

**MEMORANDUM OF AGREEMENT**  
**ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS**  
**TO ENROLL AND ATTEND LIBERTY CHARTER SCHOOL**

WHEREAS, Liberty Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Liberty Charter School and Legacy Charter School operate at Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Liberty Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, now the governing boards of Liberty Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Liberty Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, the governing boards of Liberty Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Liberty Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years and has successfully completed the eighth (8<sup>th</sup>) grade shall receive a first priority admissions preference (after Liberty's preferences, ie. Liberty siblings) as a student seeking to transfer from Legacy Charter School to Liberty Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Liberty Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years and has successfully completed the eighth (8th) grade shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Liberty Charter School, for the next successive grade level; and

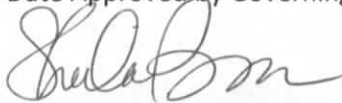
FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Liberty Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and

FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

Date Approved by Governing Board: 5/12/16



Governing Board Chair

Liberty Charter School

Signature Date: 5/12/16

Date Approve by Governing Board: 5-19-16



Governing Board Chair

Legacy Charter School

Signature Date: 5-19-16

## MEMORANDUM OF AGREEMENT

### ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS TO ENROLL AND ATTEND VICTORY CHARTER SCHOOL

WHEREAS, Victory Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Victory Charter School and Legacy Charter School operate at Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Victory Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, now the governing boards of Victory Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years and has successfully completed the eighth (8<sup>th</sup>) grade shall receive a first priority admissions preference (after Liberty's preferences, ie. Liberty siblings) as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years and has successfully completed the eighth (8th) grade shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and


FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Victory Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and

FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.


Date Approved by Governing Board: 5-24-2016



Governing Board Chair  
Victory Charter School

Signature Date: \_\_\_\_\_

Date Approve by Governing Board: 5-19-16



Governing Board Chair  
Legacy Charter School

Signature Date: 5-19-16

## CONTRACT FOR DUAL ENROLLMENT

2019-2020 School Year

**THIS CONTRACT** is made and entered into this 20 day of June 2019, by and between **NAMPA SCHOOL DISTRICT NO. 131**, hereinafter referred to as “**Nampa District**”, and “**LEGACY CHARTER SCHOOL**”, hereinafter referred to as “**Legacy Charter**”, collectively referred to in this Contract as “**Parties**”.

The parties covenant and agree as follows:

1. To be eligible for a student to be dual enrolled in a curriculum (academic) or extra-curricular activity (hereinafter collectively referred to as “**Program**”), there must be available room or a space for that student in that Program. If any specific Program reaches a maximum enrollment for that Program, priority for enrollment will be given to a full-time student enrolled in a school of Nampa District.

2. Legacy Charter agrees to be bound by Nampa District Board Policy and Administrative Rules and Regulations governing dual enrollment in effect as of the date of this Contract.

3. The reimbursement of costs to be paid by Legacy Charter for its/their students enrolled in a Program provided by Nampa District are set forth in Attachment B, incorporated herein in full by reference, and are accepted by Legacy Charter.

4. All students eligible for dual enrollment will be required to make application for entrance to a Program of Nampa District. (See Attachment A)

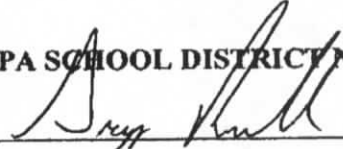
5. Reimbursements for costs of dual enrollment to Nampa District shall be by billing to Legacy Charter at the end of the first semester for first semester classes and fall sports and on or before May 31, 2020 for second semester classes and winter and spring sports. Payment is to be made within thirty (30) days of date of billing.

6. This Contract shall be in full force and effect for the school year 2019-2020 and will terminate July 1, 2020.

7. The provisions and stipulations of this Contract shall inure to and bind the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

**NAMPA SCHOOL DISTRICT NO. 131**

By: 

Its: Ass. Superintendent

**LEGACY CHARTER SCHOOL**

By: 

Its: Board Chairman

Nampa School District  
Application for Dual Enrollment  
Curricular/Extra-Curricular Activities  
2019-2020

Charter School Student

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City Zip

Parent/Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Email Address: \_\_\_\_\_

Charter School Attending: \_\_\_\_\_

Nampa District School Applying To: \_\_\_\_\_ Grade: \_\_\_\_\_

Class(es) or Program(s) Applying for: \_\_\_\_\_

*Please Note: The student is not approved for attendance or participation until this form is fully signed and proof of address is verified. Any fees for participation are the responsibility of the student's charter school. We can only accept applications from students whose charter school has a signed agreement on file with the Nampa School District to pay fees associated with this student's enrollment/participation.*

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Student: \_\_\_\_\_ Date: \_\_\_\_\_

Referring School Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

NSD District Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR NSD OFFICE USE ONLY:**

Address verification must be provided with this application. A utility bill less than 30 days old, a utility hookup receipt, a rental/lease agreement or a purchase agreement are acceptable as proof of address.

