

SERVICE PROVIDER AGREEMENT

This agreement is entered into between the Minidoka County School District (hereinafter "MCSD") and **EQ Counseling LLC** (hereinafter "Provider").

Whereas, MCSD provides special education and related services to assist students attending school at MCSD in their educational development, as identified on the students' Individualized Education Programs (IEP); and

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

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

1. TERMS OF AGREEMENT

This Agreement will commence on **August 1, 2024** and will remain in effect until **July 31, 2025**. In no instance shall this Agreement exceed twelve (12) calendar months. At the discretion of MCSD, this Agreement may be renewed annually.

2. BACKGROUND CHECK

As EQ Counseling LLC is a company whose employees will have contact with MCSD's students, EQ Counseling employees shall undergo a criminal history check pursuant to Section 33-130 and 33-512(15), Idaho Code.

EQ Counseling shall complete and submit the results of the criminal history check within five (5) days of receipt of results from Health and Welfare.

The cost of this background check shall be borne by EQ Counseling employees.

If the background check shows that the individual has been convicted of a felony crime enumerated in Section 33-1208(1) (f), (g), and (k), and 33-1208(2), Idaho Code, it shall be grounds for the immediate termination of services provided by EQ Counseling through that individual. Even if EQ Counseling does not immediately terminate the individual, if the individual has been convicted of any of the above-enumerated crimes, the individual shall be immediately prohibited from working with students in any capacity with or through MCSD until the MCSD Superintendent can consider whether or not the Board believes that the individual shall be permitted to work with MCSD students. A provider who has undergone a prior criminal history check at the request of this school or any other Idaho Public School District in which the Provider has provided services, within the previous three (3) years, shall not be required to undergo a new criminal history check so long as MCSD is able to obtain the results of the prior criminal history check.

3. 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.

Provider's employees shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of MCSD.

4. SERVICES TO BE RENDERED

Provider shall render the direct services enumerated Item 2, Individual Service Cost Proposals, attached hereto and made a part of this Agreement as if set forth fully herein.

5. 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 requirement mandated by Medicaid.

The Provider shall submit copies of these records to MCSD within ten (10) working days of the date requested.

Upon reasonable notice to the Provider, MCSD shall have the right to review such records at any time during business hours at a location agreed upon by both parties.

6. 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. Provider agrees to adhere to Idaho Code 33-133- Student Data - Use and Limitations and MCSD Policy.

Provider understands that Student Data means data collected and/or reported at the individual student level included in a student's education record. Student Data includes:

- (i) "Student data" includes: (1) state and national assessment results, including information on untested public school students;
- (2) course taking and completion, credits earned and other transcript information;
- (3) course grades and grade point

average; (4) date of birth, grade level and expected graduation date/graduation cohort; (5) degree, diploma credential attainment and other school exit information such as general educational development and drop-out data; (6) attendance and mobility; (7) data required to calculate the federal four (4) year adjusted secondary cohort graduation rate, including sufficient exit information; (8) discipline reports limited to objective information sufficient to produce the federal annual incident reports, children with disabilities disciplinary reports and discipline reports including students involved with firearms; (9) remediation; (10) special education data; (11) demographic data and program participation information; and (12) files, documents, images or data containing a student's educational record that are stored in or transmitted through a cloud computing service.

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 MCSD, without parental consent.

AUTHORIZATION FOR EXCHANGE OF INFORMATION

MCSD, EQ Counseling 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 MCSD and EQ Counseling for the purpose of advancing services provided and for educational purposes.

7. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Section 16-1605 et. seq., Idaho Code and upon reason to believe that a child has been abused, abandoned or neglected or upon observation of the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment or neglect, report, within twenty-four (24) hours such conditions or circumstances to the proper law enforcement agency or the department of Health and Welfare.

Subsequent to any such reporting, EQ Counseling LLC agrees to notify MCSD of the occurrence of the reporting, within twenty-four (24) hours of such event.

8. SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in **Exhibit A** at **agreed upon location and at an agreed upon date/time as per the District provision**, during the MCSD school year and addressing the behavior plan as agreed upon by the IEP Team, unless the

parties have mutually agreed to, *in writing*, a modification of the time and place of delivery of service.

Should an employee fail to provide or demonstrates or displays a pattern of missed sessions, Provider shall immediately notify MCSD of this deficiency and shall work with MCSD to correct the deficiency.

