



CENTERPOINTE, Inc.
Behavioral and Mental Healthcare
915 Park Centre Way, Suite 7
Nampa, Idaho 83651
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SPECIAL SERVICES
INDEPENDENT CONTRACTOR CONTRACTUAL AGREEMENT

This Contractual Agreement is entered into between Caldwell School District (hereinafter referred to as “School”) and CenterPointe, Inc. (hereinafter referred to as “Contractor”).

Whereas, the school provides special educational and related services to assist students attending school in their educational development, as identified in the student's individualized education program (IEP) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the School’s students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on August 1, 2024, and remain in effect until the last day of school. This Contractual Agreement is contingent upon the availability of funds of the School. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the School, the Contractual Agreement may be renewed annually.

COMPENSATION/BILLING:

The School District shall compensate the Contractor for the direct services identified in the student’s IEP at the Idaho School-Based Medicaid Program Reimbursement Rate of the amount per hour for approved hours less the state funding match rate in an amount not to exceed the District’s rate for the term of the Agreement. If the reimbursement rates on the School-Based Medicaid Fee Schedule change or if the required State Funding Medicaid Percentage Rate changes, the School District and the Contractor agree that the reimbursement rate or state funding match percentage will be adjusted accordingly from the effective date of such change. (For example, if the Medicaid Match Rate increases by 3%, the District will apply the 3% increase on the same date as the date the Medicaid Match Rate changed). Below are the rate changes as shared by the Department of Health & Human Services Centers for Medicare & Medicaid Services.

If the state funding rate changes during the period of this contract, the School District will adjust its

reimbursement rate accordingly. The following are the current rates:

<u>Contractor Rates</u>	<u>9/1/2024 – 6/30/2025</u>
Professional Rate	\$ 15.03
Specialist Rate	\$ 10.90
Technician Rate	\$ 9.53
EBM Para	\$ 10.10
Para Rate	\$ 6.13
CBRS Rate	\$ 9.59

Contractor will submit a statement of services rendered including the completed school's Medicaid reporting forms. These completed forms will be accurate and ready to submit for Medicaid reimbursement. Each monthly statement will include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of units spent in providing professional services; and d) cost of services provided. Additional documentation may be required by the School and may be provided within ten (10) working days of the date the written request for the documentation is made.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, the Contractor is and shall at all times be an independent contractor of the School. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED:

Contractor shall render the professional services enumerated on the IEP Services page and the Summary of Services, attached hereto and made a part of the Contractual Agreement as if set forth fully herein.

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided under this Contractual Agreement and shall provide copies of the records to the School within ten (10) working days of the date requested. Additionally, upon reasonable notice, the School shall have the right to review such records at any time during business hours, at Contractor's office.

CONFIDENTIALITY:

Contractor agrees that all information regarding services provided under this Contractual Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential under the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services under this Contractual

Agreement to any individual not authorized and directed by the School, 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 School, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth on the student's IEP Services page and the Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

COORDINATION OF SERVICES:

To facilitate delivery of services, the School will provide: 1) reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate; 2) signed parental consent forms, 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 Contractual Agreement shall require prior approval by the School 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 is 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.

PROFESSIONAL SERVICES:

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

NON-SOLICITATION AGREEMENT

The District agrees to abide by the Non-Solicitation Agreement between the District and the Contractor signed on December 1, 2022.

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 Contractual Agreement. Contractor shall indemnify and hold harmless the School from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor’s performance of the services provided under this Contractual Agreement.

ASSIGNMENT:

This Contractual 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 Contractual Agreement without the School’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 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 School may immediately terminate this Contractual Agreement, upon written notice to the Contractor, in the event funding for the School’s program is no longer available or the specific services to this 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 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 Contractual Agreement; therefore, all times for the performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAVIER BREACH:

The failure of the Contractor or the School 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 evidence by the prior written consent of Contractor or the School.

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 subject to, discrimination under any activity performed pursuant to this Contractual Agreement.

GOVERNANCE:

This Contractual 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 Contractual Agreement.

ATTORNEY FEES:

If either party defaults in any manner or fails to fulfill any and/or all provisions of this 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 rescission, 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 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 use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of School and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of School.
4. If a concern is identified that is related to the quality of services 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.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

COMPLETE STATE OF TERMS:

This Contractual Agreement constitutes the entire agreement between the parties. This Contractual Agreement may not be released, discharged, or modified except by an instrument in writing signed by the duly authorized representative of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this _____ day of _____, _____.

Administrator/Designee Printed Name

Contractor's Printed Name

Administrator/Designee Signature
Caldwell School District
1502 Fillmore St
Caldwell, Idaho 83605

Contractor's Signature
CenterPointe, Inc.
915 Park Centre Way, Suite 7
Nampa, Idaho 83651