Address Verified by NSD Staff: \_\_\_\_\_ Date: \_\_\_\_\_

School notified of dual enrollment approval: \_\_\_\_\_ Date: \_\_\_\_\_

# Nampa School District

## Reimbursement Costs Per Student for Public Schools Choosing Not to Share Average Daily Attendance for the 2019-2020 School Year

### Academic Participation

Reimbursement costs for academic courses are based on the monthly per capita cost incurred by the Nampa School District. This cost is published by the Idaho Department of Education and is the foundation to establish tuition rates to be charged for curricular participation for the 2019-2020 school year. **Please note that this schedule will be updated when new tuition costs are received from the State Department of Education.**

The monthly per capita cost for an **elementary** student is **\$482.34**. Elementary tuition will be prorated based on the portion of the day the student attends.

The monthly per capita cost for a **secondary** student is **\$612.45**. At the secondary level, the semester charges are calculated by multiplying the per capita amount by 9 months, dividing by the number of classes offered, then dividing by two.

In grades 6-12, a student may take up to eight classes, so the fixed amount per class will be **\$344.50** per semester ( $612.45 \times 9 \text{ months} / 8 \text{ classes} / 2 \text{ semesters}$ ).

The reimbursement costs for academic participation cover costs paid by NSD including teacher salaries and benefits, textbooks/curriculum purchases, class supplies and building costs.

### Extra-Curricular Participation

Category	Activity	Cost
High School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Dance Team, Soccer, Golf	\$460.00
High School Non Cut Sports	Track, Tennis, Cross Country, Wrestling, Football, Swim Team	\$360.00
Middle School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Soccer, Golf	\$175.00
Middle School Non Cut Sports	Track, Tennis, Cross Country, Wrestling, Football	\$175.00
All Non-Athletic Extra Curricular Activities	Middle and High School Activities	\$300.00

**Note: *Marching Band and Color Guard are one-semester academic courses and students must enroll in those courses to participate.***

The reimbursement costs for extra-curricular participation include use of school uniforms (other than those included in Spirit Packs), coaches' salaries, bus transportation to and from competitions and facility expenses. These fees are refundable if the student is cut from the team due to space availability.

Transportation Fees and Activity Card Fees are paid by the athlete at the school level and are not included within the fees listed above.



# GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

This Agreement is made by and between Compliance Services Association, Inc., an Idaho General NON-Profit corporation, located at 6003 W Overland Rd, Suite 201, Boise, ID 83709, hereinafter referred to as CSA, and Legacy Charter School, located at 4015 S. Legacy Way, Nampa, ID, hereinafter referred to as the SCHOOL DISTRICT.

WHEREAS, CSA is an Idaho NON-Profit corporation organized to provide COMPLIANT MEDICAID administration to Idaho schools, and has developed a complete COMPLIANT MEDICAID administration program which provides Idaho school districts with training, administrative, consultative, statistical, audit services, and a guarantee of compliance;

WHEREAS, the SCHOOL DISTRICT wishes to obtain, and CSA wishes to furnish these COMPLIANT MEDICAID administration services;

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

1. The term of the Agreement shall be from **August 1, 2017 to July 31, 2022.**
2. CSA will provide COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment A) document attached.
3. The SCHOOL DISTRICT agrees to perform the COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment B) document attached.
4. As consideration for the provision of said services, the SCHOOL DISTRICT shall pay CSA an administration fee for all MEDICAID reimbursements received either by direct deposit, checks, or when payment is made available to the SCHOOL DISTRICT by the Idaho Department of Health & Welfare pending match payment.

## GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

- a) The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.
- b) The guarantee is reflected in a service level agreement and will include (Attachment A – Attachment B);
- Idaho DHW School-Based Services Medicaid Program compliance.
  - IEP monitoring for guaranteed NO Additional audit penalties paid from SCHOOL DISTRICT funds for SBS Medicaid billing audits. CSA will credit all administration fees associated with any recouped amounts. No guarantee for IDEA compliance.
  - iTrackIEP software and iTrackLOGS. **NO OVERBILLING** (Must "Opt IN")
  - Physician referral. (Must "Opt IN")

GUARANTEE WILL NOT INCLUDE:

- Monitoring of IDEA qualifying documentation, services provided, or documentation of services provided in schools.
- Monitoring of "no school" days or student absent days.
- Monitoring of; hiring, qualifications and/or Medicaid exclusion list, of providers of services in schools.
- Monitoring of; Parental notification/approval to bill or Primary Care Physician notifications.

