

**Alliance Family Services, Inc.**

**Kimberly School District**

**Independent Contractor Contractual Agreement for CBRS/BI Services**

This Contractual Agreement is entered into between Kimberly School District (hereinafter referred to as District) and Alliance Family Services, 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) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related service to the District Students;

It is hereby agreed by both parties that:

**Duration of Agreement:**

The period of this Contractual Agreement will commence on the 7<sup>th</sup> day of October, 2019 and remain in effect until 1<sup>st</sup> day of August, 2020. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District and Contractor, the Contractual Agreement will be renewed annually.

**Relationship of Parities:**

In the performing services under this Contractual Agreement, Contractor 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 professional services enumerated on the Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

**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 10 ten days of the date requested and will be maintained by Contractor for a period of (7) years from date of services. District has the right to requests records at any time.

**Confidentiality:**

Contractor agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identify and the nature of the services rendered, shall be confidential pursuant to the, Family Educational Records and Privacy Act (FERPA). Contractor and District will also follow the guidelines established in the MOU.

**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, and suspected abuse, abandonment, or neglect of a child to the law enforcement agency of Idaho Department of Health and Welfare and District.

**Service Delivery: Time and Place:**

Contractor shall perform services set forth in Summary of Services, 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 appointments in which the Contractor is invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and parent/guardian; and , 4) assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

**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.

**Consent/ Authorization to Access Educational Records, Information or Protected Health Information:**

District and Contractor shall at all times require the written consent and 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 HIPPA regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

**Professional Services:**

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed 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 assurance 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 required by the Idaho Code 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children.

**Insurance and Liability:**

Contractor will hold and maintain Liability Insurance of 1,000,000/3,000,000 throughout the term of this Contractual Agreement. The District will be liable for all services provided under Contractual Agreement to meet state and federal laws, regulations and guidelines. Contractor will be liable for following the state and federal laws, regulations and guidelines under the direction of the District.

**Assignment:**

This Contractual Agreement shall not be subject to assignment, in whole or in part, by the Contractor or by operation of law, so as to authorize any person other than Contractor, or the 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 will 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. 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 are modified or terminated for a student.

**Default:**

Upon default by either party, the non-defaulting party may cancel this agreement immediately, upon written notice and may pursue any and all available legal, equitable, and other remedies.

**Time of Performance:**

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

**Non-Discrimination:**

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, disability or sexual orientation be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to 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 non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party.

**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 contact the District/Contractor to address concern.
2. If a concern is identified that is related to the quality of services, health or safety, concerns should be taken directly to the District's Program Director or Superintendent and then they should contact Contractor's Management.
3. Concerns will be resolved as a team between the District and the Contractor.

**Compensation/Billing:**

Contractor will submit all billing and statement of services for each month rendered for the previous month on the 1<sup>st</sup> working day of the next month to the District. Payment will be expected by the Contractor by the 15<sup>th</sup> of the month. Each statement of services must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of hours billed d) cost of services provided.

The District agrees to pay the Contractor at a Rate of \$37.46 per hour for individual CBRS/BI/Consulting services provided and an administrative rate of \$30.00 to attend IEP or team meetings approved and assigned by District.

**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 communication between the parties. This Contractual Agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representatives of the parties.

Also included in this Contractual Agreement is the attached Summary of Services.

In Witness Whereof, the parties have executed this Contractual Agreement on this \_\_\_\_\_ day of October, 2019.