

Contract for School Psychologist Services
Legacy Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Legacy Charter School beginning July 1, 2019 and ending June 30, 2020 with automatic renewal unless either party terminates the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

Provider agrees to provide the following services as an independent contractor:


1. To provide the Charter School with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the charter school within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter School and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter school agree to:

1. Pay for services at the rate of \$95.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver Title: School Psychologist Date: 08.21.19

Name:  Title: School Psychologist Date: 8/22/19



PRIVATE SERVICE PROVIDER CONTRACTUAL AGREEMENT

This Contractual Agreement is entered into between Legacy Charter School (hereinafter referred to as "District") and The Lilypad, LLC (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) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.09.850 through 859;

Whereas, the Contractor is duly licensed or otherwise qualified and able to provide related services to the District's students, as required by IDAPA 16.03.09.850; and

Whereas, the Contractor, or any employees of Contractor who shall perform any direct service delivery, under this Agreement, shall at all times pertinent meet the requirements of IDAPA 16.03.09.854;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the 12th day of August 2019 and remain in effect until the 12th day of June 2020, unless terminated earlier. This Agreement is contingent upon the availability of funds of 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, 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 RENDER:

Relative to individual students, Contractor shall render the professional services consistent with IDAPA 16.03.09.850 through 859 as enumerated in the Summary of Services, attached hereto and made a part of Agreement as if set forth fully herein, and as stated in the IEP or other service plan for individual students served as shall be amended from time to time.

SERVICE DELIVERY: TIME AND PLACE:

Contractor shall perform services set forth in Summary of Services at the District's school campus or on other school premises and consistent with IDAPA 16.03.09.850.02 each Monday through Friday during the school year or as noted in the IEP.

SERVICE SUPERVISION:

District will be responsible for supervision of contracted staff, including observation, instruction, and adherence to district policy. District will provide the required paperwork, forms, and/or templates for documentation of direct services.

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 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 Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor 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.

COMPENSATION/BILLING:

The District shall compensate Contractor for the direct services identified on the attached Idaho School Based Medicaid Program Reimbursement Rate, at the rate of the amount per unit (less the district's processing fee of 7%) for approved units (1 unit = 15 minutes), in an amount not to exceed the minutes identified on the student's IEP services page and Statement of Service Delivery for the term of the Contractual Agreement. If at any time during this contract period the state funding rate is increased or decreased due to stimulus funding, the reimbursement rate will reflect such change.

Contractor will submit, by the 10th of each month, a statement of services rendered for the prior month. Each 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 units spent in providing professional services; and d) cost of services provided.

Contractor shall *not* directly bill Medicaid or any other third-party payers for services provided pursuant to this Agreement.

ASSIGNMENT:

This Agreement shall not be subject to assignment, in whole or in part, by Contractor or by operation of law, so as to authorize any person other than Contractor, or Contractor's employees, to assume the duties subject to this Agreement without the District's prior written consent.

AMENDMENT:

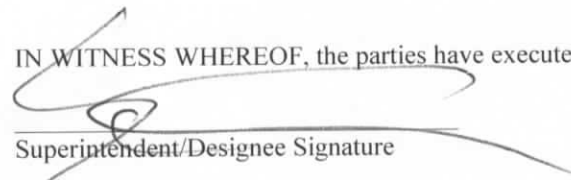
This Agreement may be amended at any time with the prior written consent of both parties. Any and all amendments to this Agreement shall be in writing.

TERMINATION:

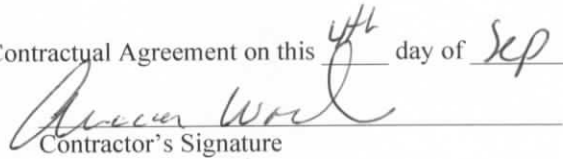
This Agreement may be terminated without cause by either party within thirty (30) days after providing written notice of the intent to terminate to the other party.

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 to this Agreement are modified or terminated for a student.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this 4th day of sep, 2019



Superintendent/Designee Signature



Contractor's Signature

Lilypad

Agency

168 McClure Ave.
ampa ID 83051

Address

Contractor will comply with the district/school operational procedures and will fulfill the following responsibilities:

- Sign in and out of school office each visit - provide proper identification.
- Must wear a picture Identification and /or obtain a visitor's identification badge from the school at the time of each visit.
- Must wear appropriate clothing in accordance with school policy.
- Adhere to set schedule - arrive and leave on time.
- Notify building administrator if you will be absent (one day notice if possible).
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be familiar with emergency procedures of the school.
- Do not violate the right of privacy of any student by using any information randomly obtained by observing other students as service reference to make contact with parents to sell or contract them to services from your agency.
- The special education teacher and/or general education teacher is the instructional leader in the classroom. At no time should a service provider assume that their judgment for instructional implementation or supervision of an individual/class can supersede the teacher or school staff member.
- Notify the district/school of any staffing changes within the agency that relates to the services indicated on this agreement.
- Be cooperative when resolving conflicts with school/district staff.

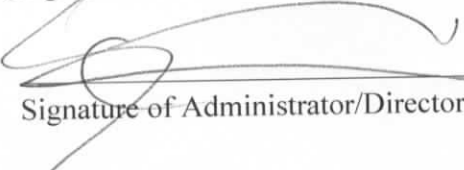
School/District responsibilities include:

- Respect the rights of contractor.
- Provided information regarding the procedures and schedule of the school.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's MDT and/or IEP team meetings, with parental approval.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be cooperative when resolving conflicts between contractor and school staff.

The above items are not to be construed as all inclusive. Any concerns will be addressed according to the Dispute Resolution item in the Agreement.


Signature of Contractor's Representative

9/4/19
Date


Signature of Administrator/Director of Special Ed

9/5/19
Date