Added Value (No Charge) Services provided in this agreement;

<i>(Check one box, each line)</i>	"Opt IN"	"Opt OUT"
Assisting with obtaining Signed Physician referrals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of iTrackIEP (Attachment D) – iTrackLOGS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- c) The Administrative Fee Table is as follows:

- **See Attachment E**

5. The parties herein covenant and agree to review the **Idaho Medicaid Provider Handbook, Rehabilitative and Health Related Service** and both parties herein covenant and agree to abide by the terms contained therein and subsequent orders and or directions as the Idaho Department of Health and Welfare shall

## **GUARANTEED SCHOOL-BASED COMPLIANCE**

### **MEDICAID ADMINISTRATION AGREEMENT**

provide in reference to the Idaho Medicaid Provider Handbook. Both parties herein acknowledge that they have a current copy of the above referenced handbook in their possession.

6. Both parties herein acknowledge and agree that the information as submitted by CSA to the Idaho Department of Health and Welfare is information provided to CSA from the SCHOOL DISTRICT through the IEP's and physician referrals. Any errors or omissions for services or billing documentation of those services provided in schools, whether or not reflected on the IEP or physician referral, may result in overpayment or underpayment, therein may affect and cause Medicaid adjustments. SCHOOL DISTRICT acknowledges that the accuracy of any Medicaid billings submitted by CSA are dependent on the accuracy of information provided to CSA by SCHOOL DISTRICT. CSA does not and will not guarantee errors or omissions for providing documented services or the billing documentation of those services. For services provided, documentation of those services and IDEA compliance, SCHOOL DISTRICT releases and holds harmless CSA, its officers and agents, from any and all liability to the Idaho Department of Health and Welfare, Medicaid or any other governmental or private person or entity for any overpayments, adjustments, demands for repayment, interest, penalties of other claims of any sort related to any services provided by CSA, including without limitation any Medicaid billings submitted by CSA or SCHOOL DISTRICT.
7. The SCHOOL DISTRICT herein acknowledges and agrees that CSA is providing a service to the SCHOOL DISTRICT that is specialized and that in the implementation of this service CSA has trained SCHOOL DISTRICT agents and has provided SCHOOL DISTRICT agents with proprietary knowledge and information that said agents would not otherwise obtain. Therefore, SCHOOL DISTRICT herein acknowledges and agrees that during the term of this agreement the SCHOOL DISTRICT or its agents will not use, consult with, hire, retain, or otherwise cause any agent of SCHOOL DISTRICT, be it a SCHOOL DISTRICT employee, agent or independent contractor, or any other person or entity, to submit Medicaid billings or otherwise compete with the services as provided by CSA to SCHOOL DISTRICT and SCHOOL DISTRICT will not independently submit claims to Medicaid or cause an agent or any other person or entity to submit such claims, and shall not circumvent CSA in any other fashion, directly or indirectly. SCHOOL DISTRICT further agrees that it will not disclose any proprietary or other information provided to it by CSA to any other person or entity, will only allow such use of such information by its agents as necessary to perform the terms of this agreement, and will return all copies of any such information to CSA at the termination of this agreement. SCHOOL DISTRICT agrees that in the case of any attempt to terminate this agreement before the end of the term, or any submission of any Medicaid billing(s) performed by SCHOOL DISTRICT or any other person or entity on its behalf,

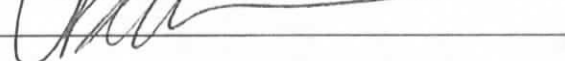
**GUARANTEED SCHOOL-BASED COMPLIANCE  
MEDICAID ADMINISTRATION AGREEMENT**

SCHOOL DISTRICT shall account for all such submissions and shall owe CSA the above-stated (Section 4(c)) administrative fee for all such submissions. SCHOOL DISTRICT also acknowledges and agrees not to disclose specialized information and knowledge learned through CSA, to other school districts or their agents, or any other person or entity, via written or verbal communications. Such disclosure is a material breach of this agreement.

