

Syringa Mountain School
Special Services
PRIVATE SERVICE PROVIDER CONTRACTUAL AGREEMENT

This Contractual Agreement is entered into between Syringa Mountain School (hereinafter referred to as "District") and Alisa Ludwig, OTR/L (hereinafter referred to as "Contractor").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.09.850 through 859;

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

Whereas, the Contractor, or any employees of Contractor who shall perform any direct service delivery, under this Agreement, shall at all times pertinent meet the requirements of IDAPA 16.03.09.854;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Agreement will commence on the 25th day of August, 2017 and remain in effect until the 9th day of June, 2018 unless terminated earlier. This Agreement is contingent upon the availability of funds of the District. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the either party, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES:

In performing services under this Agreement, Contractor 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 RENDER:

Relative to individual students, Contractor shall render the professional services consistent with IDAPA 16.03.09.850 through 859 as enumerated in the Summary of Services, attached hereto and made a part of Agreement as if set forth fully herein, and as stated in the IEP or other service plan for individual students served as shall be amended from time to time.

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and meeting all requirements of IDAPA 16.03.09.854, and shall submit copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours.

CONFIDENTIALITY:

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

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

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services at the District's school campus or on other school premises and consistent with IDAPA 16.03.09.850.02 on a day to be agreed upon between the parties (Monday through Thursday day of the week) during the school year at hours to be agreed upon in advance between the hours of 10:00 am (time) until 3:00 pm (time) (i.e., the normal school day and period of time for students), unless the parties mutually agree to a modification of the time and place of service delivery, and such is noted in the IEP or other service plan for the student.

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 Contractor is expected to participate if any; 2) signed parental consent forms to evaluate and/or work with students and/or authorization to release information, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

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

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

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

COMPENSATION/BILLING:

The District shall submit all billing to Medicaid for services provide to those students who are eligible for Medicaid and shall compensate Contractor for the direct services identified in the Summary of Services at the rate for: (Example of Rate)

Occupational Therapy Services

Professional \$ 70 per hour for individual therapy for hours per week, or
Professional \$ 75 per hour for group therapy or for supervision of Certified Occupational Therapy Assistant (COTA) 1-2 hours per week

Meetings, consultation, and evaluation will be determined by the Idaho School Based Medicaid Program Reimbursement Rate.

In an amount not to exceed \$ 4,500, on the attached Idaho School Based Medicaid Program Reimbursement Rate, at the rate of the amount for the term of the Agreement, minus the state mandated matching fund that fluctuates around 70% for Idaho. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee. Contractor shall provide all necessary data related to service delivery no less than monthly in order to allow for the successful submission of all timely billings to Medicaid and any other third-party payers. Contractor shall not directly bill Medicaid or any other third-party payers for services provided pursuant to this Agreement.

Contractor will submit a monthly statement of services rendered each month and will allow six (6) weeks for payment from the date the invoice is submitted to the District. If requested by the District, each itemized monthly statement must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of hours spent in providing professional services; and d) cost of services provided. Additional documentation may be required by District and may be provided within ten (10) working days of the date the written request for the documentation is made.

NOTE: District will cover 30% of service cost rendered by Contractor in accordance to Idaho School-Based Medicaid Rehabilitative & Health Related Services Program Reimbursement Rates.

PROFESSIONAL SERVICES:

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

INSURANCE AND LIABILITY:

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

ASSIGNMENT:

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

AMENDMENT:

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

TERMINATION:

This Agreement may be terminated without cause by either party within sixty (60) days after providing written notice of the intent to terminate to the other party.

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

DEFAULT:

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

TIME OF PERFORMANCE:

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

NON-WAIVER BREACH:

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

NON-DISCRIMINATION:

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

GOVERNANCE:

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

ATTORNEY FEES:

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

COMPLETE STATE OF TERMS:

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

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 1st day of September, 2017.

Nigel

Kristin Funk &/or Nigel Whittington
Superintendent/Designee Signature
School District

[Handwritten Signature]

Contractor's Signature

Alisa Ludwig, OTR/L

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

106 cross cut lane / P.O. BOX 4267
Address Ketchum, ID 83340

SUMMARY OF SERVICES