



Gooding School District #231
System of Care Protocol for Independent Contractors
2024-2025 School Year

I. Protocol for Independent Contractors

The purpose of the System of Care is to establish a procedural protocol to assist Gooding School District #231 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 (IDAPA 16.03.09.254, IDAPA 16.03.10.124.05. (c) & IDAPA 16.03.10.653.05. (e).

The primary objective is to assist Gooding School District #231 and independent contractors in implementing related service plans delivered to eligible students with an Individual Education 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 Certificate of Liability
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of Insurance which includes Gooding School District within the coverage.
4. Confirmation that individuals working in schools have a current criminal history background check.
5. Provide the school district with copies of credentials for agency personnel as required by Medicaid.

The school will be the lead agency for any student enrolled while the student is in school. Before the independent contractor may work with a student, a contractual agreement must be completed with the Special Ed. Director. Gooding School District requests that the independent contractors implement the IEP/BIP Plan as written by the IEP Team.

Gooding School District must follow the privacy provisions set forth by FERPA, HIPAA and Idaho Special Education Manual for Special Education Students.

II. Summary of Services

The contractor will comply with the District/School Operational Procedures and will fulfill the following services and responsibilities:



- The contractor must hire quality CBRIS/Intervention Specialists/Behavioral Paraprofessionals to provide behavioral services requested by the school district, and must ensure that CBRIS/IS/BI PARA Staff have the required training needed to keep and maintain licensure/certification.
- The contractor will complete background checks and check all Medicaid Exclusionary Lists 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 must adhere to set schedules and arrive and leave on time.
- The contractor must notify the contracted LEAD 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 their 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 CBRIS/IS/BI 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 a student's parent; 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 as 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 judgement for



instructional implementation or supervision of a student/class can supersede the teacher or the school staff member.

- Contractors are to notify the student's school district Case Manager of any staffing changes within the agency that relates to the services indicated in this agreement.
- Contractors are to immediately, verbally notify the student's case manager of any incident that involves Gooding students. A statement in writing may be required from the contractor.
- Contractors are to be cooperative when resolving conflicts with school district staff.
- 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 weekly with the supervision document. 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. Checks 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/BI PARA'S 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 Gooding 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 the 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 a contracted behavioral intervention staff, which is disallowed under 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. Contracted staff may be utilized as secondary staff required by Gooding School District policies during events where personal care is conducted to ensure student safety or to address behavioral issues. However, contracted staff shall not actually provide personal care services.

III. Overview for Independent Contractors working with Students

- 1) Independent Contractor means a person, group, or organization that meets the following conditions:
 - a. Is not an employee of Gooding school District #231 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) The Independent Contractor will do the following in the Gooding School District #231:
 - a. Submit behavior notes, data reports, or observations (when requested) to the school’s administrative assistant for the IEP teams for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the Director (when needed).
 - i. 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.
 - ii. 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. Contracts 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. Services to a student with a disability shall be included on the student's 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, time, equipment, and materials provided by the school district.



**Gooding School District #231 – Support Services
Independent Contractor Contractual Agreement for 2024-2025 Academic Year**

This contractual Agreement is entered into between the Gooding School District #231, herein referred to as “The District” and Pro Active Advantage, LLC (DBA: 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 1st day of August 2024 and remain in effect for one (1) calendar year, 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 shall 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-employer relationship.

Services to be Rendered:

The provider shall render the professional services enumerated in 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 (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 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 hour of such suspicion.

Service Delivery: Time and Place

The contractor shall perform services set forth in the Summary of Services unless the parties mutually agree to a modification of the time and place of service delivery.

Coordination of Service:

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 student.
- 4) Assistance in facilitation of communication between the contractor and students, 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 shall 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.

Insurance and Liability

The contractor shall be solely liable for any losses or damage resulting from the 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 the contractor or by operation of law, so as to authorize any person other than the contractor or the contractor's employees, to assume the duties subject to this contractual agreement without the district's written consent.



Amendment

This contractual agreement may be amended at any time with the prior 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 the 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 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 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.



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 provider to specific student's IEP team meetings. Accommodate, within reason, the contractors need to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual business.
- Be cooperative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of Gooding students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP Plan.

