

SERVICE PROVIDER AGREEMENT

AGREEMENT made this ____ day of _____, 2008, by and between **MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331, MINIDOKA, CASSIA, JEROME and LINCOLN COUNTIES**, of 633 Fremont Avenue, Rupert, Minidoka County, Idaho, hereinafter referred to as "DISTRICT", AND _____ of _____, City of _____, _____ County, Idaho, hereinafter referred to as "PROVIDER".

W I T N E S S E T H:

The parties to this Agreement in consideration of the mutual covenants and stipulations set out agree as follows:

SECTION I SERVICES TO BE PROVIDED

Provider shall provide Behavioral Intervention Services including Psychosocial Rehabilitation (PSR) and/or Intensive Behavior Intervention (IBI) Therapy. Services will be requested as needed by the District and hours shall be determined by Individual Education Plan (IEP) teams in coordination with the District Designee. Therapy shall only be billed during face to face contact with the student. The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed or certified to perform the services 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. Upon reasonable notice, the District shall have the right to review logs, observe services being provided to the students and review any licenses or certifications of the Provider and/or the Provider's employees that are required to perform the contracted services.

SECTION II COMPENSATION

In consideration of the services to be performed by the Provider as outlined in this Agreement, the District shall compensate the Provider at the rate of \$18.00 per hour for PSR and/or \$20.00 per hour for IBI. Travel and training hours will be paid as non-direct hours at the corresponding rate for the term of the Agreement. When allocated therapy occurs at various buildings, mileage will be paid between clients at the prevailing District mileage reimbursement rate. To qualify for compensation, hours and mileage must be allocated and approved by the District Designee at Special Services.

Criteria for reimbursement of services is as follows:

- Billing logs are to be submitted weekly to the billing department at Special Services by Monday 12:00 p.m., or, when school is not in session, logs must be submitted by the next working day at 9:00 a.m. Logs not submitted by the due date and time will be subject to non-payment or an automatic twenty-five (25) percent reduction in reimbursement.
- Logs must be accurate, complete, include all required data, therapy notations, calculations, and be clearly legible to be accepted for billing. While corrections must be made before logs are considered acceptable for reimbursement, if made after the deadline, logs will be subject to the twenty-five (25) percent reduction in reimbursement.
- Logs submitted for reimbursement must meet all District and State Medicaid requirements for school-based services to be considered for reimbursement.

SECTION III PREAUTHORIZATION OF SERVICES

All services rendered by Provider under the terms of this Agreement shall be preauthorized by the District in accordance with federal and state laws and regulations, Medicaid guidelines, local policies and procedures, and professional codes of conduct.

SECTION IV 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 attorneys fees resulting from Provider's performance of the services under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement. The District shall have the right to terminate the contract if such proof is not timely submitted.

Provider shall be familiar with building safety plans and follow emergency procedures. At each building, the Provider is to sign "in" at the front office upon entering a building and "out" when exiting the school building. Provider is to wear identification tags provided by the district.

SECTION V

REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Idaho Code § 16-1601, *et seq.*, and report, within twenty-four (24) hours, any suspected abuse, abandonment, or neglect of a child to the county law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform the District, within twenty-four (24) hours, of such suspicion.

SECTION VI 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.

SECTION VII 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.

SECTION VIII TERMINATION

This Agreement may be terminated by either party at any time for any reason after providing five (5) days written notice of the intent to terminate to the other party.

SECTION IX DEFAULT

Upon default by either party, the non-defaulting party may cancel this Agreement immediately, and upon cancellation by written notice, the non-defaulting party 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.

SECTION X 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.

SECTION XI
NON-WAIVER OF 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 evidenced by the prior written consent of Provider or the District.

SECTION XII
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.

SECTION XIII
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.

SECTION XIV
ATTORNEYS 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, retains or requires additional services of a previously retained attorney to exercise its rights in any litigations (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorneys 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.

SECTION XV
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 at Rupert, Idaho, on the day and year first above written.

MINIDOKA COUNTY JOINT SCHOOL
DISTRICT #331

By _____
Chairman, Board of Trustee

Attest:

Betty Miller, Clerk

NAME
Certified Service Provider