

Category: 6000 INSTRUCTION	Policy Number: 6772
Policy Title Agreements with Private Service Providers	Effective Date: June 8, 2004

The district, through the superintendent as its designee, may enter into agreements with private service providers to provide necessary services to students when the district has determined that, given its available personnel and resources, it does not have the capacity through its employees to directly provide such services. Such an agreement shall never exceed a period of twelve (12) calendar months. All agreements in excess of \$25, 000 must be pre-approved by the board.

Services provided by the private service provider, and the frequency and duration of such services, shall be pursuant to the terms of the students' Individual Education Programs (IEPs) or 504 plans. The agreement shall specify that the private service provider is an independent contractor of the district, and shall provide only those services that have been approved by the district. The agreement shall provide that the responsibility for eligibility determinations, choices of educational methodology, and other determinations of educational services and programs are retained at all times by the district.

The private service provider will be reimbursed consistent with the terms of the contract. If reimbursement is obtained through Medicaid, the total payment for those services shall not exceed the approved Medicaid rate.

CONFIDENTIALITY

The private service provider shall at all times maintain confidentiality pursuant to the Family Educational Records and Privacy Act (FERPA) of all records of services, including, but not limited to, identifying information regarding the student and services, observations, evaluations and or assessments.

LEGAL REFERENCE:

Family Educational Records and Privacy Act
Idaho Special Education Manual (Sept. 2001)
Idaho Code Sections: 33-506(1) 33-511 33-512 33-2001, *et seq.*

References:

Policy 5615, "Contracted Educational Services"
Policy 6774, "Special Education for Exceptional Children"
Policy 6776, "Special Education for Handicapped Students"
Policy 6785, "Supportive Services"
Policy 8540, "Student Records and Directory Information"

Category: 6000 INSTRUCTION	Procedure/Form Number: 6772 f (Page 1 of 4)
Policy Title Special Services Service Provider Agreement	Effective Date June 8, 2004

This Agreement is entered into between Snake River School District #52 (hereinafter referred to as "District") and _____ (hereinafter referred to as "Provider").

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) or 504 plan; and

Whereas, the Provider 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 Agreement will commence on the _____ day of _____, _____ and remain in effect until the _____ day of _____, _____.

This Agreement is contingent upon the availability of funds to the District. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Provider 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

Provider shall render the professional services enumerated on Exhibit A, attached hereto and made a part of this Agreement as if set forth fully herein.

RECORD KEEPING

Provider shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit 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 Provider's office.

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 services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the District, without parental/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

Provider 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. Provider also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in Exhibit A at _____ (*the District's school campus*) or _____ (*a designated location*) each (*day of the week*) during the school year from _____ (*time*) until _____ (*time*), 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 District will provide: 1) reasonable and prompt notification of meetings and other appointment in which the Provider 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 Provider and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES

All services rendered by Provider under the terms of this 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 Provider shall at all times require the written consent or authorization of the parent/guardian/or student, if age of 18 years of age or older, for the disclosure or 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 state and federal law and regulations.

COMPENSATION/BILLING

The District shall compensate Provider for the direct services identified in Exhibit A at the rate of \$_____ per hour for _____, in an amount not to exceed \$_____ for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee.

OPTIONAL: The District shall pay \$_____ per hour for Provider's travel time to and from the place of service delivery in an amount not to exceed \$_____ for the term of the Agreement. AND/OR The District shall pay \$_____ per mile for Provider's mileage to and from the place of service delivery in an amount not to exceed \$_____ for the term of the Agreement. Provider will submit a monthly statement of services rendered each month and will allow six (6) weeks for payment from the date the invoice is submitted to the District. If requested by the District, each itemized monthly statement must include the following information for each student receiving services: a) student's name; b) description or services provided; c) total number of hours spent in providing professional services; and d) cost of services provided. Additional documentation may be required by the District and may be provided within ten (10) working days of the date the written request for the documentation is made.

PROFESSIONAL SERVICES:

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

INSURANCE AND LIABILITY:

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless the District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Provider's performance of the services provided under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement.

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 the District's prior written consent.

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 shall be in writing.

TERMINATION

This Agreement may be terminated without cause by either party thirty (30) days after providing written notice to the other party of the intent to terminate.

Additionally, the District may immediately terminate this Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services subject to this Agreement are modified or terminated for a student

DEFAULT

Upon default by either party, the nondefaulting 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 nondefaulting 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 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 Provider or the District to insist upon strict performance of any of the terms of this 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 Provider 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 Agreement.

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.

ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the nondefaulting 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 Agreement.

COMPLETE STATEMENT OF TERMS

This 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 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 Agreement on this _____ day of _____, _____.

Superintendent
Snake River School District 52
Provider

Approval by Board of Trustees
(if over \$25,000)