

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and;

Whereas, Idaho Code §33-2044 sets forth provisions whereby school districts may provide FAPE to special education students through a contract with an agency.

Therefore, **Pro Active Advantage, LLC** located in Gooding County, and hereafter referred to as the, "Agency" and **Hagerman School District #233**, hereinafter referred to as the "District" agrees to the following for the ~~2019-2020~~ **2021-2022** school year.

- I. The agency agrees to provide special education services in accordance with the following State and Federal laws and regulations: Idaho Administrative Code; Idaho State Board of Education regulations pertaining to special education; the Individuals with Disabilities Education Act, Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Education Rights and Privacy Act, and the HIPAA Privacy Act and the HITECH Security Act. These regulations include, but are not limited to, provisions relating to:
  - a. Free Appropriate Public Education (FAPE)
  - b. Least Restrictive Environment (LRE)
  - c. Personnel that meet the appropriate credentialing standards
  - d. Individualized Education Plan (IEP)
  - e. Parent Participation
  - f. Procedural Safeguards
  - g. Protection in Evaluation Procedures
  - h. Confidentiality of Information
  - i. Non-discrimination on the basis of handicap
- II. Agrees to provide special education and/or training programs for special education students as follows:
  - a. By providing Community Based Rehabilitation Specialists, herein referred to as CBRS, who are certified to work with the population assigned as outlined in the Idaho Administrative Code and PRA Guidelines.
  - b. By providing Credentialed Behavioral Interventionists, herein referred to as BI who have the training, experience and credentials to work with the population assigned as outlined in the Idaho Administrative Code.
- III. Additional related responsibilities to be provided by the Agency include:
  - a. Maintain an Agency Liability Insurance Policy
  - b. Ensure that all employees have Criminal History Background Checks with the Department of Education.
  - c. Participate in Child Study Team meetings where specific assignments will be made.
  - d. Provide within the District's school buildings, adequate and reasonable individual or group services, and assessment services as determined necessary by the IEP.
  - e. Provide, upon request, documentation of credentials (Diplomas, Resumes, Required Certification or Licensure, Praxis Test, Driver's License (, on all contracted personnel assigned to the Hagerman School District.
  - f. Sign in and out of the school office at each visit.
  - g. Adhere to District's schedules, policies and administrative requests.
  - h. Notify building administrator when contracted staff are absent (one day notice if possible).

- i. Submit to the District a weekly invoice for payment of services with necessary professional service detail, activity records and daily notes of student programs (CBRS & BI).
- IV. The Agency further agrees to provide the District the following:
  - a. Other on-going progress reports that the Agency uses to monitor each student's progress toward IEP goals and objectives.
  - b. Verification that the Agency personnel responsible for providing special education and related services meet the highest entry level State standards for the appropriate occupational category.
- V. If the child is no longer receiving services of the Agency for any reason, the District shall inform the Agency and the obligation of the District to pay for the child's special education/training program shall terminate.
- VI. The Agency and the District agree to comply and abide by all pertinent statutes of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference incorporated in and made a part of this Contract as though set forth therein.
- VII. The District assures that they have placed students in the Agency's program only after having conducted an Individualized Education Plan (IEP) team meeting (with the participation of the Agency) to develop an IEP.

#### Hagerman School District will:

- I. Hold the necessary Child Study Team meeting to write the IEP containing the necessary documentation, goals and objectives needed to provide the outlined services.
- II. Meet regularly with the Pro Active staff and Administrator to assess progress, validity, and continuation of specified services.
- III. The Hagerman School District, through its Board of Trustees, shall arrange appropriate payment to Pro Active Advantage, monthly for all services rendered as follows:

\*Note: (These rates are based on Medicaid Rate changes that went into effect 7-1-2019)

| Code  | Modifier | Description             | Position              | Credential | Type       | SB Rate/Unit | Time/Unit   | Contract/Hr |
|-------|----------|-------------------------|-----------------------|------------|------------|--------------|-------------|-------------|
| 96152 | HM       | Behavioral Intervention | Para                  | Praxis/32  | Individual | \$7.26       | 15 min Unit | \$ 17.00    |
| 96152 | HN       | Behavioral Intervention | IS/BI                 | BS or BA   | Individual | \$12.91      | 15 min Unit | \$ 34.00    |
| 96152 | HO       | Behavioral Intervention | Professional          | MS         | Individual | \$17.80      | 15 min Unit | \$ 46.00    |
| 82017 |          | CBRS                    | CFRP or 30 mo. waiver | BS or BA   | Individual | \$13.63      | 15 min Unit | \$ 35.00    |

- IV. The District agrees to pay the Agency upon submission of a weekly invoice for all services rendered by contracted staff regardless of Medicaid eligibility or funding source. All payments for services rendered by the Agency are expected within 2 weeks of service, with remittance not to exceed 30 days.
- V. Other contractual arrangements include:
  - a. The Agency is willing to coordinate access to Pro Active Advantage's Electronic Health Record, herein known as BestNotes© for the management of documentation related to the services the Agency provides to the District.
- VI. This Agreement may be terminated by the mutual consent of all parties. Upon termination, the Agency shall stop services. The Agency shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.



In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

2021-2022

Signature Page for 2019-2020 Contract between Pro Active Advantage, LLC and Hagerman School District #233.

Representative for the District:

\_\_\_\_\_  
Signature of School Representative

\_\_\_\_\_  
Title of School Representative

Signed this Date: \_\_\_\_\_

Representative for the Agency:

  
\_\_\_\_\_  
Signature of Agency Representative

*Contracts Monitor / HR Manager*  
\_\_\_\_\_  
Title of Agency Representative

Signed this Date: 05/19/2021