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 the 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 contractor's 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 Monday of each week, a statement of services rendered each week 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 2nd Tuesday of the month if statement and paperwork is completed and in the district's office by the 1st of each month. Each weekly 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 the rate of:

- | | |
|---|--------------|
| 1. CBRS | \$38.00/Hour |
| 2. BI Paraprofessionals | \$20.00/Hour |
| 3. Intervention Specialists (Bachelor's level BI) | \$38.00/Hour |
| 4. Intervention Professional (Master's Level BI) | \$48.00/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 the at the same rate as a Medicaid eligible student.

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 representative of the parties.



Signature Page
For
Independent Contractor Contractual Agreement for 2024-2025 Academic Year

IN WITNESS WHEREOF, the parties have executed this contractual agreement on this 1st Day of July, 2024 for the 2024-2025 Academic Year.



Signature of Superintendent or Authorized Designee

Angela Miller-Special education Director

Printed Name of Authorized School Representative



Signature of Authorized Designee for Pro Active Advantage, LLC

Frank J. Knight

Printed Name of Authorized Designee for Pro Active Advantage, LLC

SERVICE PROVIDER AGREEMENT

This Agreement is entered between Gooding School District and PROGRESSIVE BEHAVIOR SYSTEMS.

TERMS OF AGREEMENT

The period of this Agreement will commence on September 2024 and remain in effect until June 2025.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Progressive Behavior Systems is and shall always be an independent contractor of Gooding School District. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED

Provider shall render the direct services of one or more of the following services by individuals who are duly licensed:

- Behavioral Intervention (BI); CBRS Services
- Behavioral Intervention Paraprofessional (BI Para)

RECORD KEEPING

Progressive Behavior Systems shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to Gooding School District within 10 working days of the date requested.

CONFIDENTIALITY

Progressive Behavior Systems agrees that all information regarding services provided in this Agreement shall be confidential including but not limited to student identification and nature of services provided to the student and will not disclose any information obtained from services without the written consent of participant or the parent/legal guardians.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Progressive Behavior Systems is obligated to report within 24 hours any suspected abuse, abandonment, or neglect of a child to a law enforcement agency or the Idaho Department of Health and Welfare.

SERVICE DELIVERY: TIME AND PLACE

Progressive Behavior Systems shall perform services In Agreement at Gooding School District or other agreed location each scheduled day of services during the school year. School will notify Progressive Behavior Systems of absences or of cancelled school days.

COORDINATION OF SERVICES

To facilitate delivery of services, Gooding School District will provide:

1. Reasonable and prompt notification of meetings and other appointments in which Progressive Behavior Systems is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and the parent/guardian.
4. Reasonable assistance in facilitating communication between Progressive Behavior Systems, the student, parents/guardians, and other providers.

PREAUTHORIZATIONS OF SERVICES

All services that require preauthorization from a reimbursor is the responsibility of Gooding School District.

COMPENSATION/BILLING

Gooding School District shall compensate Progressive Behavior Systems for the services in this Agreement at the following rates:

Service	Rate
Behavioral Intervention (BI-professional)	\$14.00 per billable unit (15 minutes)
Behavioral Intervention (BI-Specialist)	\$12.30 per billable unit (15 minutes)
Paraprofessional (PARA)	\$7.50 per billable unit (15 minutes)

Progressive Behavior Systems will submit a monthly statement of services rendered each month to Gooding School District payable within 30 days of the statement date.

TERMINATION

This agreement may be terminated without cause by either party after providing a 30 day notice of the intent to terminate to the other party.

DEFAULT

Upon default by either party, the nondefault party may cancel this Agreement immediately, upon notice. The defaulting party shall be liable for any and all expenses that are incurred by the no defaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

AMENDMENT

Any and all amendment to this Agreement must be made in writing with the consent of both parties.

NON-DISCRIMINATION

Progressive Behavior Systems and Gooding School District agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

INSURANCE AND LIABILITY

Progressive Behavior Systems will be liable for losses or damages during the performance of services provided in this agreement. Proof of insurance will be provided upon request.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Progressive Behavior Systems will comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the term of this Agreement.

NON-WAIVER BREACH

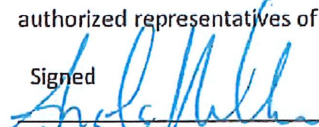
Failure of either party to perform any terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed be both parties in writing.

