



# STUDENT & TEACHER SERVICES DEPARTMENT

105 WEST CENTER • P. O. BOX 150 • SUGAR CITY, ID 83448 • PHONE (208) 356-8802 • FAX (208) 356-7237

## Medicaid Nurse Contract for Services School Year: 2022-23

This agreement is between the **Sugar-Salem Joint School District #322**, Sugar City, Idaho, hereinafter referred to as THE DISTRICT and Elizabeth A. Westfall, Licensed practitioner of the Healing Arts, hereafter referred to as Nurse. It is agreed as follows:

1. Nurse is an independent contractor and not an employee of THE DISTRICT. THE DISTRICT **will not provide Workman's Compensation, unemployment insurance, nor will it withhold any state or federal taxes such as income tax, social security, FICA, etc.** Nurse agrees to pay such taxes and file necessary tax documents timely and as are required by law.
2. Nurse is engaged in the outside of direct employment and can be so engaged.
3. Nurse will provide medical services which will include: Personal Care Service assessments, service time allocation, plan writing, and quarterly service supervision and document these meetings according to department directives based on Medicaid and IDEA rules. Nurse can be invited to attend at Multidisciplinary Team meetings and I.E. P. team meetings as needed with approval from Special Education Director. Services will be provided at such times as are mutually agreeable to the parties identified staff in the DISTRICT. All service documents need to be accurate and completed on a service provided basis.
4. Reimbursement will be at the following amounts:
  - a. Initial Assessments/Hour Allocation Determination/Plan writing: \$40/hour; not to exceed 2.5 hours/student
  - b. Annual Plan: \$40/hour; not to exceed 1.25 hours /student
  - c. Supervisory Visit: \$50/hour; Minimum of 1 visit every 3 months as documented in IEP and Service Plan/student
  - d. Services should begin the month of August 2022 and extend through June 2023. Payment will be made by check beginning with the September payroll on, or around the 20<sup>th</sup> of the current year. This agreement shall be in effect for the same months.
5. A monthly invoice will be provided the district for compensation. The invoice will be from the first day of the month to the last day of the month. Payment will be made by check on or near 20<sup>th</sup> of the current month the invoice is provided. Proration of contract time will not be provided.
6. All independent contractors who sign a contract with THE DISTRICT are required by the Board of Trustees to have their own insurance and liability coverage. An independent contractor is not eligible for health insurance, disability, or liability coverage and acknowledges s/he is not an employee of THE DISTRICT and is not eligible for the benefits described.
7. Nurse agrees to hold harmless THE DISTRICT, its Trustees, teachers, and employees from any claims made by an employee arising from these services [as set forth above] provided to an employee by Nurse. Claims shall include, but not necessarily limited to general and special damages, attorney fees, and litigation costs.

Elizabeth Westfall, RN  
Elizabeth Westfall, RN

5-2-22  
Date

Chester Bradshaw  
Chester Bradshaw, Superintendent

5-2-2022  
Date