

WENDELL SCHOOL DISTRICT #2323
150 E MAIN ST
IDAHO, ID 83355

WENDELL,
(208) 536-0946

**RELATED SERVICES FOR SPECIAL EDUCATION
(Independent Contractor Contractual Agreement)**

This Contractual Agreement is entered into between **Wendell Joint School District #232** (hereinafter referred to as "District") and **Progressive Behavior Systems** (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) plan; and

Whereas, the Contactor is duly licensed or 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 the first week of school in August 8, 2018 and remain in effect until August 1, 2019. This contractual agreement is contingent up on 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 may be renewed annually.

RELATIONSHIP OF PARTIES:

In performing the services under this contractual 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 RENDERED:

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

- Clinically Diagnostic Assessment for the purpose of determining Special Education Eligibility.
- Behavior Intervention Professional (BI); CBRS Services
- Behavior Intervention Paraprofessional (BI paraprofessional)

RECORD KEEPING:

Contactor shall be responsible for maintaining complete and accurate records documenting the professional services proved pursuant to this Contractual Agreement and shall provide copies of all records to the District on the **10th of each month**. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at contactor's office. Contractor shall enter daily data into school-based web software and provide printed daily data documentation signed, initialed, and dated, monthly to Support Services Administrative Assistant. Contractor shall provide a list of their employees and their schedules, times and places of student services to Support Services.

CONFIDENTIALITY:

Provider agrees that all information regarding services provided pursuant to the Contractual 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 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:

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, unless the parties mutually agree to a modification of the time and place of services delivery.

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; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitation 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 the 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.

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 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 (HIPPA) 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 the Contractual Agreement will be provided by individuals who are duly certified/licensed to perform the services or supervised by a certified/licensed provider in accordance with the applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Contractor must be finger printed throughout School District as required in Idaho Code Section 33-130 by the Idaho State Department of Education. Contractor can obtain a Background Investigation Check (BIC) packet through our District Office. 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 Cod 33-130 and policies of the District, and have been determined to not have 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 the Contractual 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 Contractual Agreement. Proof of insurance shall be submitted to the District with 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 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 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 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 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 the Contractual Agreement; therefore, all times for performance of 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 Contractual Agreement, or the 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.

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 the 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 to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. And individual or agency with a concern will first use the agency’s internal procedures to address the concern. If resolution is not achieved at the previous level, the issue and all relevant information will be forwarded to the Special Education Director of the Wendell School District #232.
2. Wendell School District #232 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 Wendell School District #232.
4. 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.
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.

PAYMENT AGREEMENT:

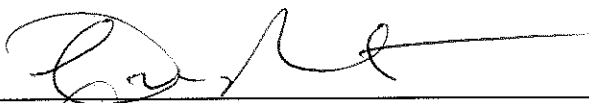
Wendell School District #232 shall compensate Progressive Behavior Systems for the services in this agreement at the following rates:

Services	Rate
Behavioral Intervention Professional (BI)	\$7.50 per billable unit (15 minutes)
CBRS Intervention and Consultation	\$7.50 per billable unit (15 minutes)
Behavioral Intervention Paraprofessional	\$4.50 per billable unit (15 minutes)

Contactor shall be responsible for maintaining complete and accurate records documenting the professional services proved pursuant to this Contractual Agreement and shall provide copies of all records to the District on the **10th of each month**. Payment will be made within thirty (30) days of receipt of billing statement along with Student Detail Report (SDR) for services rendered.

COMPLETE STATE OF TERMS:

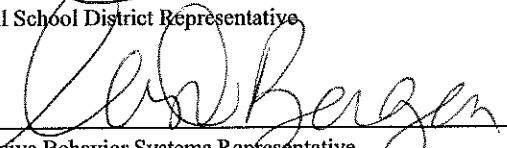
This Contractual Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. The Contractual Agreement may not be released, discharged, or modified except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



 Wendell School District Representative

8-8-18

 Date



 Progressive Behavior Systems Representative

8-8-18

 Date