ASSIGNMENT

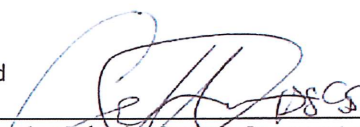
This Agreement shall not be subject to assignment in whole or part to any other parties than Progressive Behavior Systems and its employees except by written agreement by the parties.

COMPLETE STATEMENT OF TERMS

This Agreement represents an entire agreement between the parties 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 agreement in writing by authorized representatives of the parties.

Signed  Dated 8.28.24

Gooding School District Representative
Special Education Director

Signed  Dated 8/28/24

Progressive Behavior Systems Representative



**GOODING SCHOOL DISTRICT
Service Provider Agreement
For Special Education Related Services**

Behavioral Intervention Services

School Contact Person: **Angela Miller, Special Education Director
David Carson, Superintendent**

Service Provider: **Primary Therapy Source, LLC
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com**

Intervention Specialists: **Kristian Escamilla IS; Vanessa Estrada IS; Brakeal Edwards IS**

Registered Behavioral Technicians: **Kelsi Jo Heath RBT; Macy Parks RBT;**

Proof of Liability Insurance: **Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932**

THIS AGREEMENT, entered into this date, August 26, 2024, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and GOODING SCHOOL DISTRICT.

The Service Provider desires to provide and GOODING SCHOOL DISTRICT desires to purchase behavioral intervention services for special education students.

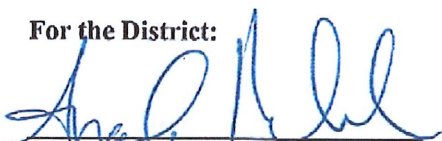
Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on August 26, 2024 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **Service Provider Responsibilities:** Provide Behavioral Intervention services for students in the Gooding School District as a result of referrals from the district, which occur during

school hours. The Service Provider shall provide behavioral interventions in accordance with the students IEP accommodations. Therapists will also be responsible for providing the required documentation of services for Medicaid billing compliance according to the state law and school regulations.

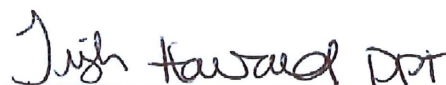
3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, allow for service providers supervisor to come into the education space to conduct state required supervisions. Special Education Personnel will help arrange for space, any necessary forms, and keep patient information in Special Education Student files.
4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of \$32.00 per hour for RBT's and \$36.00 for Intervention Specialists and \$0.68 per mile round-trip travel between Twin Falls and the Gooding schools. Time traveled among schools in the school district is also billed at the contract rate. A monthly billing will be submitted to Gooding School District stating the dates of service and students served.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.
6. **Non-Solicitation:** Gooding School District agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.
7. **Lost Wages:** Gooding School District will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Gooding School District will agree to pay the set amount of mileage at \$0.67 and ½ the hourly billing rate of \$16/18hour for hours that therapist would have been at school.

For the District:


Signature

Director of Special Ed. 8/26/24
Title or Position Date

Service Provider:


Primary Therapy Source, LLC
Signature: Jan Yingst, MPT, PCS
Or Trish Howard, DPT, GTS, CCVT
TITLE Physical Therapist/ LLC Managing Member

(0-owner 8/26/24
Title or Position Date



Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

CONTRACTUAL AGREEMENT

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, **Gooding School District #231**, located in Gooding County, hereinafter referred to as the "District" and **Sawyer School Psychology LLC**, hereinafter referred to as the "Contractor," agree to the following for the **2024-2025** school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services as defined in IDAPA 16.03.08.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide psychology services to the District's students as required by 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.954;

It is hereby agreed that **Sawyer School Psychology LLC** shall:

- I. Agree to provide psychological services (referral process participation—RTI, MDT, etc.—assessments and diagnostics, reports, and eligibility determination participation) on the basis of psychologist availability to the District for one day per week on site (eight hour day) with one day provided remotely or in person as requested by the district. Meetings may be attended via phone or virtually unless otherwise requested by the district.
- II. Additional related responsibilities to be provided by the Contractor include:
 - Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment.

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.



Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

- a. Subject to a criminal background check, which is necessary for all employees and contractors working in public schools
- b. Sign in and out of the school each visit
- c. Adhere to District's schedules, policies, and administrative requests
- d. Notify director of special education when absent (preferably with at least a one-day notice)
- e. Submit to the District on a weekly basis all Service Detail Reports (SDRs) or other activity records
- f. Submit to the District on a monthly basis any invoices for services rendered

III. The Contractor further agrees to provide the District with the following:

- a. Verification (hard copy) of licensure and/or certification in rendering psychology services to a school
- b. Verification (hard copy) of liability insurance policy
- c. Verification (hard copy) of background check

IV The Contractor and the District agree to comply and abide by all pertinent statutes of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference, incorporated in and made a part of this Contractual Agreement as though set forth therein.

V. The District agrees to pay the Contractor the amounts computed as follows:

- . Hourly Psychology Services Rate -- \$85 per hour

VI. The District shall pay the Contractor upon submission of an invoice on the following schedule:

- . All payments for services rendered by the Contractor are expected within one month of service, with remittance not to exceed 30 days.

VII. Other specific contractual arrangements include:

- . The District is willing to coordinate access to the electronic special education database, which houses all due process forms and required paperwork and documentation known as EdPlan IEP for management of the documentation related to the psychology services the Contractor provides to the District.

VIII. The Agreement may be terminated by the mutual written consent of all parties. Upon termination, the Contractor shall stop services. The Contractor shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.



Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

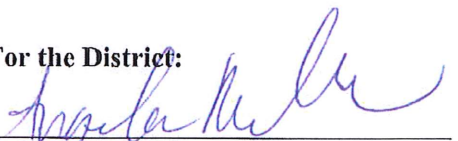
David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

For the District:



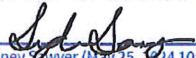
Signature

Special Education Director

Title or Position

Date: 5-28-24

For the Contractor:



Signature

Owner / School Psychologist

Title or Position

Date: May 25, 2024

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.

Phone: (208) 934-4321 | Fax: (208) 934-4403 | Web: www.goodingschools.org

Gooding Jt. School District #231



507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

CONTRACTUAL AGREEMENT

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, **Gooding School District #231**, located in Gooding County, hereinafter referred to as the "District" and Cheyanna Lierman, hereinafter referred to as the "Contractor," agree to the following for the **2024-2025** school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP), and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.09.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide occupational therapy services to the District's students as required by IDAPA 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.855.

It is hereby agreed that the contractor shall:

- I. Agree to provide occupational therapy services (assessments and diagnostics, reports, eligibility determination and IEP meeting participation, and consultation services).
- II. Additional related responsibilities to be provided by the Contractor include:
 - a. Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment
 - b. Subject to a criminal background check, which is necessary for all employees and contractors working in public schools
 - c. Sign in and out of the school each visit
 - d. Adhere to District's schedules, policies, and administrative requests

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.

Gooding Jr. School District #231

GOODING JR. SCHOOL DISTRICT #231



507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

- e. Notify director of special education when absent (preferably with at least a one-day notice)
 - f. Submit to the District on a monthly basis all Service Detail Reports (SDRs) or other activity records OR when assessments have been completed per student in paper form
 - g. Submit to the District on a monthly basis any invoices for services rendered by the first Wednesday of each month.
- III. The Contractor further agrees to provide the District with the following:
- . Verification (hard copy) of licensure and/or certification in rendering occupational therapy services to a school
 - a. Verification (hard copy) of liability insurance policy
 - b. Verification (hard copy) of background check
- IV. The Contractor and the District agree to comply and abide by all pertinent statutes of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference, incorporated in and made a part of this Contractual Agreement as though set forth therein.
- V. The District agrees to pay the Contractor the amounts computed as follows:
- . Hourly Occupational Therapy Services Rate of \$72 per hour
- VI. The District shall pay the Contractor upon submission of an invoice on the following schedule:
- . All payments for services rendered by the Contractor are expected within two weeks of service, with remittance not to exceed 30 days.
- VII. Other specific contractual arrangements include:
- . The District is willing to coordinate access to the electronic special education database, which houses all due process forms and required paperwork and documentation known as PCG's EdPlan for management of the documentation related to the occupational therapy services the Contractor provides to the District, a database wherein assessment information and therapy goals shall be input by the Contractor.
- VIII. The Agreement may be terminated by the mutual written consent of all parties. Upon termination, the Contractor shall stop services. The Contractor shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.

