

Contractual Service Agreement

Between

Idaho Arts Charter

And

RISE, Inc.

The purpose of this Contractual Agreement is clearly state agreements entered into between Idaho Arts Charter (hereinafter referred to as “District”) and RISE, Inc. (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)/Behavioral Implementation Plan (BIP); and

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

NOW, THEREFORE, the District and Contractor, in consideration of mutual covenants and principles of care, agree to the following:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on August 1, 2021 and remain in effect until June 30, 2022. This Contractual Agreement shall not exceed twelve (12) calendar months and will be reviewed and renewed annually.

DETERMINATION OF ELIGIBILITY

The District shall solely assess and determine which students will be eligible for the services provided by the contractor through the formulation of the student’s IEP/BIP. The District will determine whether the student will receive these services on an individual, group or combination basis, in accordance with the student’s need and IEP/BIP.

A list of eligible students and their required services shall be made available to the Contractor by the District no less than twenty-one calendar (21) days prior to the beginning of the academic school year for the purposes of hiring and training professional staff. The District shall allow twenty-one calendar (21) days for the Contractor to hire and train staff appropriately ongoing throughout the school year as the District identifies additional qualified students for services.

PRIOR APPROVAL OF SERVICES

All services rendered by Contractor under the terms of this 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.

COMPENSATION

The District shall compensate the Contractor for the direct services identified in this contract. Services will be compensated on a per unit (unit=15 minutes) basis per student and shall not 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 changes, the reimbursement rate will reflect such change. Should this occur, a consultation phone call or meeting will be held to confirm rate changes.

The District agrees to the rates identified and attached hereto as Attachment A and made a part of this Contractual Agreement.

In addition to the fees specified in Attachment A, the District also agrees to compensate the following:

If CBRS is a service provided under this contract, Clinical Supervision of contracted CBRS staff at \$11.35 per unit shall be reimbursed to the Contractor. This is pursuant with IDAPA Code 16.03.09.855.10 at a minimum of 30 minutes per month per staff. The Contractor shall not exceed 30 minutes per month per staff, unless otherwise authorized by the District.

Staff & Teacher Collaboration at \$9.06 per unit. The Contractor shall not exceed one hour per month per staff, unless otherwise authorized by the District.

When students are absent at the start of school, the Contractor shall notify the building contact within 15 minutes. The District will reimburse the Contractor for waiting time at the non-direct billing rate (\$3.75 per unit, unit = 15 minutes) for no more than 30 minutes per day unless given prior building approval due to confirmed student arrival.

If the District requires the Contractor's staff attend training or in-service days, the District shall reimburse the Contractor for this time at the rate of \$3.75 per unit (unit = 15 minute) per staff member.

All staff the Contractor employs for the purpose of this contract shall be provided MANDT de-escalation training (Level 1, 2 and 3). If the District determines they'd prefer an alternative de-escalation training, the District will reimburse the Contractor for the training time at \$3.75 per unit (unit=15 minutes), per staff member.

The District agrees to reimburse the Contractor for the cost of the school background checks after the employee has been with the Contractor for 60 days.

BILLING

The District shall be solely responsible for billing Medicaid for the services rendered by the Contractor.

Contractor will submit, by the 5th business day of each month or earlier if the 5th falls on a holiday or weekend, a statement of services rendered for the previous month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit for Medicaid reimbursement.

Each 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 units spent in providing professional services; and d) cost of services provided.

If additional documentation is required by the District, the Contractor agrees to provide the requested information within ten (10) working days of the date the written request was made.

The District will issue payment by the 20th of the month if statements and paperwork are completed and in the District Office by the 5th business day of each month. The Contractor will allow thirty (30) calendar days for payment from the date the invoice is submitted to the District.

The Contractor reserves the right to discontinue services if the District has an outstanding balance exceeding sixty (60) calendar days. The Contractor will provide notice to the District in writing thirty (30) calendar days prior to the discontinuation of services and the termination of the contract.

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 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, at the Contractor's office.

SERVICE DELIVERY, TIME AND PLACE

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

SERVICES TO BE RENDERED

Contractor shall render the professional services enumerated on the IEP Services page and the student plan of care.

PROFESSIONAL SERVICES

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly qualified 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 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 students.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, Contractor is and shall at all times be an independent contractor of the District.

There is no employer/employee relationship between the parties and nothing herein shall be construed as establishing an employer/employee relationship.