9. COORDINATION OF SERVICES

To facilitate delivery of services, MCSD will provide:

1. Reasonable and prompt notification of meetings and other appointments in which the Provider is expected to participate;
2. Signed parental consent forms, as necessary;
3. Identifying information regarding the client/student and the parent/guardian;
4. Reasonable assistance in facilitating communication between the Provider and student, and other providers and agencies.
5. MCSD will provide copies of behavior logs to EQ Counseling upon request.

10. PRE-AUTHORIZATION OF SERVICES

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

11. COMPENSATION AND BILLING

MCSD shall compensate Provider for the direct services identified in **Exhibit A** at the rate of and not to exceed the Exhibit A 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 MCSD's designee.

MCSD shall pay current District reimbursement rate, per mile, for Provider's mileage between buildings as authorized by MCSD for the term of the Agreement.

Provider will submit a monthly statement of services rendered and will allow time for payment from the date the invoice is submitted to MCSD until the week following Board approval of payment. If requested by MCSD, 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. Costs of services provided for each student

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

12. PROFESSIONAL SERVICE

The services rendered pursuant to this Agreement will be provided by EQ Counseling employees who are licensed or certified to perform the services or are being supervised by a licensed/certified Provider in accordance with applicable professional standards.

- A. All Provider employees providing services pursuant to this Agreement shall maintain appropriate licensure/certification or other such status which entitles the EQ Counseling employee to provide services that are the subject of this Agreement. Should the Provider employee 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 MCSD. Negative action taken against the Provider employee's license, certification or other such authorizing status shall serve as grounds for immediate termination of services provided by this employee.

MCSD shall have the right to seek the return, and take legal action to obtain the return, of any and all fees charged and paid to Provider by MCSD for any time period for which the Provider was legally prohibited from practice, whether by suspended or revoked certification license or for any other lawful reason. Further, MCSD shall have the right to seek the return, and take legal action to obtain the return, of any and all fees charged and paid to Provider by MCSD for any services provided by Provider which are not specified by the IEP and/or any other service not pre-approved by MCSD delegate.

- B. **REQUIRED FOR ALL PROVIDER EMPLOYEES PROVIDING MEDICAID BILLABLE SCHOOL BASED SERVICES,** MCSD shall have the right to seek THE return, and take legal action to obtain the return, of any and all fees charged and paid to Provider by MCSD for any time period for which the Provider did not or was not able to lawfully provide services for which Medicaid reimbursement could be obtained.

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.

MCSD shall have the right to observe services being provided to the students.

13. INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered under this Agreement and/or provided pursuant to this Agreement as well as any failure on the part of the Provider to provide the services which are covered under this Agreement.

Provider shall indemnify and hold harmless MCSD, its agents, insurers and representatives, from any liability, including but not limited to, costs, expenses and attorney fees resulting from the Provider's performance of services under this Agreement.

A. WORKER'S COMPENSATION

Provider is not covered or encompassed under any workman's compensation insurance held by MCSD and Provider shall be solely responsible for having and maintaining appropriate worker's compensation insurance.

B. PROVISION OF PROOF OF INSURANCE

Proof of all applicable Insurance shall be submitted to MCSD within ten (10) days of the date of this Agreement.

14. PROVISION OF DOCUMENTATION TO MCSD

Pursuant to the terms of this Agreement, Provider must provide to MCSD a copy of the Documentation for which there is a checkmark next to the "YES". Such provision must be made within a period of five (5) days after entry into this Agreement, unless otherwise specifically extended, in writing, by the MCSD designee, with such written extension identifying a specific day for the document provision.

- 1. Proof of Liability Insurance Yes No
- 2. Proof of Work Comp Ins. Yes No
- 3. Background Check/License Yes No

Failure of Provider to provide the above-required documentation in the established time limitation shall serve as grounds for immediate termination of this Agreement by MCSD.

15. 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 MCSD's prior written consent.

16. 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 to this Agreement.

17. 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.

18. TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, at all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

19. NON-WAIVER BREACH

The failure of Provider or MCSD 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 evidenced by the prior written consent of Provider or MCSD.

20. NON-DISCRIMINATION

The parties hereby agree that no person shall, on the ground of race, color, creed, national origin, sex, age, disability or any other protected classification, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement

21. 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.

22. ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this 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 enforced 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 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 duly authorized representatives of both parties.

IN WITNESS WHEREOF, this agreement becomes effective as of the date it is signed by both parties.

Board Chairman or Designee
Minidoka County Joint School District

Sandra Hunt, Administrator
EQ Counseling LLC

Date

Date