

**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

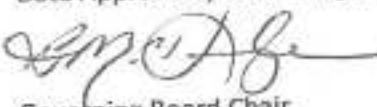
FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

Date Approved by Governing Board: 5-24-14

  
Governing Board Chair  
Victory Charter School

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

Date Approve by Governing Board: 5-19-14

  
Governing Board Chair  
Legacy Charter School

Signature Date: 5-19-14

## Amended and Restated Agreement

This Amended and Restated Agreement (the "Agreement") is effective July 26, 2016.

**BETWEEN:** Victory Charter School, Inc. (the "School"), a charter school organized and existing under the laws of the State of Idaho, with its head office located at:

9779 Kris Jensen Way  
Nampa, ID 83686

**AND:** BMed, Inc. ("BMed"), a corporation organized and existing under the laws of the State of Idaho, with its head office located at:

BMed, Inc.  
2422 12th Ave Road, #356  
Nampa, Idaho 83686-6300

WHEREAS the School operates a Harbor School Method™ charter school (the "Program");

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, owns the copyright and has knowledge and expertise in the area of establishing, developing, operating and managing Harbor School Method™ charter schools;

WHEREAS the School wants to continue the Harbor School Method™ and considers that BMed's expertise will enable the School to successfully operate its Program and ensure it meets all of the qualifications and requirements necessary to operate as a Harbor School Method™ charter school;

WHEREAS BMed has represented to the School that it shall, during the term of this Agreement be primarily responsible for the provision of the services to be provided hereunder;

WHEREAS the School wishes to engage BMed to provide the Harbor School Method™ to the School on the terms and conditions set out below, to assure that such method is properly and consistently implemented, and BMed is prepared to enter into the present Agreement with the School.

WHEREAS, the parties desire to clarify that the annual fees hereunder have always been intended to be fixed annual fees of \$15,000 and that said \$15,000 fixed amount has been paid each year by the School to BMed since the date of the original Agreement; and

WHEREAS, the parties further desire to clarify that the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the assistance and review by BMed to assure that such educational method is properly implemented.

WHEREAS the School and BMed are parties to an agreement dated June 1, 2012 and amended on March 26, 2013 and desire to amend and restate the terms of that agreement in their entirety as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. ENGAGEMENT

The School hereby engages BMed to provide consultation, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in the Agreement and such services as may, from time to time, be requested by the School. Such services shall be provided by BMed and through such other agents and supervisors as may be named by BMed.

#### 2. TERMS AND RENEWAL

2.1 The terms of the Agreement shall run until June 30, 2021, being not later than 5 years from the date of this agreement unless sooner terminated or subsequently continued in accordance with the terms and conditions of the Agreement.

2.2 BMed may offer to renew this Agreement in accordance with the terms and conditions hereof for further periods of five (5) years each by giving notice in writing to the School not later than two (2) months prior to the expiration of this Agreement or the renewal thereof. Such notice shall include BMed's proposal for any changes in terms or conditions of this Agreement. The School shall communicate its acceptance of such offer by giving notice in writing thereof to BMed no later than two (2) weeks after receipt of the said offer. Any proposed changes in the service fees or other terms and conditions shall be agreed upon in writing between the parties.

2.3 Failing such renewal and acceptance thereof, this Agreement shall terminate at the end of the term or of the renewal term, as the case may be, without further notice.

#### 3. FEES AND PAYMENTS

3.1 BMed shall be paid a fee for its services for each subsequent year. An invoice for such fee shall be submitted on or before July 1 of each year to the School's Governing Board and shall be a fixed fee of \$15,000.00 per year for the balance of this Agreement which is the same annual fee that has been charged since the inception of this Agreement.

#### 4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BMED

BMed's rights, duties and responsibilities towards the School shall include, but not be limited to the following services and actions to assure that the Harbor School Method™ is properly followed:

- Review all emails from the Administrator(s) to board members, staff, and parents;
- Provide input, guidance and training that is consistent with the Harbor School Method™ to School administrator(s) on personnel, parent and student issues as those issues occur;

- Review and advise on projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and advise on School purchases;
- Review and advise on staff evaluations, including related pay increases and/or raises prior to their submission by the School's Governing Board for board approval;
- Conduct random onsite evaluations and reviews at BMed's discretion;
- Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation. A copy of the Harbor School Method™ criteria is attached to this Agreement as Exhibit A.

## 5. DEFAULT AND TERMINATION

5.1 The School shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:

- (a) The School becomes insolvent and/or the School's charter is revoked;
- (b) The School fails, refuses or neglects to promptly pay any monies owing BMed when due under this Agreement.
- (c) BMed in its discretion determines that the School has failed to properly follow the Harbor School Method™

5.2 BMed shall be deemed to be in default under this Agreement at the occurrence of any of the following events:

- BMed fails, refuses or neglects to promptly perform any obligations owing to the School under this Agreement.

5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to immediately terminate this Agreement.

5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor Method School™, will have no right to use the Harbor School Method™ and shall remove the Harbor School Method™ designation from all materials, including but not limited to, curriculum, web sites, advertising materials, and charter school documents.

## 6. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMed, Inc., becomes incapacitated for any reason or in the event of her death, Seth C. Stallcop will succeed her as President and this Agreement and all of the provisions will continue to be binding upon the parties.

