

## Service Provider Agreement

This Agreement is entered into between Idaho Arts Charter School (hereinafter "IACS") and CHATTERBOX SPEECH & LANGUAGE CENTER (hereinafter "Chatterbox").

Whereas, Chatterbox provides special education and related services to assist students attending school at IACS in their educational development, as identified on the students' Individualized Education Program (IEP) or 504 Plan; and

Whereas, the Provider is duly licensed or qualified and able to provide related services to IACS students;

Now therefore, it is hereby agreed to by both parties as follows:

### **1. TERMS OF AGREEMENT**

This agreement will commence on the 1<sup>st</sup> day of August, 2021 and will remain in effect until the 10<sup>th</sup> day of June, 2022. In no instance shall this Agreement exceed twelve (12) calendar months. At the discretion of Chatterbox and IACS, this Agreement may be renewed annually.

The existence and continuation of this Agreement is contingent upon the availability of funds to IACS as well as the continued enrollment of the students who are provided services pursuant to this Agreement. Should either or both of the above contingencies occur (i.e. no funding and/or no student with whom to provide services) this Agreement shall immediately terminate.

### **2. RELATIONSHIP OF THE PARTIES**

In performing services under this Agreement, Provider shall at all times, be an Independent Contractor.

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

### **3. SERVICES TO BE RENDERED**

Provider will provide speech language therapy and assessments as well as physical therapy and assessments to all students who have been referred.

### **4. RECORD KEEPING**

Provider shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement.

At minimum, records and billing statements shall meet the requirements mandated by Medicaid.

The Provider shall submit copies of these records to IACS within 10 working days of the date requested.

Upon reasonable notice to the Provider, IACS shall have the right to review such records at any time during business hours.

**5. CONFIDENTIALITY**

Provider agrees that all information regarding services provided pursuant to this Agreement, including but not limited to the students' identity and the nature of the services rendered, shall be confidential.

Except as otherwise detailed in this Agreement, Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by Mosaics, without parental consent.

**A. AUTHORIZATION FOR EXCHANGE OF CONFIDENTIAL INFORMATION**

IACS, the Provider, and the parents of the students' for whom services are provided pursuant to this Agreement shall enter into appropriate documentation allowing for the exchange of information between IACS and the Provider for the purpose of advancing services provided and for educational purposes.

**6. PRE-AUTHORIZATION OF SERVICES**

All services rendered by Provider under the terms of this Agreement shall be pre-authorized by IACS, provided for by the students' IEP, and in accordance with federal and state laws and regulations, local policies and procedures with professional codes of conduct.

**7. COMPENSATION AND BILLING**

IACS shall compensate Provider for the assessments completed, eligibility/IEP documentation, and meeting attendance at a rate of \$65.00 per hour for speech/language therapy services. IACS shall compensate Provider for the assessments completed, eligibility/IEP documentation, and meeting attendance at a rate of \$75.00 per hour for physical therapy services. Hours to be agreed upon by IACS and the Provider.

Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, by IACS.

Provider will submit a monthly statement of services rendered and will allow twenty (20) days for payment from the date the invoice is submitted to IACS. If requested by IACS, each itemized monthly statement must include the following information for each student receiving services:

1. Student's name
2. Description of services provided for each student
3. Total number of hours spent providing direct services for each student
4. Cost of services provided for each student

Additional documentation may be required by IACS and shall be sent by the Provider within ten (10) working days of the date the written request for documentation was made.

#### **8. PROFESSIONAL SERVICE**

The services rendered pursuant to this Agreement will be provided by individuals who are licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards.

- A. The individuals providing services pursuant to this Agreement shall maintain appropriate licensure/certification or other such status which entitles a provider to provide services that are the subject of this Agreement. Should the Provider have any negative action taken against such license, certification or other such authorizing status, including but not necessarily limited to suspension or revocation, such negative action must immediately be reported to IACS. Negative action taken against the Provider's license, certification or other such authorizing status shall serve as grounds for immediate termination of this Agreement.
- B. Provider must have and maintain eligibility as a Medicaid Provider throughout all terms of this Agreement. Provider must document proof of Medicaid Provider Eligibility to IACS through written documentation, including but not necessarily limited to the Provider's approved Medicaid Billing Number. Should the Provider have any negative action taken against their Medicaid Provider Status, including but not limited to suspension or revocation, such negative action must immediately be reported to IACS.

Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards and consistent with the requirements of the students' IEP.

Upon reasonable notice, IACS shall have the right to observe services being provided to the students.

**9. INSURANCE AND LIABILITY**

Provider will be responsible for providing copies of Workman's Compensation Insurance as well as Professional Liability Insurance to IACS when requested.

**10. ASSIGNMENT**

This Agreement shall not be subject to assignment, in whole or in part, by Provider or by operation of law, so as to authorize any person other than the Provider, or Provider's employees, to assume the duties subject to this Agreement, without IACS's prior written consent.

**11. AMENDMENT**

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement must be in writing and signed by both parties.

**12. DEFAULT**

Upon default by either party, the non-defaulting party may cancel this 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.

**13. GOVERNANCE**

This agreement shall be governed by the laws of the state of Idaho. Provider 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 Agreement.

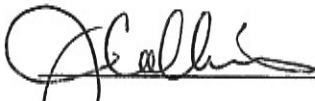
The provider shall cooperate fully in any investigation or audit associated with regard to the services provided pursuant to this Agreement, including but not limited to any State Department of Education Special Education Audit or Medicaid Audit.

**14. COMPLETE STATEMENT OF TERMS**

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral and written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released,

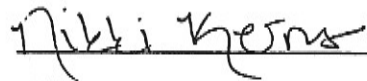
discharged or modified except by an instrument in writing, signed by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1st day of August, 2021.



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Jackie Collins  
Executive Director  
On behalf of Idaho Arts Charter



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Nikki Kerns  
Co-Owner/Director of Finance  
Chatterbox Pediatric Therapy Center