8. SCHOOL DISTRICT, by executing this agreement, warrants that the person signing this agreement has the authority to do so, so as to bind SCHOOL DISTRICT to its terms, and that all necessary meetings, approvals, authorizations, votes and other matters necessary to make this a valid and enforceable agreement binding SCHOOL DISTRICT have been completed, finalized and performed.
9. This agreement represents the entire agreement of the parties and can be modified only by a writing signed by both parties. No prior verbal promises or agreements not contained herein are valid. This agreement shall be interpreted and enforced under the laws of the State of Idaho. In the event of litigation arising out of an alleged breach of this agreement, the prevailing party shall be entitled to costs and attorney fees incurred.

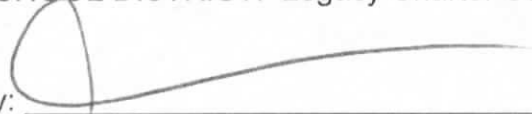
IN WITNESS THEREOF, the parties have signed this Agreement.

CSA: Compliance Services Association, Inc.

By:   
Celeste Blackburn, SBS Program Director

Date: 6/5/17

SCHOOL DISTRICT: Legacy Charter School

By: 

Date: 6/5/17

Print: Erica Gerber

(Duly Authorized Agent)

# GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

## Attachment A

### Summary of Guaranteed school-based compliance Medicaid Administrative Services

As the guaranteeing consulting and billing agent CSA agrees to adhere to all rules and regulations that govern the submitting of claims under the Rules and Regulations that govern the school-based *Rehabilitative and Health Related Services Program*.

**Below is a list of services and responsibilities that CSA agrees to deliver:**

- Guaranteed School-based services Medicaid compliance, administrative, consulting, audit services, to the SCHOOL DISTRICT. Guarantee based on information documented on the IEP and Physician referral. CSA will pay all additional audit penalties resulting in SBS Medicaid billing audits and credit all administration fees for the recouped amount. Excluding actual recoupments. No guarantee for IDEA compliance.
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with the *Rehabilitative and Health Related Services Program*
- Assistance with research and eventual identification of the SCHOOL DISTRICT Medicaid eligible population
- Reasonable efforts in securing physician's referrals (Attachment C)
- Upon request, on-site and web training and instruction for Administrators, health-related professionals, paraprofessionals, and aides
- Guaranteed, Accurate, dependable, and confidential Billing Process. Tracking and Reconciliation of all submitted claims
- Access to online service delivery software and Administrative reporting tools
- Customized reports showing the status of all Medicaid transactions and reimbursements
- Data warehousing and digital archival of School District billing information, submitted claims, service records, adjustment details, and audit information
- Assistance in Audit Readiness preparation and facilitation to ensure proper procedure and compliance; Interface with the Department of Health and Welfare as appropriate for audit findings

# GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

## Attachment B

### School District Responsibilities

As the Provider of Record, the SCHOOL DISTRICT agrees to provide information to CSA that adheres to all Rules and Regulations that govern the **School-based Rehabilitative and Health Related Services Program**. Below is a list of services and responsibilities that the SCHOOL DISTRICT agrees to perform:

**The SCHOOL DISTRICT is responsible for the following:**

- Insure that; One time Parental consents are signed, Primary Care physician notifications requirements are met, students qualify for services listed on the IEP, all services listed on the IEP and Physician referrals are performed and documented by qualified personnel, that all services and documentation is in accordance with IDEA, and that the compliant billing documentation is accurate with the documented services listed on the IEP and Physician referrals.
- Insure that qualified personnel complete and submit timely and accurate; IEP cover page and service page, amendments, service delivery logs (records) that meet Medicaid requirements for documenting service delivery and for which the SCHOOL DISTRICT is seeking reimbursement and to submit such records to CSA via paper claims or web-based software provided by CSA, so that CSA may provide timely and accurate Medicaid claims and reporting for the district.
- Insure that certifications and licensures of all practitioners are accurate and up-to-date. Insure that all practitioners submitting claims are not disqualified to do so by the Department of Health & Welfare or the Center for Medicare and Medicaid Services (CMS). Maintain necessary paperwork related to certifications, licensures, etc. of all qualified staff including contracted services for whose services the SCHOOL DISTRICT is seeking reimbursement
- Maintain all Individual Education Programs (IEPs) according to *Rehabilitative and Health Related Services* program guidelines for all services for which the SCHOOL DISTRICT is seeking Medicaid reimbursement. Provide CSA with the IEP cover page and service page and amendments.
- Maintain on file and provide CSA with copies of all recommendations or referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT is seeking reimbursement.

