COMPENSATION AND BILLING

IDVA shall compensate Provider for the direct services identified in **Exhibit A**. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by WBCS's designee.

Provider will submit a monthly statement of services rendered and will allow four (4) weeks for payment from the date the invoice is submitted to WBCS through the RSM. If requested by WBCS, each itemized monthly statement must include the following information for each student receiving services:

1. Student's name
2. Description of services provided for each student
3. Total number of hours spent providing direct services for each student
4. Costs of services provided for each student

Additional documentation may be required by WBCS and shall be sent by the Provider within ten (10) working days of the date the written request for documentation was made.

All invoices should be submitted to the school within 6 months of the service date or within 2 months of the end of the fiscal year otherwise they may not be paid by WBCS.

12. PROFESSIONAL SERVICE

The services rendered pursuant to this Agreement will be provided by individuals who are licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards.

- A. The individuals providing services pursuant to this Agreement shall maintain appropriate licensure/certification or other such status which entitles a provider to provide services that are the subject of this Agreement. Should the Provider have any negative action taken against such license, certification or other such authorizing status, including but not necessarily limited to suspension or revocation, such negative action must immediately be

reported to WBCS. Negative action taken against the Provider's license, certification or other such authorizing status shall serve as grounds for immediate termination of the Agreement.

WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any time period for which the Provider was legally prohibited from practice, whether by suspended or revoked certification license or for any other lawful reason. Further, WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any services provided by Provider which are not specified by the IEA and/or any other service not pre-approved by WBCS delegate.

- B. REQUIRED FOR ALL PROVIDERS PROVIDING MEDICAID BILLABLE SCHOOL BASED SERVICES – Provider must have and maintain eligibility as a Medicaid Provider (eligible to provide and receive payment for services from Medicaid) throughout the term of this Agreement. Provider must document proof of Medicaid Provider Eligibility to WBCS through written documentation, including but not necessarily limited to the Provider's approved Medicaid Billing Number (this number will in no manner be utilized by WBCS for the billing of service but only for verification of provider status). Should the Provider have any negative action taken against their Medicaid Provider Status, including but not necessarily limited to suspension or revocation, such negative action must immediately be reported to WBCS. Negative action taken against the Provider's Medicaid Provider Eligibility status shall serve as grounds for immediate termination of this Agreement.**

WBCS shall have the right to seek return, and take legal action to obtain return, of any and all fees charged and paid to Provider by WBCS for any time period for which the Provider was not able to lawfully provide services for which Medicaid reimbursement could be obtained.

Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards and consistent with the requirements of the student's IEP. Upon reasonable notice, WBCS shall have the right to observe services being provided to the clients/students.

13. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered under this Agreement and/or provided pursuant to this Agreement as well as any failure on the part of the Provider to provide the services which are covered under this Agreement.

Provider shall indemnify and hold harmless WBCS, its agents, insurers and representatives, from any liability, including but not limited to, costs, expenses and attorney fees resulting from the Provider's performance of services under this Agreement.

A. WORKMAN'S COMPENSATION

Provider is not covered or encompassed under any workman's compensation insurance held by WBCS and Provider shall be solely responsible for having and maintaining appropriate workman's compensation insurance.

B. PROVISION OF PROOF OF INSURANCE

Proof of all applicable Insurance shall be submitted to WBCS within ten (10) days of the date of this Agreement.

14. PROVISION OF DOCUMENTATION TO IDVA

Pursuant to the terms of this Agreement, Provider must provide to WBCS a copy of the Documentation for which there is a checkmark next to the "YES". Such provision must be made within a period of five (5) days after entry into this Agreement, unless otherwise specifically extended, in writing, by the WBCS designee, with such written extension identifying a specific day for the documentation provision.

- | | | | |
|--|------------------|----------------|------------------|
| 1. Pupil Personnel Certificate | <u> </u> Yes | <u> </u> No | <u> X </u> N/A |
| 2. State Licensure/Certificate | <u> X </u> Yes | <u> </u> No | |
| 3. Proof of Liability Insurance | <u> X </u> Yes | <u> </u> No | |
| 4. Proof of Work Comp Ins. | <u> X </u> Yes | <u> </u> No | |
| 5. Proof of Medicaid Eligibility | <u> X </u> Yes | <u> </u> No | <u> </u> N/A |
| 6. Background Check | <u> X </u> Yes | <u> </u> No | |
| 7. Other (as specifically identified below): | | | |

Licensure that adheres to Idaho state requirements for behavioral services.

Failure of Provider to provide the above-required documentation in the established time limitation shall serve as grounds for immediate termination of the Agreement by WBCS.

15. 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 WBCS's prior written consent.

16. 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 must be in writing and signed by both parties to this Agreement.

17. 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.

18. TIME OF PERFORMANCE

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

19. NON-DISCRIMINATION

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

20. GOVERNANCE

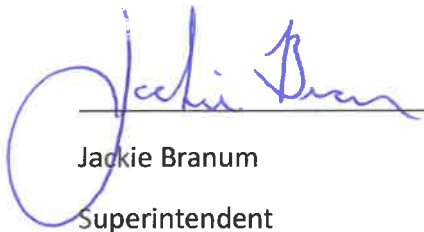
This Agreement shall be governed by the laws of the state of Idaho. Provider shall, at all times, comply with and observe all federal, state and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement.

The Provider shall cooperate fully in any investigation or audit associated with regard to the services provided pursuant to this Agreement, including but not limited to any State Department of Education Special Education Audit or Medicaid Audit.

21. COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral and 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 both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31 day of August, 2022.



Jackie Branum
Superintendent

On behalf of West Bonner County School District

8-31-22

Date



Marcy Johnson
CRT Children Services LLC
CRT Administrator

8.31.22

Date



Kim Shaner
WBCSD #83 Special Services Director

8/31/22

Date

EXHIBIT A

This contract constitutes an agreement made between West Bonner County School District and the Provider shown below, for the purposes of providing one or more of the following services.

 X BI

Provider:

CRT Children's Services LLC

Marcy Johnson CRT Administrator

Mailing Address – P.O. Box #9484, Moscow, ID 83843

marcy.johnson@crtchildrenservices.org

Physical Address – 111 N. Washington St. Suite #12, Moscow, ID 83843

Phone – (206) 355-7304

Provider:

- \$27/hour for BI services, direct Medicaid reimbursable service time – (credentials of Community-Based Support Specialist)
- \$45/hour for BI services, direct Medicaid reimbursable service time - (low rate – holds a Bachelor's degree in particular fields with less than 1,000 hours of working experience) [Habilitative Skill Technician]
- \$49/hour for BI services, direct Medicaid reimbursable service time – (middle rate – holds a Bachelor's degree in particular fields with more than 1,000 hours of working experience) [Behavioral Intervention Specialist]
- \$67/hour for BI services, direct Medicaid reimbursable service time – (high rate – holds a Master's degree in particular fields with more than 1,000 hours of working experience) [Behavioral Intervention Professional]