



CENTERPOINTE, Inc. →

Behavioral and Mental Healthcare
915 Park Centre Way, Suite 7
Nampa, Idaho 83651
Phone: (208) 442-7791
Fax: (208) 442-7792

SPECIAL SERVICES
INDEPENDENT CONTRACTOR CONTRACTUAL AGREEMENT

This Contractual Agreement is entered into between Idaho Arts Charter 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 on the students’ 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, 2022 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 shall compensate Contractor for the direct services identified on the Idaho School Based Medicaid Program Reimbursement Rate, at the rate of the amount per unit (less state funding rate, which is currently 23.59%) for approved units (1 unit = 15 minutes), in an amount not to exceed the minutes identified on the student’s IEP services page and Statement of Service Delivery for the term of the Contractual Agreement. If at any time during this contract period the state funding rate is increased or decreased, the reimbursement rate will reflect such change. The School agrees to pay the Contractor at a current rate of:

CBRS (CPT H2017) \$10.41 per unit
Behavioral Specialist (CPT H0004HN) \$9.86 per unit

Provider will submit a monthly statement of services rendered (and any additional forms) by the **10th** of each month. However, due to Medicaid billing and reimbursement, the Contractor will allow thirty (30) days for payment from the date the invoice is submitted to Idaho Arts Charter School. Each itemized

monthly 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 providing services, and (4) cost of services provided. Additional documentation may be required by Idaho Arts Charter School and the Contractor must provide the requested documentation within five (5) working days of the date the written request for the documentation is made.

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, 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 pursuant to 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 pursuant to this 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 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:

School 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 check 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.

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 performance of the obligations, as state herein, shall be strictly complied with by the parties.

NON-WAVIER BREACH:

The failure of 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.

NON-COMPETE:

The school district is put on notice that while employed with CenterPointe, all employees execute contracts entitled "Confidentiality, Proprietary Information and Non-Competition Agreement." This prohibits an employee from working in school districts where CenterPointe currently provides services or has provided services during the past twelve (12) months.

The school district is aware, under Idaho law, a company may incur legal liability by knowingly hiring, or continuing to employ, an individual when doing so would be a breach of that individual's contractual obligations. Therefore, the school district agrees not to hire, attempt to recruit, entice, or encourage current or former employees to violate their contractual obligations with CenterPointe.

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 hereto, and shall supersede all previous oral or written proposal, negotiation, commitments, and all other communications 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 15th day of August, 2022.

EDWARD D LANSFIELD

Administrator/Designee Printed Name

Contractor’s Printed Name

[Signature]

Administrator/Designee Signature
Idaho Arts Charter School District
1220 5th St N
Nampa, Idaho 83687

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