# **GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT**

## **Attachment C**

### **Physicians Referral**

In the event that the SCHOOL DISTRICT does "Opt IN" to have CSA provide assistance in obtaining physician referrals as part of the contractual arrangement the following applies:

- CSA will monitor physician referrals for all students for which the SCHOOL DISTRICT is submitting Medicaid claims. No claims will be submitted without insuring that a timely referral has been obtained by the SCHOOL DISTRICT for the services identified in the student's IEP. CSA will coordinate the referral process with the SCHOOL DISTRICT and make reasonable efforts to obtain a referral on behalf of the SCHOOL DISTRICT.
- When CSA has exhausted reasonable means, CSA will notify the SCHOOL DISTRICT of the names of the students for whom a referral was not obtained along with the reason why.
- CSA will maintain and archive referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT seeks reimbursement.

## **Attachment D**

### **iTrackIEP Software Solution**

- No cost to SCHOOL DISTRICT. iTrackIEP cost are limited to the state reimbursement amount for IEP software, Free data storage, Free updates, Free training, Free form creation and upgrades.
- CSA, Inc. utilizes "proprietary software" and its accompanying database system for processing, storing, and retrieving all Medicaid Billing Records. This system has been optimized for the Idaho Medicaid school-based services program, including data collection and electronic transmission requirements, and provides accurate billing services to participating Idaho School Districts.

**GUARANTEED SCHOOL-BASED COMPLIANCE  
MEDICAID ADMINISTRATION AGREEMENT**

**Attachment E**

**Administration Fee Table**

**Combined Percentage (Aggregate) Not Shown**

If the Federal reimbursement share is;

		1 Year	3 Year	5 Year
Tier 1	\$0 - \$500,000	14%	12%	10%
Tier 2	\$500,001 - \$1,000,000	13%	11%	9%
Tier 3	\$1,000,001 - \$1,500,000	12%	10%	8%
Tier 4	\$1,500,001 - \$2,000,000	11%	9%	7%
Tier 5	\$2,000,001 - \$2,500,000	10%	8%	6%
Tier 6	\$2,500,001 - \$3,000,000	9%	7%	5%
Tier 7	\$3,000,001 - \$3,500,000	8%	6%	4%
Tier 8	\$3,500,001 - \$4,000,000+	7%	5%	3%



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 August 1<sup>st</sup>, 2017 and ending June 30, 2018 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.


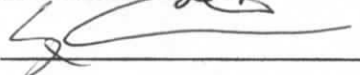
Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter Schools 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 schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools agrees to:

1. Pay for services at the rate of \$85.00 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: 5/17/17  
Name:  Title: Administrator Date: 8/1/17

## Agreement For Services

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between Lenzi Occupational Therapy Services (hereinafter referred to as "Provider") and Legacy Charter School (hereinafter referred to LCS).

### Recital

Whereas, Provider provides occupational therapy services, and  
Whereas, LCS desires to contract for such occupational therapy services, by retaining the Provider as an independent contractor.

Now therefore, in exchange for the provision of such occupational therapy services, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and LCS hereby covenant and agree as follows:

#### 1. Provider agrees:

- 1.1 To provide LCS with Occupational therapy services through the utilization of qualified, certifies and/or licensed therapist.
- 1.2 To provide screenings, evaluation, and treatment for individuals and/or group clients.
- 1.3 To provide a monthly statement based on a fee of \$85 per hour for services provided by an Occupational Therapist for travel, treatment, and paperwork to maintain
- 1.4 To maintain the necessary records as required by LCS.
- 1.5 To provide administrative services necessary for the completion of required reports and records.
- 1.6 To participate in meetings and" staffing" as necessary.
- 1.7 To provide materials (e.g., diagnostic, therapy) necessary for management.
- 1.8 To provide proof of liability, malpractice and worker's compensation insurance.

#### LCS agrees:

- 2.1 That the service rates as set forth above are reasonable and LCS agrees to the payment of such rates for services provided. Furthermore, LCS agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments as the rate of one (1%) per month for each statement past due.
- 2.2 To provide adequate space in which therapy can be delivered in accordance with program philosophy.
- 2.3 To make records of students available to professional therapy staff members as necessary to provide services.

### 3. Other Terms

3.1 The terms of this Agreement shall begin on August 13, 2018 and cease on June 30, 2019, with automatic renewal unless either party terminated the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

3.2. LCS agrees to retain all required records for provision of services contemplated herein for a period of three (3) years or the length required by law whichever is more.

3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 5<sup>th</sup> day of September, 2018.

Legacy Charter School

By: 

(Print Name):

Peter McRnight

Lenzi Occupational Therapy  
Services

By: 

Kendra Lenzi, Manager and member