Gooding Jr. School District #231



507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

For the District:

Angela Miller
Signature

Special Education Director
Title or Position

Date: 5/20/24

For the Contractor:

Cheyanne Kerman
Signature

Occupational Therapist
Title or Position

Date: 5/20/24

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.

SERVICE PROVIDER AGREEMENT

PHYSICAL THERAPY SERVICES

THIS AGREEMENT, entered into on this _____ day of May, 2024, between STEPPIN' STONES THERAPY, PLLC, 932 Starlight Loop, Twin Falls, Idaho, (hereinafter referred to as "Service Provider") and GOODING SCHOOL DISTRICT, Gooding, Idaho (hereinafter referred to as "District") for the calendar school year 2024-2025;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT

The period of the Agreement will commence on the first day of school, 2024 and remain in effect until the last day of school, 2025.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Service 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.

ARTICLE 3. CONFIDENTIALITY

Service Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identify and the nature of services rendered, shall be confidential. Service Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by the District, without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Service Provider acknowledges its obligation to comply with Idaho Code § 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. Service Provider also agrees to inform the District within 24 hours of such suspicion.

ARTICLE 5. 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 Service Provider is expected to participate;
- 2) Space for all therapeutic activities to take place in;

- 3) Signed parental consent forms, as necessary;
- 4) Identifying information regarding the client and the parent/guardian; and,
- 5) Reasonable assistance in facilitating communication between the Service Provider and clients, parents/guardians, and other providers and agencies.

ARTICLE 6. INSURANCE AND LIABILITY

Service Provider shall be solely liable for any losses or damages resulting from Service Provider's performance of any of the services covered by this Agreement. Service Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Service Provider's performance of the services provided under this Agreement. Proof of insurance and licensure to provide PT services in the state of Idaho shall be submitted to the District within ten (10) days of the date of this Agreement. Service Provider will also submit a W-9 form to be kept at the District office in adherence to the District's policies.

ARTICLE 7. AMENDMENT/TERMINATION

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. Additionally, either party may terminate this Agreement upon 30 (thirty) days written notice.

ARTICLE 8. 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.

ARTICLE 9. SCOPE OF SERVICES

Steppin' Stones Therapy, PLLC will provide the following services in PHYSICAL THERAPY for the Gooding School District:

1. Diagnostic services for children referred for physical therapy services by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered gross motor or physical abilities with regards to physical therapy.
3. Consultative services for parents and school personnel with respect to therapeutic management and progress of the child.
4. Documentation of evaluations and therapy progress as required by the Idaho State Department of Education.

5. Be responsible for attending pertinent annual reviews, Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided as needed, a specific schedule to be developed jointly by the District and Clinical personnel.
7. Other services as agreed upon between parties.

ARTICLE 10. ALLOWABLE COSTS FOR SERVICE

Gooding School District, through its Board of Trustees, shall arrange appropriate payment to Steppin' Stones Therapy, PLLC as follows:

The fee for the above noted service shall be:

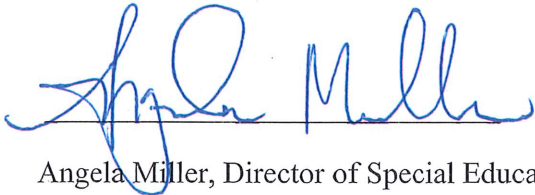
1. \$75.00 per contract hour and \$0.67 per mile round trip between Twin Falls and the Gooding School District.
2. Contract hours will include evaluations, therapy, screenings, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time and time escorting students to and from the classroom.
3. Payment for the previous month's services will be made promptly following the next scheduled Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of the invoice date.
4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.

ARTICLE 11. BILLING

Service Provider will submit a monthly statement of services rendered each month by the first Wednesday of each month. If requested by the District, each itemized monthly statement can include a) student's name; b) description of services provided; c) total number of hours spent in direct services and administrative time; and d) cost of services provided.

DATE

5/21/24

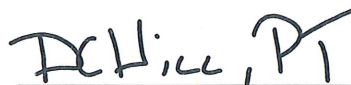


Angela Miller, Director of Special Education

Gooding School District

DATE

5/20/24



Donald Hill, PT

Steppin' Stones Therapy, PLLC