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.

CONFIDENTIALITY

Both parties agree 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). The 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.

STUDENT DATA PRIVACY AND SECURITY

Contractor & District acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. Contractor agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential and comply with all federal and state laws;
2. Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. Contractor agrees to indemnify and hold harmless the School District from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
6. Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy

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.

COORDINATION OF SERVICES

To facilitate delivery of services, the District will assure: 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 student and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Contractor and students, parents/guardian, and other providers and agencies.

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 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 within ten (10) calendar days of the date of this Contractual Agreement by the Contractor.

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 this Contractual 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 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 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 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 the District 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 the District.
4. If a concern is identified that is related to the quality of service or health and safety issues, parties should refer concerns regarding 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.

DEFINITIONS

1. **“Administrative Security”** consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.
2. **“Aggregate Data”** is collected or reported at a group, cohort or institutional level and does not contain PII.
3. **“Data Breach”** is the unauthorized acquisition of PII.
4. **“Logical Security”** consists of software safeguards for an organization’s systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.
5. **“Personally Identifiable Information (PII)”** includes: a student’s name; the name of a student’s family; the student’s address; the students’ social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student’s date of birth, place of birth or mother’s maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.
6. **“Physical Security”** describes security measures designed to deny unauthorized access to facilities or equipment.
7. **“Student Data”** means data collected at the student level and included in a student’s educational records.
8. **“Unauthorized Data Disclosure”** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

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. This Contractual 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 23 day of August, 2021.



Superintendent/designee
District

8/23/2021

Date



RISE, Inc
Contractor

8/23/2021

Date

Attachment A
2021-2022 Services & Fees

Mark all that apply	Service Type ¹	Medicaid Reimbursement Rate (unit=15 min)	Agreement Rate (unit=15 min)
	Behavioral Intervention, Individual - Intervention Professional	\$17.80 per unit	\$17.80 per unit
✓	Behavioral Intervention, Individual - Intervention Specialist	\$12.91 per unit	\$12.91 per unit
✓	Behavior Intervention, Individual - Intervention Technician	\$11.29 per unit	\$11.29 per unit
✓	Behavioral Intervention, Individual - Intervention Paraprofessional	\$7.26 per unit	\$7.26 per unit
	Behavioral Intervention, Group - Intervention Professional ²	\$7.12 per unit	\$7.12 per unit
	Behavioral Intervention, Group - Intervention Specialist ³	\$5.16 per unit, per student	\$5.16 per unit, per student
	Behavior Intervention, Group - Intervention Technician ⁴	\$4.52 per unit, per student	\$4.52 per unit, per student
	Behavioral Intervention, Group - Intervention Paraprofessional ⁵	\$2.90 per unit, per student	\$2.90 per unit, per student
	Behavioral Assessment - Intervention Professional	\$17.80 per unit	\$17.80 per unit
	Behavioral Consultation - Intervention Professional	\$17.80 per unit	\$17.80 per unit
✓	Individual Community-Based Rehabilitation Services (CBRS)	\$13.63 per unit	\$13.63 per unit
	Group Community-Based Rehabilitation Services (CBRS)	\$3.33 per unit, per student	\$3.33 per unit, per student

Volume Discount⁶

The following discount may be applied to eligible service types (Individual Behavioral Intervention Services, and Individual Community-Based Rehabilitation Services-CBRS) when student volume meets/exceeds the following:

1. For 1-6 full time students, 100% of the full Medicaid Reimbursement Rate.
2. For 7-15 full time students, 95% of the full Medicaid Reimbursement Rate.
3. For 16-30 full time students, 85% of the full Medicaid Reimbursement Rate.
4. For 31-50 full time students, 78% of the full Medicaid Reimbursement Rate.
5. For 51-75 full time students, 72% of the full Medicaid Reimbursement Rate.

¹ Service provider type and reimbursement rate shall align with provider definitions and requirements as defined by IDAPA 16.03.09.855.

² Group size shall not exceed three (3) students to one (1) contracted staff.

³ Group size shall not exceed three (3) students to one (1) contracted staff.

⁴ Group size shall not exceed three (3) students to one (1) contracted staff.

⁵ Group size shall not exceed three (3) students to one (1) contracted staff.

⁶ Volume Discount is applicable to the following services only: Individual Behavioral Intervention Services, and Individual Community-Based Rehabilitation Services (CBRS).