## 7. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

7.1 It is understood and agreed to and acknowledged by the Parties that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to constitute a joint venture or any other type of

partnership.

- 7.2 The School agrees to hold BMed harmless from any liability under any contract entered into with any third party relating to this Agreement, and to reimburse BMed the amount of any expense that BMed may make or incur in connection with such contracts.
- 7.3 The School further undertakes to Indemnify and hold harmless BMed from any claim made by any person for any relief whatsoever whether or not arising out of any act or omission of BMed or any person acting under its supervision, whether or not the claim is well-founded.

## 8. SEVERABILITY AND CONSTRUCTION

- 8.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Agreement shall be considered severable, and if, for any reason whatsoever, any article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provision of this Agreement, and the latter shall continue to be given full force and effect by the parties and construed as if such invalid, illegal or unenforceable article, term, condition were omitted.
- 8.2 All captions, titles, headings and article numbers herein have been inserted solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provision hereof, nor to limit the scope of the provision to which they refer.
- 8.3 All reference herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.
- 8.4 This Agreement constitutes the entire, full and complete Agreement between the School and BMed concerning the subject matter hereof, and shall supersede all other agreements, no other representations having induced the School to execute this agreement. No amendment, change or variance of the Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them or their respective authorized employees, officer, or agents in writing.

## 9. WAIVER

No failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of the Agreement. In particular, no acceptance by BMed of any payments due to it hereunder shall

be deemed to be a waiver by BMed of any preceding breach by the School of any of the terms, conditions or provision of this Agreement.

10. NOTICES

Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the following addresses unless and until a different address has been designated by notice in writing to the other party:

Victory Charter School, Inc.  
9779 Kris Jensen Way  
Nampa, ID 83686

BMED, Inc.  
2422 12th Ave Road, #356  
Nampa, Idaho 83686-6300

11. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, which law shall prevail in the event of any conflict of parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

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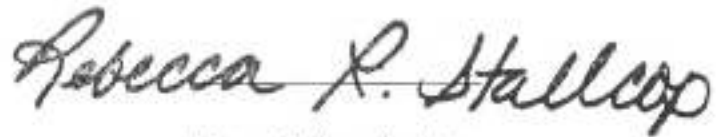
VICTORY CHARTER SCHOOL, INC.

BMED, INC.



Leslie Mauldin

Victory Charter School Governing Board



Rebecca Stallcop, President

BMed, Inc.

EXHIBIT A

Harbor School Method<sup>TM</sup> Criteria

(attached)

## 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 Victory Charter School #451, located at 9779 Kris Jensen Ln., 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;

*(Check one box, each line)*

	"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.

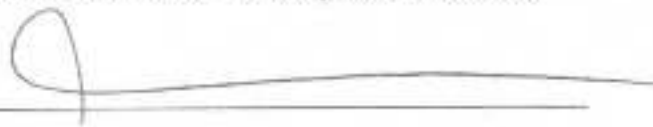
CSA: Compliance Services Association, Inc.

By: 

Date: 6/5/17

Celeste Blackburn, SBS Program Director

SCHOOL DISTRICT: Victory 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 Director of Special Education Services*

The term of this Agreement shall begin August 1, 2017 and cease on July 31, 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.

Beginning on August 1, 2017, upon agreement to this contract, Erica Gerber will provide to Victory Charter School the following services:

- Supervision of special education staff/ and scheduling
- Mentoring of new Special Education Teacher
- Teach and train new Special Education about 504 plans and implementation
- Complete and File reviews
- Complete ISEE Reports
- Title 6B and Maintenance of Effort Report
- Grant Reimbursement Requests
- Train and teach new Special Education teacher how to administer IRI Testing
- Entry IRI scores
- Extended Reading Program (Part of IRI)
- SBAC Testing Schedule and overseeing testing
- SBAC score reports
- Teach and train new Special Education teacher about Alternate Assessments (currently 1 student)
- DMA/DWA Testing
- Any other things related to Special Education as they occur

Erica Gerber will provide the above services. In exchange for these Services, Victory Charter School will pay Erica Gerber \$500.00 monthly for the (12) month period of August 2017- July 2018, with automatic renewal until termination of contract, as stated above.

 5/23/17

Marianne Saunders /Matt McDaniel  
Co-Administrators



Erica Gerber  
Director of Special Education



## Contract for School Psychologist Services

Victory Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Victory 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.

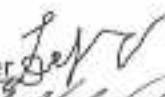
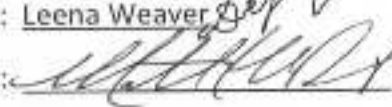
Provider agrees to provide the following services as an independent contractor:

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: CO-ADMINISTRATOR Date: 5/23/17

## 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 Victory Charter School (hereinafter referred to VCS).

### Recital

Whereas, Provider provides occupational therapy services, and  
Whereas, VCS 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 VCS hereby covenant and agree as follows:

1. Provider agrees:

- 1.1 To provide VCS 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 \$68 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.

VCS agrees:

- 2.1 That the service rates as set forth above are reasonable and VCS agrees to the payment of such rates for services provided. Furthermore, VCS 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 1, 2017 and cease on June 30, 2018, 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. VCS 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 25 day of July, 2017.

Victory Charter School

By:   
(Print Name): Leslie Moulden

Lenzi Occupational Therapy  
Services

By:   
Kendra Lenzi, Manager and member