

INDEPENDENT CONTRACT FOR SERVICES

THIS INDEPENDENT CONTRACT FOR SERVICES (“Contract”) is made and entered into this 21st day of August, 2024 by and between CALDWELL SCHOOL DISTRICT NO. 132, Canyon County, Idaho (“District”) and LAWSON HEALTH AND ENVIRONMENTAL SERVICES, LLC, an Idaho limited liability company (“Contractor”) (collectively “Parties”).

The Parties agree as follows:

1. **PURPOSE:** District provides school-based services to children with disabilities, who receive those services under the Individual with Disabilities Improvement Education Act (“IDIEA”). District will be reimbursed for these school-based services provided certain criteria are met, such as but not limited to eligibility of child, an established IEP, and medically necessary. District intends to bill Medicaid for services provided those students.

2. **CONTRACTOR:** Contractor employs a qualified nurse practitioner licensed by the State of Idaho and is by definition a practitioner of the healing arts and is qualified to determine covered services that are medically necessary for Medicaid reimbursement. The person to provide those specialized services employed by Contractor is LAWSON HEALTH AND ENVIRONMENTAL SERVICES, LLC.

3. **RESPONSIBILITIES OF CONTRACTOR:** Contractor will review all requests for medical billings for school-based services provided to eligible students enrolled in District for compliance with applicable rules and regulations regarding student eligibility. Contractor will execute the necessary documents to either approve or disapprove a particular billing intended to be submitted to Medicaid on behalf of District (“approvals”). Contractor shall comply with all State of Idaho rules and regulations regarding reimbursements and overseeing the approvals for Medicaid payment or reimbursement. Contractor will ensure compliance with District’s Medicaid provider contract that provides for the payment or reimbursement to District for services provided to eligible children.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and no employee, employer or agency relationship is created by this Contract. Contractor shall be responsible for the payment of all taxes or other required tax withholding or reporting requirements and responsible for all employee benefits, either as required by state or federal government, and District shall not in any way be responsible for same. The Contractor will also provide the District with proof of liability insurance prior to the first required payment.

5. **REQUEST FOR REIMBURSEMENT:** District will be reimbursed by Medicaid for the July 1, 2024 - June 30, 2025 fiscal year based upon requests made by District for reimbursement or payment. The District reserves the right to periodically review all approvals and/or disapprovals given by Contractor and to monitor the frequency of Contractor approvals and to have the authority to reduce or balance the number of approvals to provide fairness to all eligible students. The District agrees to pay the Contractor \$5,000.04 to be distributed in monthly allocations during the contract year. The amount is calculated on a minimum of 1,000 signatures.

The District and the Contractor agree to meet quarterly to adjust the anticipated amount of signatures. Any adjustments up or down to the anticipated volume of signatures will be calculated at \$5.00 per signature.

6. NON-ASSIGNMENT: Contractor may not assign any interest in this Contract for any purpose, and any assignment would be considered an immediate breach of this Contract.

7. TERMINATION: This is an agreement for one year. It is expected that Contractor will fully perform the required services for the duration of this Contract, which will terminate on June 30, 2024; provided, however, District reserves the right to terminate or modify this Contract, with or without cause, by giving the other Party thirty (30) days' notice of either modification or termination and the effective date of either.

8. RECORDS/DOCUMENTS: All records or documents prepared, modified or received as generated by this Contract shall be and remain the property of District.

9. CONFIDENTIALITY: Contractor agrees to maintain all information from services provided by Contractor in absolute confidence, and Contractor full understands the need for such confidentiality when dealing with student records of any kind.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

CALDWELL SCHOOL DISTRICT #132

LAWSON HEALTH AND ENVIRONMENTAL SERVICES, LLC

By: _____

By: _____

Print Name: Julie Mead

Margaret A. Lawson, Member

Title: Chief Officer of Special Services

Date: _____

Date: _____